

AGREEMENT

between



POMPERAUG REGIONAL SCHOOL
DISTRICT 15 BOARD OF EDUCATION

and



UNITED PUBLIC SERVICE
EMPLOYEES UNION,
Unit 111,
POMPERAUG ASSOCIATION OF
EDUCATIONAL PERSONNEL (PAEP)
July 1, 2023-June 30, 2026

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THIS AGREEMENT made as of the 1st day of July 1, 2023 by and between THE REGION 15 BOARD OF EDUCATION (hereinafter referred to as the "BOARD") and the United Public Service Employees Union (UPSEU) and POMPERAUG ASSOCIATION OF EDUCATIONAL PERSONNEL (Formerly the Pomperaug Educational Secretaries' and Aides' Association) hereinafter referred to as the "Association."

ARTICLE 1

BOARD RIGHTS

Subject to the provisions of the Agreement, the Union/Association recognizes that the Board and the Superintendent of Schools reserve and retain full rights, authority, and discretion, in the proper discharge of their duties and responsibilities to control, supervise and manage the schools and its staff under governing law, ordinances, rules and regulations.

ARTICLE 2

RECOGNITION

The Board hereby recognizes the United Public Service Employees Union (UPSEU) and the Pomperaug Association of Educational Personnel as the exclusive bargaining representative of all regular full time and part time 10 and 12 month clerical, accounting and paraeducator personnel employed by the Board, working twenty or more hours per week, excluding supervisory employees, confidential employees, all positions based out of Central Office, administrators, teachers and all other employees of the Board not specifically included in the unit for the purpose of collective bargaining with respect to wages, hours and other conditions of employment, all in accordance with the recognition agreement executed between the Board and the Union/Association dated December 19, 1978.

The Union/Association shall furnish the Board with a list of its officers, executive committee members and building representatives, and as soon as possible notify the Board in writing of any changes therein. Such notifications shall be sent to the Superintendent. No officer, executive committee member or building representative, shall be recognized by the Board until such written notification of appointment shall be received by the Board from a duly authorized officer of the Union/Association.

ARTICLE 3

WORKING HOURS

- A. The workday for all full time personnel covered by this agreement shall be at least seven hours or eight hours as indicated herein, inclusive of a paid lunch period of thirty minutes. All Paraeducators shall work seven hours and ten minutes. In certain situations, certain individuals may have a regularly scheduled work day of greater than seven hours. Compensated absences, holidays, vacation days, shall be equivalent to the regularly scheduled work day for that year. All regularly scheduled time worked in addition to the seven hour workday must be pre-approved by the Building Principal and Central Office.

“Regular scheduled” is defined as part of your daily workday, for each and every day in the academic year.

1. Summer hours for 12-month employees shall consist of seven hours per day beginning of July 1st until the end of the second week in August.
 2. The administration reserves the right to modify the work week during the summer (July 1 up to the end of the second week in August) to a reduced number of days but not a reduced number of work/paid hours provided more than 2 week notice is provided. For example, the work week may consist of 4 work days at 8.75 hours per day. Compensation shall be based upon a 40 hour work week during the Summer Schedule.
 3. School year hours for 12-month employees shall consist of eight hours per day from the beginning of the third week in August until June 30th.
- B. All Special Education Instructional Assistant employees (including but not limited to RBT Certified Instructional Assistant employees) shall work an additional thirty minutes per day. The additional half hour is designated as preparation time specifically used for students in their care. Said half hour shall be worked at the beginning of the day or at the end of the day as determined by the administration and published by June 30th of the prior academic year.

Special Education Instructional Assistants shall work the additional thirty minutes on regularly scheduled early dismissal days. If they do not work the additional thirty minutes they will not be compensated for said thirty minutes.

For scheduled early dismissal days all Special Education or Instructional Aides will be compensated for a half day. For unscheduled or emergency dismissals, compensation will be for the full day.

- C. 1. In the event of school cancellations, twelve (12) month employees shall make bona fide efforts to report to work at the earliest possible time. Notwithstanding their inability to report, 12 month employees shall be paid for the entire day.

2. All employees under this contract shall be paid for a full day when unscheduled late openings, early dismissals or an emergency of any nature is declared by the administration.
3. Ten month employees shall be paid for hours worked on scheduled early dismissal days during the school year. Ten (10) month employees may be requested to work in-service days, within five (5) working days notice except in cases of emergency. The district will make every reasonable attempt to identify the additional work days in the potential school calendar provided to all employees by August 1 of each year.

ARTICLE 4

OVERTIME

A. **More Than Forty (40) Hours**

All hours worked by an employee, which are in excess of eight hours on any given day or forty (40) hours in any week shall be paid at one and one-half (1-1/2) times the employee's regular hourly rate.

B. **Authorization**

No overtime shall be paid, as set forth in A. above, unless authorized in advance by the immediate supervisor or administrator, in writing. Special circumstances requiring the overtime must be noted on the time sheet by the supervisor or administrator. Compensatory time in lieu of overtime pay may be agreed upon by the employee and supervisor at the time and one half rate.

ARTICLE 5 **WORK YEAR**

The working days for 10 month full time employees shall be 187 days, provided that said additional one (1) day shall be utilized for professional development. Any additional work days may be added during the school year, at the discretion of the Administration and with five (5) working days' notice to the affected employees, except in the case of emergency.

