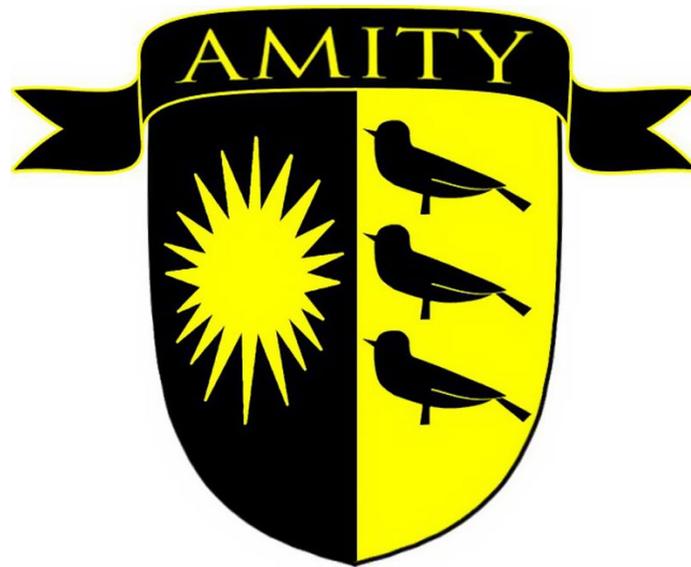


# AMITY REGIONAL SCHOOL DISTRICT NO. 5

## STANDARD BENEFITS PACKAGE

for

NON-UNION, NON-CERTIFIED STAFF



Approved June 10, 2019  
Reviewed May 2025

This is the Standard Benefits Package ("Package") offered by the Amity Regional School District No. 5 Board of Education. The Package will be reviewed at least annually by the Board and modified at the Board's sole discretion, with or without prior notice to employees.

The Superintendent reserves the right to offer benefits above the Standard Benefits Package if a candidate's experience, education, and job classification warrant a differential.

Employees understand and agree that this Package is not a contract of employment for a definite term. Employees understand and agree that their employment by the Board is "at-will" and is not for any specified term and that either the Board or Employee may terminate the employment relationship with or without cause for any lawful reason at any time. In the event that an Employee's employment relationship with the Board is terminated after the effective date of this Package, whether voluntarily or involuntarily, the Employee's restrictions and obligations under this Package, if there are any, shall nevertheless survive such termination.

For the purpose of this document, employees who work 12 months will be designated as annual employees. Staff who work 10 months (excluding the summer) will be designated as school term employees.

**90-DAY PROBATIONARY PERIOD**

Each new hire shall serve a ninety (90) working day probationary period. "Working day" shall be defined as days that the employee actually attends work. Prior to or at the end of the probationary period, the Superintendent or his/her designee will make a recommendation to the Superintendent of Schools or his/her designee to either retain or terminate the employee. Employees subject to a recommendation to terminate shall be informed, with rationale, of the decision by the Superintendent of Schools or his/her designee. The probationary period may be extended at the discretion of the Superintendent of Schools or his/her designee.

**HOLIDAYS**

Full-time employees will receive the following paid holidays as listed:

**ANNUAL EMPLOYEES**

- New Year's Day
- Martin Luther King Day
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day/Indigenous People's Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve
- Christmas Day
- Other holidays as observed by the Board

**SCHOOL TERM EMPLOYEES**

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Labor Day
- Thanksgiving Day
- Christmas Day

If school is in session for any of the holidays defined above, the employee is required to work on that day. If the holiday falls on the weekend, the Superintendent may designate other day(s) to observe the holiday.

In order to qualify for holiday leave, an eligible employee shall have worked on the last regularly scheduled workday prior to and the next regularly scheduled workday following the holiday, unless the employee is out of work due to a previously approved vacation day, excused sick leave, jury duty or funeral leave. In the case

of a sick leave, the sick leave will be considered excused if the employee submits a note from the physician treating the employee for the illness that caused the sick day no later than the second workday following the holiday that is satisfactory to the Superintendent or his/her designee. In the case of jury duty, the employee may qualify for paid leave only upon presenting proof of service upon his/her return to work.

