

AGREEMENT

BETWEEN THE BOARD OF EDUCATION OF  
REGIONAL SCHOOL DISTRICT #11 AND THE PARISH  
HILL HIGH SCHOOL PARAPROFESSIONAL AND  
MAINTENANCE WORKERS UNION,  
LOCAL 1303-241 OF COUNCIL #4, AFSCME, AFL-CIO

For the Period July 1, 2018 - June 30, 2021

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## **AGREEMENT**

This Agreement is entered into by and between the Board of Education of Regional School District #11 (hereinafter referred to as the "Board") and the Parish Hill High School Paraprofessional and Maintenance Workers Union, Local 1303-241 of Council #4, AFSCME, AFL-CIO (hereinafter referred to as the "Union").

### **ARTICLE I-RECOGNITION**

The Board recognizes the Union as the sole and exclusive bargaining agent for a unit consisting of all custodian and maintenance employees, paraprofessionals and the school nurse employed by the Board excluding temporary or part-time employees who work on a seasonal basis (not more than 120 days in a calendar year) and other employees excluded from the definition of "employee" under §7-467, *et seq.*, of the Connecticut General Statutes, as amended.

The term "Board of Education" or "Board", as used in this Agreement, shall mean the Board or its designee. The term "Superintendent of Schools" or "Superintendent", as used herein, shall mean the Superintendent or his or her designee. The terms "Principal" and "Administrator" shall mean the Building Principal or his or her designee.

### **ARTICLE II - BOARD RIGHTS**

It is recognized that the Board has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the public schools in Regional School District No. 11 in all its aspects, including but not limited to the following: to determine the type of work to be performed by employees; to assign all work to employees or other persons; to decide the methods, procedures and means of conducting the work; to select, hire and demote employees; to discharge or otherwise discipline any employee; to promote, transfer and lay off employees; to decide the need for facilities; to determine shift schedules and hours of work; to establish or continue policies, practices and procedures for the conduct of business and the management of operations, and from time to time to change or abolish such policies, practices or procedures.

These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except the same shall not be exercised in a manner inconsistent with or in violation of the specific terms or the provisions of this Agreement.

### ARTICLE III - WAGES

See Appendix 1.

#### A. Supervisory Assignment

An employee assigned by the Principal or designee to work his/her supervisor's job for a period of five (5) or more continuous workdays shall receive an additional two dollars (\$2.00) per hour for all such time worked in that continuous period.

### ARTICLE IV - INSURANCE

This article and the attached insurance matrix document contain summaries and descriptions of various insurance benefits. It is agreed and understood by the parties that the insurance descriptions contained in this Agreement and the matrix are descriptive only and are not insurance policies. All questions or issues concerning insurance coverage and related matters shall be determined by reference to the actual insurance policy documents issued or possessed by the insurers. In the event of error or misstatement in this Agreement or the matrix, the policies shall always prevail.

A. The Board shall provide each employee permanently working thirty (30) or more hours per week the opportunity to enroll in the insurance coverage set forth below.

Effective as reasonably practical after the execution of this successor contract, the Board shall provide, as the sole insurance plan, a high deductible health plan ("HDHP") with the following plan design:

- Health Savings Account \$2,500/\$5,000
- \$0 office visit, after deductible
- \$0 wellness, deductible waived
- \$0 hospital, after deductible
- \$0 outpatient surgery, after deductible
- \$0 walk-in, urgent care, and emergency room, after deductible
  
- In/Out-of-Network Deductible \$2,500/\$5,000
- In-Network Co-Insurance 100%, after deductible
- Out-of-Network Co-Insurance 70%/30%, after deductible
- Out-of-Pocket Maximum \$2,500/\$5,000 in-network; \$5,000/\$10,000 out-of-network
- Prescriptions 100%, after deductible

Employees shall pay as their premium cost share upon plan implementation:

- For eligible employees hired on or before 2/28/94, they shall as their premium cost share as follows:
  - 15% upon plan implementation;
  - 15.5% effective July 1, 2019; and
  - 16% effective July 1, 2020.
- For eligible employees hired after 2/28/94, they shall pay as follows:
  - Effective upon plan implementation, 15% for single coverage or 50% of the difference between the premium costs for individual and dependent coverage;
  - Effective July 1, 2019, 15.5% of the premium cost for individual or 50% of the difference between the premium cost for individual and dependent coverage for dependent coverage; and
  - Effective July 1, 2020, 16% of the premium cost for individual or 50% of the difference between the premium cost for individual and dependent coverage for dependent coverage.