ARTICLE 6

VACATION AND HOLIDAYS

- A. 1. Full time 12-month employees covered by this Agreement shall be granted the following (14) fourteen paid holidays, (15) fifteen days when Yom Kippur falls on a weekday.
- | | |
|------------------|------------------------------------|
| Independence Day | Day before or after New Year's Day |
| Labor Day | New Year's Day |
| Columbus Day | Presidents' Day |
| Good Friday | Memorial Day |

Rosh Hashanah
Thanksgiving Day
Day before or after Christmas

Martin Luther King Day
Day after Thanksgiving
Christmas Day

2. Full time 10-month employees shall be entitled to eleven (11) paid holidays per year. Full time 10-month employees covered by this Agreement shall be granted the following eleven paid holidays:

Labor Day
Columbus Day
Rosh Hashanah
Thanksgiving Day
Day after Thanksgiving
Christmas Day

New Year's Day
Presidents' Day
Good Friday
Memorial Day
Martin Luther King Day

In the event that Yom Kippur is recognized by the Board of Education and falls on a weekday, all employees shall receive holiday pay for such day.

The holiday schedule may follow any potential adopted school calendar holidays, at the discretion of the District, however, the total number of holidays for the 12 month employees and the 10 month employees shall not be reduced.

- B. 1. Full time 12-month employees shall be granted vacation time as follows:

After 1 year of service	Two weeks
After 5 years of service	Three weeks
After 10 years of service	Four weeks
After 20 years of service	Five weeks

2. Years of service shall be determined by reference to the first day of work for employees appointed after July 1, 1982. Years of service for employees appointed before July 1, 1982, shall be determined as of July 1. After the sixth (6th) year of consecutive service is reached, an additional one day of vacation will be added each year until four (4) weeks is reached after the 10th year (e.g., after 6th year, 3 weeks and 1 day; 7th year 3 weeks and 2 days; 8th year, 3 weeks and 3 days; 9th year, 3 weeks and 4 days; 10th year, 4 weeks). Service shall not be considered consecutive if interrupted by a termination or resignation.

In the event of layoff, service shall be deemed to be consecutive and cumulative while on the recall list.

3. Proposed vacation schedules shall be provided by each employee to his/her immediate supervisor prior to June 1 of each year. The supervisor shall provide each employee with an approved vacation schedule prior to July 1 of each year for the period July 1 through August 31. Vacation requests for the remainder of the year shall be submitted to the employee's supervisor for approval at least ten business days (10) in advance.

4. Ten (10) month employees becoming twelve (12) month employees shall be eligible for prorated vacation on a ten/twelfth (10/12) basis. The date on which they become 12 month employees is used for vested vacation accrual. (Such vacation accrual applies to full-time personnel as defined in Article 2 hereof).
- C. Substitute calling will be the responsibility of the N-6 secretary position. The Board shall provide N-6 secretaries a twenty-five dollar (\$25) reimbursement each month during the months of September through June for use of the employee's personal cellular phone in connection with substitute calling.

When an N-6 secretary is on paid sick leave or vacation leave, the following shall apply:

 - a. At Pomperaug High School, an N-5 secretary shall fulfill such N-6 secretary's substitute calling responsibility and shall receive the wage rate of an N-6 secretary at the N-5 secretary's step for the time devoted to substitute calling.
 - b. At all schools in the district other than Pomperaug High School, an N-3 secretary (or an N-2 secretary if an N-3 secretary is not available) shall fulfill such N-6 secretary's substitute calling responsibility and shall receive the wage rate of an N-6 secretary at the N-3 (or N-2) secretary's step for the time devoted to substitute calling.
 - D. All employees will close their day's work at noon or no later than one hour after the last student bus in that employee's school, departs for home on the days prior to the Thanksgiving and Christmas holidays. All employees shall be paid for a full day on all such days.
 - E. In the event the school calendar does not reflect half day sessions on the days before Thanksgiving and Christmas, all employees covered by this Contract will receive one full vacation day to be taken during the school year. In the event that the school calendar reflects a half day on either, but not both, of the above days, all employees will be entitled to time off equal to one-half of their normal work day.
 - F. In the event a holiday occurs while an employee is on sick leave or on vacation, such day will not be charged either to the employee's sick time or vacation time. Once vacation time has been established, employees may not alter such time to change it to sick leave, unless hospitalized during vacation.

ARTICLE 7

PERSONAL, BEREAVEMENT & OTHER LEAVES

- A. Personal leave of absence with pay shall be granted to employees according to the following schedule:
1. Three (3) days per year for personal leave for approved legal, business, household or family matters which require absence during school hours and which cannot be scheduled at any other time. One of the three personal days may be utilized as a “no-tell” day by the employee, which shall require no reason provided to the Administration. The following reasons serve as guidelines for such requests:
 - a. legal matters (e.g., subpoenas, required attendance at closing and court appearances);
 - b. severe illnesses in the immediate family (defined to include mother, father, siblings, children, grandchildren, mother-in-law, father-in-law and spouse);
 - c. graduation of employee, children, grandchildren, or spouse;
 - d. other reasons of an emergency nature, subject to approval by the Superintendent or designee.
 2. Three (3) days for each death in the immediate family defined above and including grandparents, during the work year. Employee shall be granted one (1) day to attend the funeral of a close relative or close friend. The phrase “close relative or close friend” is to be narrowly construed, e.g. an aunt or uncle, brother-in-law or sister-in-law, or one of a small circle of friends the employee has an especially close relationship. Subject to the approval of the Superintendent or designee, additional days may be granted.
 3. Three (3) days for the employee's own wedding during the work year.
- B. Application for leave pursuant to the above provisions shall be made as far in advance as practicable and, except for emergency, shall be made at least 48 hours prior to the date of the leave. Personal leave taken under the above conditions shall not be charged to sick leave.
- C. Under special circumstances, additional days of personal leave may be granted by the Superintendent or designee, in their sole and absolute discretion.
- D. Subject to appropriate application and permission of the Superintendent of Schools or his designee, employees will be given time to attend work related workshops or conferences. Reimbursement for expenses will be determined in the same manner as it is for certified staff.
- E. Employees who have exhausted all of their applicable accrued paid leave (e.g., personal or bereavement leave for any leave that would qualify for use of such leave, and sick leave for any leave that would qualify for use of sick leave) may apply to the Superintendent or designee for additional unpaid absences. Such unpaid absences may be granted by the