### **PERSONAL LEAVE**

All full-time employees shall be eligible for a maximum of three (3) days annually for personal business that cannot be conducted outside of work hours. In the first year of employment and ending on June 30th, the days shall be prorated from the date of hire. Requests for personal leave should be made as far in advance as possible. Personal leave is not cumulative. Personal leave may not be used to extend a vacation or holiday period. Personal leave may not be used before or after a holiday unless the employee obtains written approval from the Superintendent.

### **JURY DUTY**

An employee who is officially summoned for jury duty shall be paid the difference between the employee's regular daily wages and the compensation received for jury duty. This principle shall apply only for those days when the employee is actually serving as a juror and is scheduled to work. Whenever the employee is on leave from jury duty, he/she is expected to report to his/her regular work assignment.

If an employee is advised prior to the day he/she is scheduled to report for jury duty that he/she is not required to report for jury duty, he/she is expected to report to work. If the employee does not report to work, a different form of paid leave that can be used for an absence from work under the terms of this Agreement may be used by the employee for the day.

Upon receipt of a juror questionnaire, its receipt is to be reported by the employee within seven (7) calendar days of the date of receipt to the building Principal or supervisor. In order to receive the pay differential, an employee must provide verification to his or her supervisor that he or she actually performed jury duty within 10 days.

### **SICK DAYS**

Annual employees shall be entitled to 15 days sick leave with full pay each fiscal year; these days will be accrued on a monthly basis and prorated for the first year of employment. Such leave, if unused, shall accumulate to a maximum of 150 days.

For absence for which sick leave is claimed, on or after the third (3<sup>rd</sup>) consecutive sick day, the Superintendent of Schools or his/her designee may require evidence in the form of a note from the physician treating the employee for the illness or injury that caused the sick day. Documentation may also be requested for any sick leave taken immediately prior to or immediately following a holiday or vacation period. Such note shall state the nature of the illness or injury and the expected duration.

Additionally, a note from the physician treating the employee for an illness that caused the absence(s) may be requested if a review of the employee's record demonstrates an excessive use of sick leave, an abuse of sick leave and/or a pattern of absenteeism. A pattern of absenteeism, an abuse of sick leave or an excessive use of sick leave may be the basis for discipline or other appropriate action.

A pattern of absenteeism shall be defined as repeated:

- a. absences prior to or after weekends (or prior to or after the employee's regularly scheduled last day of work during a calendar week);

- b. absences prior to or after scheduled days off;
- c. absences prior to or after holidays;
- d. the use of sick time intermittently in conjunction with other forms of paid time off;
- e. absences on the same day every week or month; and
- f. consistently taking sick days (full day increments or partial day increments) over a period of time (provided, in the event that an employee provides the Board with a note in advance of anticipated medical or dental treatment, such absence shall not counted).

School term employees shall be entitled to 10 days sick leave with full pay each fiscal year; these days will be accrued on a monthly basis and prorated for the first year of employment year. Such leave, if unused, shall accumulate to a maximum of 100 days.

Part-time school-term employees shall be entitled to 10 days sick leave with pay; these days would be prorated to the actual hours worked. Such leave, if unused shall accumulate to a maximum of 100 prorated days.

Upon resignation or retirement, there will be no pay-out for unused sick days

**FUNERAL LEAVE**

Regularly employed full-time personnel who work on a ten (10) or twelve (12) month basis will be accorded a maximum leave of five (5) days per contract year for each death of an immediate family member, immediate family member is defined as including a parent, a brother, or sister, spouse, father-in-law, mother-in-law, a domestic partner (as defined below), or son or daughter.

A maximum leave of three (3) days per school year shall be accorded for each death of a grandparent, grandchild, brother-in-law or sister-in-law, daughter-in-law and son-in-law.

Regularly employed full-time personnel shall be granted a maximum leave of one (1) day for each death of an uncle or aunt.

A domestic partner shall be defined as two adults of the same or opposite sex who are not related by blood, who have lived together continuously for at least five (5) years and plan to do so indefinitely, who reside at the same address, who are mutually responsible for their common welfare, basic living expenses and financial obligations to third parties (and are otherwise financially interdependent) and who maintain no other domestic partnerships, marriage and are not legally separated from anyone else. Funeral leave shall only extend to the death of the domestic partner, not the domestic partner’s family members.

**VACATION DAYS**

Annual employees shall be eligible for paid vacation days, which are prorated in the first year of employment according to the following schedule. The Superintendent may consider prior years of experience in a similar position when determining placement on the schedule.