Superintendent or designee in their sole discretion. The Superintendent's or designee's decision regarding an employee's application for an unpaid absence shall not be subject to the grievance procedure set forth in Article 14.

- F. Employees hired on or after January 1 in any given year shall not be eligible to use leave under this Article through June 30 of that same year.

ARTICLE 8

SICK LEAVE

- A. Each July 1, Employees shall be granted fifteen (15) days of personal sick leave annually, up to five (5) days of which may be used due to illness or injury of an immediate family member (defined to include mother, father, siblings, children, mother-in-law, father in-law, and spouse). The maximum accrual for twelve month employees shall be one hundred seventy five (175) days and the maximum accrual for ten month employees shall be one hundred and Forty (140) days.
- B. Effective July 1, 2014, all new hires on or after July 1, 2014, the maximum accrual for twelve month employees shall be one hundred (100) days and the maximum accrual for ten month employees shall be eighty-five (85) days.
- C. An employee who is absent due to illness for five (5) or more consecutive school days may be requested to submit a doctor's certificate before returning to work or immediately after returning to work.
- D. Upon retirement, all fully vested employees covered by this contract will be allowed to add their number of accrued sick days to their years of service (20 days equal one month).
- E. Employees hired on or after January 1 in any given year shall have their annual sick leave allowance prorated through June 30 of that same year at the rate of 1.25 days per month (e.g., if an employee begins work on January 1, such employee would have 7.5 days of sick leave available through June 30). For purposes of this provision, employees shall be credited for working the full month regardless of their start date within the month.

ARTICLE 9

JURY DUTY

Any employee who is called for involuntary jury duty shall notify their immediate supervisor immediately upon receipt of such notice and shall receive the necessary leave to fulfill this legal obligation. This leave shall not be deducted from sick leave, personal days or from vacation. The employee shall receive a rate of pay equal to the difference between the employee's regular salary and the jury fee.

ARTICLE 10

INSURANCE BENEFITS

- A. The High Deductible Health Plan (HDHP), HSA (Health Savings Account) plan described below shall be the only insurance plan option.

NOTE: Due to federal HSA restrictions a Health Reimbursement Account (“HRA”) plan shall be made available for any active employees who are enrolled in Medicare, or will become eligible for enrollment in Medicare during the term of this agreement, at the same premium cost share as the HSA plan.

The annual maximum reimbursement by the district for active employees participating in the HRA shall not exceed the dollar amount of the district’s annual HSA contribution for active employees enrolled in the HSA.

The Board will contribute the applicable annual HSA/HRA deductible amounts as follows:

	2023-2024	2024-2025	2025-2026
Employee	60%	60%	55%
Employee +1	60%	60%	55%
Family	60%	60%	55%

The District shall make the deposit to each employees HSA bank account no later than 7/15. Should an employee leave their position and employment with the District prior to June 30th, the employer reserves the right to seek reimbursement for the amount remaining on a pro-rated basis if permitted by applicable law.

The parties acknowledge that the board’s contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed persons. The employing Board shall have no obligation to fund any portion of the HSA deductible for retirees, other individuals upon their separation from employment, or for ineligible individuals as determined by federal guidelines. In the event that a member enrolls in the HSA Medical plan after the start of the plan year, the Board’s contribution toward the funding of the deductible shall be pro-rated for that year.

Each bargaining member electing enrollment shall pay a percentage of the premium cost as follows:

Employee Premium Contribution

HDHP w/HSA or HRA	2023-2024	2024-2025	2025-2026
Employee	9.5%	11%	12%
Employee+ 1	9.5%	11%	12%
Family	9.5%	11%	12%

Key Features of the Core Plan High Deductible/HSA Medical Plan are summarized below, provided that the parties shall refer to the plan documents for a full description of the plan:

- In-Network/Out-of-Network Annual Deductible (individual/aggregate family) \$2,000/\$4,000 per year.
- Co-insurance 100% Non-Prescription In-Network after deductible.
- Co-insurance 80% Out-of-Network after deductible, subject to co-insurance maximum
- Post deductible Prescriptions:
 - Formulary Prescription Drug Plan with Physician Dispense as Written (DAW)
 - Retail (30 days)
 - \$0 Generic - \$15 Preferred Brands - \$30 Non-Preferred Brands
 - Mail Order (90 days)
 - \$0 Generic - \$30 Preferred Brands - \$60 Non-Preferred Brands
- In-Network Preventive Care not subject to deductible, 100% Co-insurance
- Out-of-Network Preventive Care subject to deductible, 80% Co-insurance after deductible, subject to co-insurance maximum
- Co-insurance Maximum (individual/aggregate family) \$2,000/4,000 (includes out-of-network coinsurance and post deductible RX co-pays)
- Cost Share Maximum (individual/aggregate family) \$4,000/8,000
- In-Network Lifetime Maximum-Unlimited
- Out-of-Network Lifetime Maximum \$1,000,000

Dental coverage will be based on the Full-Service plan provisions, including Riders A, B, C and D.

Each bargaining member must submit a wage deduction authorization permitting the Board to deduct such payment. The Board shall establish a salary reduction plan pursuant to Internal Revenue Code Section 125, so that such payments may be free from income tax, to the extent provided by law. If coverage is elected for one or more eligible dependents, but no spouse is covered, premium sharing will be at the Employee+1 rate.

- B. Group Term Life Insurance in the amount of 2x the employee's yearly salary, rounded to the nearest thousand dollar unit (employee only) shall be provided.

The amount of life insurance for active employees will be reduced to 65% of the level specified in the preceding paragraph at age 70, and to 50% of the level specified in the preceding sentence at age 75.

- C. An employee who retires from the Regional School District shall be entitled to continue coverage under the Group Life and Dental Insurance Plans, provided such employee assumes the cost of these plans at Group rate.

The amount of life insurance for retirees shall be reduced by 50% at the time of retirement, with further reductions of 10% each year until the maximum reduction of 90% is attained.

The cost of life insurance for people retiring after July 1, 1994 shall be determined in accordance with the IRS table of uniform premium rates.

- D. An employee who resigns from the Regional System at the close of the school year and no later than June 30 will be covered for an additional thirty (30) days following the termination of employment. All other resignations will result in insurance coverage to terminate the last day of the month in which they resign.
- E. The Board reserves the right to substitute alternative insurance carriers for each of the insurance coverage's listed herein. Any alternative coverage must be equivalent to the coverage currently in effect, and no such change in insurance carrier shall result in interruption in coverage for any educational personnel. For this purpose the term "equivalent" means the same as or better than the present insurance contract in function, services and benefits to members of the bargaining unit. The Union/Association will be consulted in advance of implementing any change in insurance carrier.

ARTICLE 11

PENSION

- A. Individual statements regarding the pension plan shall be provided annually to each participant. An annual statement of the pension plan as a whole will be available in the Central Office of Region 15.
- B. Retirees benefit will be calculated on the total of your annual compensation (excluding overtime and differential compensation) for the three most highly compensated consecutive plan years prior to the date of retirement or termination.
- C. The formula for determining pension benefits for eligible bargaining unit members shall be based on:
 - 1. 1.5 percent of final average pay per year of credited service, computed in accordance with the provisions of the existing pension plan.
OR
 - 2. 1.6 percent of final average pay per year of credited service, computed in accordance with the provisions of the existing pension plan. The pension enhancement will require a co-pay by each member of the bargaining unit who selects this option of .25 percent per year deducted from their pay checks.
OR
 - 3. 1.7 percent of final average pay per year of credited service, computed in accordance with the provisions of the existing pension plan. The pension enhancement will require a co-pay by each member of the bargaining unit who selects this option of .65 percent per year deducted from their pay checks.
OR
 - 4. 1.8 percent of final average pay per year of credited service, computed in accordance with the provisions of the existing pension plan. The pension enhancement will require a co-pay by each member of the bargaining unit who selects this option of .85 percent per year deducted from their pay checks.

5. If a bargaining member leaves before the ten-year vesting, the co-pay enhancement the employee contributed will be returned to the employee plus 3% interest.
6. Election of option C1, 2, 3, or 4 must be made once during the life of the contract.
- D. The formula for determining the reduction of pension benefits for eligible bargaining unit members who elect early retirement shall be based on pension payable at age sixty (60) reduced 3 percent per year for early commencement before age 65. For years prior to age sixty (60), the existing .5 percent per month reduction will be used.
- E. Effective July 1, 2011, all new hires shall not be eligible to participate in the Defined Benefit Pension Plan as defined in Article 11. The District shall provide a Defined Contribution Plan, where the District shall contribute 2% of each eligible employee's annual earnings to the plan of the employee's choice.

ARTICLE 12

WORKER'S COMPENSATION

Any employee who suffers a personal injury in the performance of his/her duty and who is thereby eligible for payments under the Worker's Compensation Act of the State of Connecticut, may apply any accumulated sick leave entitlement during his/her absence to make up the difference between the Worker's Compensation allowance and his/her regular wage, *e. g.*, where Worker's Compensation payments equal 2/3rds of the employee's regular daily wage, employee may make up the 1/3rd difference through use of 1/3rd of an accumulated sick day. Absence for which such compensation is provided shall not be charged against the employee's sick leave; unless the employee chooses to apply accumulated sick leave per above formula. In no event shall such absence exceed twelve (12) months.

ARTICLE 13

JOB SECURITY

- A. Should reduction in force become necessary for employees covered by the contract, such reduction shall first be effected on the basis of seniority.
- B. For purposes of this Article, seniority shall be based upon the Board of Education Date of Hire. Part time employees going to full time will be prorated on a two to one basis (2 part time years = 1 full time year). In the event of layoff, service shall be deemed to be uninterrupted while on the recall list.
 1. The Board, through its Payroll Department will furnish the Union/Association through its President annually during the month of October, with an employee seniority list showing the name, date of hire, school location, classification, placement on salary range and whether the employee is a 10 or 12 month employee. The Board shall also notify the Union President of all new employees upon hiring,

including their name, date of hire, school location, classification, placement on wage grid and 10/12 month employee status.