First through third year of employment	10 days per year
Fourth through ninth year of employment:	15 days per year
Tenth through fifteenth year of employment:	20 days per year
Sixteen years of employment or greater	25 days per year

No employee hired by the Board of Education prior to July 1, 2019 shall have fewer vacation days as a result of this Package than those allocated for the 2018-2019 school year.

Upon retirement or resignation, unused vacation days earned during the fiscal year shall be paid out to the employee.

Employees may request permission from the Superintendent to carry forward unused vacation days into the next fiscal year. No more than 5 days may be carried forward. Upon retirement or resignation, vacation days that were carried forward shall not be paid out.

#### **MEDICAL AND LIFE INSURANCE**

The Board shall provide health and dental insurance coverage for annual employees, his/her spouse, and any eligible dependents of the employee under the High Deductible Health Plan ("HDHP") and dental insurance plan provided for school clerical and administrative assistants employed by the Board as set forth in the collective bargaining agreement between the Local 1303-178 of Connecticut Council, #4 AFSCME, AFL-CIO and the Board. For the period of this Package, the employee's premium costs contributions and the Board's funding of the HDHP deductible will be equal to the contributions of clerical and administrative assistants employed by the Board as set forth in the applicable collective bargaining agreement between the Local 1303-178 of Connecticut Council, #4 AFSCME, AFL-CIO and the Board. The Board will maintain, to the extent provided by law, a plan under Section 125 of the Internal Revenue Code, in order to allow the annual employees to pay his/her insurance premium contributions on a pre-tax basis.

The Board shall provide health insurance coverage for school term employees, his/her spouse, and any eligible dependents of the employee under the High Deductible Health Plan ("HDHP") with 100% of the cost assumed by the employee. No dental insurance shall be provided to school term employees.

The waiver clause for insurance buyouts of the administrative assistants' contract will not apply to any non-union employee.

Part-time employees shall not be eligible for medical or dental insurance.

The Board shall provide fifteen thousand (\$15,000) for life insurance to all annual employees. No employee hired by the Board of Education prior to July 1, 2019 shall have a lesser life insurance benefit as a result of this Package than that defined for the 2018-2019 school year.

School term and part-time employees are not eligible for life insurance.

All employees are eligible to participate in a 403B and 457 Tax Sheltered Annuity.

#### **PENSION**

Employees hired prior to July 1, 2016 shall be covered by the Amity Regional School District No. 5 Pension Plan.

Such eligible employees shall contribute the following percentages toward the Amity Regional High School District #5 Pension Plan:

**Effective July 1, 2024**     4%

Employees hired on or after July 1, 2016 shall be offered a defined contribution plan in lieu of the Amity

Regional School District No. 5 Pension Plan. Effective July 1, 2023, the employee may elect to make a voluntary after-tax contribution of two percent (2%) of earnings each pay period toward the defined contribution plan, which the Board will match. The Board contributes 5%.

**WORK HOURS**

Annual employees are expected to work an eight (8) hour day, and a total of forty (40) hours per week. Within the eight (8) hour day, full-time employees shall receive a one-half (1/2) hour paid lunch break and two (2) fifteen (15) minute paid breaks during the work day.

School term employees are expected to work an eight (8) hour day, and a total of forty (40) hours per week. The work schedule will be set by the building principal.

Annual employees may request to work seven (7) hours per day with a one-half (1/2) hour paid lunch break during the work day during the holiday, winter, spring, and summer recess; it is fully at the discretion of the immediate supervisor to grant this request. Once requested, the work schedule is fixed until the end of the recess period. Employees shall be paid for only the actual hours worked.

In the event that all school offices are closed on a scheduled work day, annual employees are not expected to report to work and shall receive the day off with pay.

In order to work beyond the regular workday or workweek, the employee must have written approval by their immediate supervisor. Overtime will be paid for hours worked over eight (8) per day or over forty (40) hours worked in a week. Only actual hours worked will apply toward overtime.

**REMOTE WORK**

The Superintendent may approve select staff to work remotely if it is in the best interest of the District. Remote work may be directed by the Superintendent or requested by an employee for particular circumstances. The assignment and/or approval for remote work is solely at the Superintendent's discretion.