- C. Should an existing position be eliminated, the following procedure shall be applicable to all employees:
1. Seniority within the district will be the determining factor. The Board shall determine which Category the elimination of position(s) will take place. Then within that Category, the employee with the least seniority as defined in Section B of this Article shall be terminated and placed on the recall list for that Category.
 2. The full-time employee with the least seniority shall be permitted to bump a part-time employee in his/her category.
 3. The Board shall maintain a recall list containing the names of all bargaining unit members whose employment contracts are terminated due to the elimination of position. In the event that a vacancy is created within the Category of the terminated employee within two (2) years of termination, those on the recall list shall be notified, in the inverse order of layoff, by certified mail, return receipt requested. The former employee shall accept the offer of employment within seven (7) calendar days from date of Certified Mail. In the event that the employee fails to accept two (2) successive offers of employment, then the employee's name will be removed from the recall list. In any event, the employee's name will be removed from the recall list two years from layoff.
 4. An employee who bumps into a lower Classification shall have first priority to return to his/her former Classification should a vacancy arise within two (2) years.
- D. No employee shall be permitted to bump outside his/her Category, as defined in Section F. hereof. An employee who seeks to bump outside his/her Classification within Category must be qualified to perform the job, as listed in the appropriate job description.
- E. All new hires not presently employed by Region 15 will have a 90 day probationary period commencing from the employee's start date and continuing for 90 calendar days during the employee's work year.
- F. Categories and Classifications for Reduction in Staff

CLERICAL PERSONNEL

CATEGORY I

<u>Pay Grade</u>	<u>Classification</u>
N – 6	Principal's Secretary
N – 5	Secretary, Data Coordinator
N – 5A	Secretary to Athletic Director, Career Center Coordinator.

CATEGORY II

Pay Grade

N – 2

Classification

Secretary II

(Note: The N-2 Pay Grade shall sunset and shall no longer exist after June 30, 2024)

CATEGORY III

(Note: Category III is intentionally left blank)

PARAEDUCATOR PERSONNEL

CATEGORY IV

Pay Grade

N – 4

N – 3

RBT/LC-1

Classification

Media Technician, Library Technician Assistant

Attendance Coordinator

RBT Certified Instructional Assistant

LC-1 Instructional Assistant Special Education Middle & High School working in an LC-1 Classroom. (Note: The LC-1 position shall sunset and shall no longer exist after June 30, 2026.)

P – 3

Instructional Assistant Special Education, Media Assistant, Instructional Assistant Alternative Education

P – 2

General Assistant, Student Supervisors

ARTICLE 14

DISCIPLINE

No employee may be disciplined, suspended, or terminated without just cause. The Board agrees to the following progressive steps when imposing discipline:

Discipline actions usually will follow in this order:

1. Verbal discussion of problem (verbal discussion may be memorialized in writing)
2. Written Warning
3. Suspension
4. Termination

Serious misconduct shall be grounds for immediate termination and need not to follow the procedures listed above.

ARTICLE 15

GRIEVANCE PROCEDURE

- A. **Purpose:** The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems, which may from time to time arise affecting the working conditions of members of the unit. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate.
- B. **Definitions:**
1. As used in this Agreement, the word "grievance" is hereby defined to mean any complaint that a specific provision of this Agreement has been misapplied or misinterpreted by the Board or Superintendent (or Superintendent's agent), or by any administrator acting in a supervisory capacity.
 2. As used in this Agreement, the word "grievant" is hereby defined to mean any person or persons who believes that they have been grieved and they must be the person or persons who files the grievance in their name.
- C. **Time Limits**
1. Since it is important that grievances or disputes be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limit specified may, however, be extended by mutual agreement in writing.
 2. The term "Days" shall mean days when school is in session, except it shall mean business days (Monday through Friday) after June 1st of each year. An effort will be made by both parties to expedite grievances that arise immediately before or during summer recess.

3. Any grievance not presented for disposition within twenty 20 business days of the occurrence of the conditions giving rise thereto shall not thereafter be considered a grievance.
4. Failure by the grievant at any level to appeal a grievance to the next level within the specified time limits will be deemed to be acceptance of the decision rendered at that level. Failure by the administration or the Board to render a decision within the specified time limit will permit the grievant to proceed to the next level of the grievance procedure.

D. Steps of the Grievance Procedure

1. First Step - Grievant and Immediate Supervisor - Informal

The grievant will discuss the matter with his/her immediate supervisor or principal, directly or through the Union/Association representative, with the objective of resolving the matter informally.

2. Second Step - Grievant and Immediate Supervisor - Formal

If the grievant is not satisfied with the outcome of the informal procedure and he/she desires to proceed further, he/she will present the grievance in writing to his/her principal or immediate supervisor within ten (10) business days of the informal meeting pursuant to the First Step. The immediate supervisor will, within five (5) business days, answer the grievance in writing.

3. Third Step - Superintendent

If the grievance has not been adjusted satisfactorily in the Second Step, and the grievant desires to proceed further, such grievance will be submitted to the Superintendent, or his designee, within five (5) business days after receipt of the Second Step Answer. The time for discussion will be set up at a mutually convenient time within five (5) business days after receipt of the grievance by the Superintendent or his designee.

4. Fourth Step - Board of Education

If the grievance has not been adjusted satisfactorily in the Third Step within seven (7) business days after the Third Step discussion has terminated, and the grievant desires to proceed further, the grievance will be submitted to the Board after the aforementioned seven (7) business days but within twelve (12) business days after the Third Step discussion. The grievance will be heard by the Board no sooner than fifteen (15) business days following submission to the Board but no later than the first Board meeting following the expiration of the fifteen (15) business day period. The decision of the Board will be rendered in writing within fifteen (15) business days of the hearing.

5. Fifth Step - Arbitration

1. If the grievant is not satisfied with the disposition of the grievance at Step 4, the employee may, within five (5) business days from receipt of the decision at Step 4, present a request in writing to the President of the Association/Union to submit the employee's grievance to arbitration. The Association/Union may submit the grievance to binding arbitration by so notifying the Board in writing within five (5) school days after receipt of such request. The Board (or its representative) and the

Association/Union shall meet and attempt to agree upon a mutually selected arbitrator. If no such agreement is reached within five (5) business days from receipt of the Association/Union demand for arbitration, either party may submit the demand for arbitration to the American Arbitration Association (AAA) and the arbitration will be conducted in accordance with the rules and procedures of the AAA unless otherwise agreed by the Board and the Association/Union.

2. The Association/Union and the Board shall share equally the costs of the services of the arbitrator and any administrative costs of the AAA. The arbitrator shall hear and decide only one grievance in each case. He shall be bound by and must comply with all the terms of this Agreement. He shall not have the power to add to, delete from, or modify in any way any of the provisions of this Agreement.
- E. All decisions rendered and grievances submitted above Step 1 shall be in writing. Grievances shall specify the contract provisions alleged to have been violated. Decisions shall include a brief statement of reasons and be sent to the grievant(s) with a copy to the Unit President of the Association and the Union Representative.

ARTICLE 16

VACANCIES

Notices announcing any clerical, accounting or paraeducator personnel vacancies will be posted in all school offices and Central Office at least four working days in advance of advertisement in the public press. Positions shall be awarded based on seniority assuming said employee is qualified to perform the job.

Where need to fill a vacancy of positions arises during the summer months, notice shall be made to those staff members who, by June 15, have notified their building principal in writing of their interest in being so notified.

ARTICLE 17

DUES DEDUCTIONS

- a) During the life of this agreement, an employee retains the freedom of choice whether or not to become or remain a member of the Union.
- b) Union dues shall be deducted by the Board from the paycheck of each employee who signs and remits to the Board an authorized form. Such deduction shall be discontinued upon written request of an employee thirty (30) days in advance.
- c) The employer agrees to include a union contract in the new hire packet.
- d) The amount of dues deducted under this Article together with a list of employees shall be remitted to UPSEU within a week after the payroll period in which such deduction is made together with a list of employees for whom any such deduction is made.
- e) In addition, the Board shall submit to the Union via a secure upload site provided by the Union an Excel spreadsheet containing the following information: Each bargaining unit

employee's name, job title, worksite location, work telephone number, date of hire, work electronic mail address, home address and, if authorized by the employee via written authorization provided to the Union, the employee's home telephone number, personal cellular mobile telephone number, and personal electronic mail address if on file with the Board. Any written authorization required under this subsection may be revoked by the employee at any time and such authorization or revocation shall be effectuated in a manner consistent with Union procedures. The Board shall provide the Union such information, if possible, with real-time electronic transmission of new hire data but in no event later than ten days after such employee is hired or the first pay period of the month following the hiring of such employee, whichever is earlier.

- f) The Union shall indemnify the Board for any liability or damages incurred by the Board in compliance with this Article.

ARTICLE 18

CHILD BEARING LEAVE

- A. An employee who becomes sick or disabled due to pregnancy or childbirth shall, upon her request, be placed on sick leave for child-bearing purposes. Any employee who becomes pregnant shall so notify the Superintendent, or his designee, at least one (1) month prior to the expected date of commencement of said sick leave. When there is reason to believe that she may have become unable to perform her duties she shall provide a doctor's certificate certifying her inability to continue work. Leave shall begin when, in the opinion of her doctor, she is no longer physically able to work and said leave shall expire when, in the opinion of her doctor, she is physically able to return to work. Except in the case of medical difficulties, sick leave is not normally expected to continue for more than six (6) weeks after delivery. Upon her return, the employee shall be assigned first to her former position if available, or then to a position of equal salary in her original classification which is vacant, or a comparable position held by a person with less seniority if available.
- B. Leave under paragraph A. shall be with pay, to the extent available through sick leave accumulation, and with all other benefits customarily provided during sick or disability leave.
- C. Any employee who becomes pregnant shall adhere to the notification and reporting procedures as stipulated in Section A. for as long as she remains actively employed, whether or not she intends to return to work after her child is born.

ARTICLE 19

WAGE SCHEDULE

Appendix A contains the Wage Grids applicable to this contract agreement.

In the 2023-24 contract year, employees who are on the Wage Grid shall be placed on the Wage Grid for such year set forth in Appendix A as follows:

1. Any employee who had been on a step in the 2022-23 contract year that has been removed effective at the start of the 2023-24 contract year shall move to the new lowest step (*i.e.* Step 8 for Pay Grades N-2 through N-6 and Step 11a for Pay Grades RBT/LC-1, P-2, and P-3) within such employee's pay grade.
2. Any employee who had been on a step in the 2022-23 contract year that has *not* been removed effective at the start of the 2023-24 contract year shall move one step within such employee's pay grade.

Pay Grade N-2 shall sunset and cease to exist after June 30, 2024.

In the 2024-25 contract year, employees who are on the Wage Grid shall move one step within their respective pay grade, except that employees in Pay Grade N-2 shall advance to Pay Grade N-3 with no step movement and employees in Pay Grade N-3 shall advance to Pay Grade N-4 with no step movement.

In the 2025-26 contract year, employees who are on the Wage Grid shall move one step within their respective pay grade.

If an employee is on the top step of their respective pay grade, they will stay on the top step from year to year.

For those who are not currently on the Wage Grid, the following pay increases apply:

- A. Any employee who had been on the MAX step (not listed in the Wage Grid) in the 2022-23 contract year shall receive a wage increase effective July 1, 2023 equal to a 3.5% per hour increase of such employee's 2022-23 wage. In each of the 2024-25 and 2025-2026 contract years, such employees shall receive a wage increase equal to a 3% per hour increase of the employee's wage from the preceding year.
- B. The starting wage of any new employee hired during the term of this Agreement shall be between Step 1 and Step 3 of the first three active steps within the respective classification, as determined by the Superintendent, and pay grade shall progress on steps as negotiated according to the Wage Schedules set forth in Appendix A. At the Union's request, the Superintendent or designee shall provide a reason for placement of a new employee above active Step 1. An employee must be employed a minimum of six (6) months before step advancement is implemented.
- C. Employees promoted to a position classification in a higher pay grade shall be placed on at least the same step.
- D. Transfers - Any member transferred involuntarily will be transferred to a comparable position with the same hourly rate. Any employee who involuntarily transferred to a school that results in the hours of work being different, the District shall provide ten (10) days written notice to said employee(s).

- E. Procedure of seeking review - Review should be sought only when a job has changed significantly and the person seeking reclassification must show that the job has so changed.
- F. All employees shall be advised of their job descriptions. These job descriptions are subject to review and change by the Board. However, the Union/Association will be advised when any major changes in job descriptions are planned.
- G. Present full time employees who substitute in another person's position and in a higher classification, for more than-five (5) consecutive days shall be entitled on the sixth (6) day and until the absent employee returns a differential of \$1.00 per hour added to their present hourly rate.
- H. P-3 Paraeducators shall be placed on the RBT Pay Grade upon attainment and maintenance of a Registered Behavior Technician Certification (RBT).

ARTICLE 20

SEVERANCE PAY

- A. Employees who have accrued ten (10) years of service with the Board, the last five of which are continuous, and whose termination is on good terms shall receive Severance Pay in an amount equal to thirty (30) days' pay, based on straight-time wages, effective upon termination of said employment or retirement.
- B. Employees who have accrued twenty (20) years of service with the Board, the last five of which are continuous, and whose termination is on good terms shall receive Severance Pay in an amount equal to sixty (60) days' pay, based on straight-time wages, effective upon termination of said employment or retirement.

ARTICLE 21

SAVING CLAUSE

It is agreed that if any section, clause or phrase of this Agreement is found to be illegal or unenforceable, such finding will have no effect on any of the remaining portions or provisions of the Agreement.

ARTICLE 22

DURATION

The terms of this Agreement shall take effect on July 1, 2023 and shall continue in full force and effect until June 30, 2026. This Agreement shall be binding on all parties hereto during the three years of its term.

SIGNATURE PAGE

8/4/23
Date

By: 

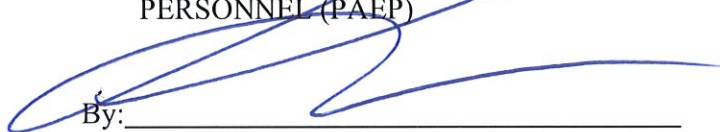
BOARD OF EDUCATION, POMPERAUG
REGIONAL SCHOOL DISTRICT 15

8/3/23
Date

By: 

Joy Alzamora, Unit Co-President
UPSEU Unit 111, POMPERAUG
ASSOCIATION OF EDUCATIONAL
PERSONNEL (PAEP)

8-3-23
Date

By: 

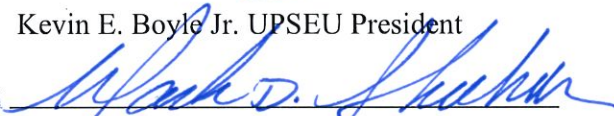
Lisa Coville, Unit Co-President
UPSEU Unit 111, POMPERAUG
ASSOCIATION OF EDUCATIONAL
PERSONNEL (PAEP)

8/1/23
Date

By: 

Kevin E. Boyle Jr. UPSEU President

8/1/23
Date

By: 

Mark D. Sheehan UPSEU

APPENDIX A
WAGE SCHEDULES

2023-24											
Pay Grade	Step 8	Step 9	Step 10	Step 11	Step 11a	Step 12	Step 12a	Step 13	Step 13a	Step 14	Step 15
N-6	\$24.87	\$25.26	\$25.58	\$25.99	\$26.60	\$26.95	\$27.40	\$28.11	\$28.77	\$29.27	\$30.15
N-5a	\$22.52	\$22.91	\$23.20	\$23.86	\$24.36	\$24.87	\$25.57	\$26.27	\$26.65	\$27.41	\$27.82
N-5	\$20.62	\$21.01	\$21.28	\$21.72	\$22.38	\$23.04	\$23.74	\$24.43	\$25.05	\$25.55	\$26.33
N-4	\$19.52	\$19.86	\$20.17	\$21.61	\$22.07	\$22.52	\$23.09	\$23.65	\$24.35	\$24.94	\$25.70
N-3	\$19.04	\$19.36	\$19.66	\$20.06	\$20.45	\$20.84	\$21.34	\$21.83	\$22.54	\$23.15	\$23.85
N-2	\$17.20	\$17.48	\$17.76	\$18.68	\$19.14	\$19.60	\$19.99	\$20.38	\$21.01	\$21.55	\$22.20
Pay Grade	Step 11a	Step 12	Step 12a	Step 13	Step 13a	Step 14	Step 15	Step 16			
RBT/LC-1	\$20.77	\$21.30	\$21.85	\$22.40	\$23.19	\$24.10	\$25.10	\$ 26.73			
P-3	\$17.29	\$17.67	\$18.23	\$18.79	\$19.63	\$20.77	\$21.40				
P-2	\$16.64	\$16.88	\$17.67	\$18.46	\$19.03	\$19.88	\$20.48				
2024-25											
Pay Grade	Step 9	Step 10	Step 10a	Step 11	Step 11a	Step 12	Step 12a	Step 13	Step 13a	Step 14	Step 15
N-6	\$25.39	\$25.71		\$26.12	\$26.73	\$27.09	\$27.54	\$28.26	\$28.91	\$29.41	\$31.06
N-5a	\$23.02	\$23.31		\$23.97	\$24.48	\$24.99	\$25.70	\$26.40	\$26.78	\$27.55	\$28.66
N-5	\$21.11	\$21.38		\$21.83	\$22.49	\$23.16	\$23.86	\$24.55	\$25.18	\$25.68	\$27.12
N-4	\$19.96	\$20.27		\$21.71	\$22.18	\$22.64	\$23.20	\$23.76	\$24.47	\$25.07	\$26.47
N-3	\$19.46	\$19.76		\$20.16	\$20.55	\$20.95	\$21.44	\$21.94	\$22.66	\$23.27	\$24.57
Pay Grade	Step 12	Step 12a	Step 13	Step 13a	Step 14	Step 15	Step 16				
RBT/LC-1	\$21.41	\$21.96	\$22.51	\$23.30	\$24.22	\$25.23	\$26.87				
P-3	\$17.76	\$18.32	\$18.88	\$19.73	\$21.39	\$22.04					
P-2	\$16.97	\$17.76	\$18.56	\$19.12	\$20.48	\$21.09					

2025-26

Pay Grade	Step 10	Step 10a	Step 11	Step 11a	Step 12	Step 12a	Step 13	Step 13a	Step 14	Step 15
N-6	\$25.71		\$26.25	\$26.87	\$27.22	\$27.68	\$28.40	\$29.06	\$29.56	\$31.99
N-5a	\$23.43		\$24.09	\$24.60	\$25.11	\$25.83	\$26.54	\$26.91	\$27.69	\$29.52
N-5	\$21.49		\$21.94	\$22.61	\$23.28	\$23.98	\$24.68	\$25.30	\$25.81	\$27.93
N-4	\$20.38		\$21.82	\$22.29	\$22.75	\$23.32	\$23.88	\$24.59	\$25.19	\$27.26
N-3	\$19.85		\$20.26	\$20.65	\$21.05	\$21.55	\$22.05	\$22.77	\$23.38	\$25.30
Pay Grade	Step 12a	Step 13	Step 13a	Step 14	Step 15	Step 16				
RBT/LC-1	\$22.07	\$22.62	\$23.42	\$24.94	\$25.98	\$27.67				
P-3	\$18.41	\$18.98	\$19.82	\$22.04						
P-2	\$17.85	\$18.65	\$19.22	\$21.09						

SIDE LETTER

This Agreement is made by and between the Region 15 Board of Education (hereinafter the "Board") and UPSEU Unit 111 Pomperaug Association of Educational Personnel, (hereinafter the "Union"), both of which are sometimes hereinafter referred to as "the parties". The parties hereby agree to the following:

1. The LC-1 position shall sunset and shall no longer exist after June 30, 2026.
2. Any employee in the LC1 position at the time this agreement is ratified may either (1) move to the P-3 Pay Grade or (2) become a Registered Behavioral Therapist (RBT) in the District by obtaining certification by the start of the 2026-2027 school year, in which case such employee shall be paid at the RBT/LC-1 Pay Grade. An employee who obtains RBT certification and becomes an RBT in the District by the start of the 2026-2027 school year shall be reimbursed by the Board for the cost of the application and test associated with obtaining such certification.

8/4/23

Date

By: 

BOARD OF EDUCATION, POMPERAUG
REGIONAL SCHOOL DISTRICT 15

8/3/23

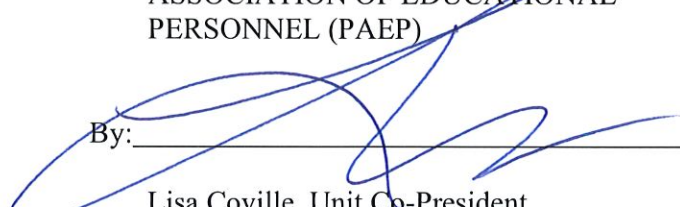
Date

By: 

Joy Alzamora, Unit Co-President
UPSEU Unit 111, POMPERAUG
ASSOCIATION OF EDUCATIONAL
PERSONNEL (PAEP)

8-3-23

Date

By: 
Lisa Coville, Unit Co-President
UPSEU Unit 111, POMPERAUG
ASSOCIATION OF EDUCATIONAL
PERSONNEL (PAEP)