HSA Contribution:

The Board shall fund the deductible into the HSA as follows:

- Effective upon plan implementation, \$1,750 for individual and \$3,500 for family;
- Effective July 1, 2019, \$1,750 for individual and \$3,500 for family (the Board shall fund its obligation in increments of  $\frac{1}{4}$  on July 1 and  $\frac{3}{4}$  on October 1);
- Effective July 1, 2020, \$1,500 for individual and \$3,000 for family (the Board shall fund its obligation in increments of  $\frac{1}{4}$  on July 1 and  $\frac{3}{4}$  on October 1).

An employee may request to have 100% of the Board's funding obligation prior to October 1 in any year if they incur a catastrophic medical condition that is documented by medical evidence.

The Board's HSA contribution obligation shall be prorated by month for mid-year hires and/or for those hired after July 1.

The Board shall have no obligation to contribute to the HSA for any retiree or other non-employee.

The Board shall pay as income to any employee that is ineligible for an HSA the dollar amount of the Board's contribution obligation.

The precise terms of the medical benefit plan, prescription plan and, any plan penalties are set forth in the terms of the Board's insurance contract as prepared by the Board's insurer.

2. An individual term life insurance policy having a face value in the amount of \$15,000 which policy shall contain an accidental death and dismemberment clause.

3. All insurance benefits, including reinstatement of discontinued insurance benefits (if permissible) shall be provided in accordance with the terms of the insurance company administering the plan at the time that benefits are sought. Disputes concerning an employee's eligibility or entitlement to the benefits contained therein are matters which are to be resolved by the employee and the insurance carrier administering the plan. Under no provision of this article shall the Board be deemed to be a self-insurer when it has contracted with an insurer, and disputes concerning coverages shall not be subject to the grievance procedure contained in this Agreement. The Town shall have the right to change insurance carriers and/or self-insure, in whole or in part, in order to provide the insurance coverage set forth above, provided that the plan(s) which result(s) from change in carriers and/or self-insurance are substantially equivalent to the plan(s) described above, in terms of coverage, benefits, and administration when viewed as a whole. Details of all insurance plans under this Agreement are filed with the Superintendent of Schools after receipt from the insurance provider and may be examined during regular office hours. The terms and conditions of these plans shall determine the benefits for which employees may be eligible, and this Agreement will not be construed to alter these terms or grant additional benefits not provided in them.

B. To be eligible to receive these insurance benefits, each employee must submit a written wage deduction authorization permitting the Board to deduct from the employee's salary, his/her share of the premium set forth above. Each employee will be informed of the premium in writing prior to the first or any revised deduction. An employee may forego or withdraw from full coverage rather than pay his/her share of the premium.

C. An employee receiving Board provided health insurance who retires after fifteen (15) year of continuous employment with the Board shall be entitled to purchase medical insurance benefits at the group rate at the retiree's own expense, until age 65, subject to the conditions set forth above.

D. Employees eligible to receive medical insurance under this Article who elect to waive coverage for a full work year shall receive an annual payment of \$1526.88 for waiving family coverage, \$1288.44 for waiving employee plus one coverage and \$892.08 for waiving single coverage, in lieu of the insurance benefit, provided he or she is employed at the time payment is due. Payment installments shall be made in the middle and at the end of each work year. Qualifying employees who begin employment during the work year shall receive a pro-rata share of the annual payment. All waiver payments are contingent on completion of a payment waiver form and proof of alternative insurance coverage. Such forms and proof of alternate insurance coverage shall be completed and submitted to the administration no later than thirty (30) days following an employee's election to waive health insurance. If an employee fails to comply with this procedure, the employee shall forfeit his or her right to the waiver payment.

E. Subject to law, including the rules and regulations of the Internal Revenue Service, the Board shall maintain a "Section 125" salary reduction agreement which shall be designed to permit exclusion from taxable income the employee's share of health insurance premiums. The Board makes no representation or guarantees as to the continued viability of such plan and shall incur no obligation or engage in any form of impact bargaining in the event a change in law reduces or eliminates the tax exempt status of employee contributions or other benefits. In such event, bargaining unit members shall continue to contribute to the cost of providing insurance benefits at existing levels.

F. An employee who resigns between and including July 1 and the beginning of the next school year, shall forfeit any payments or benefits normally due upon separation from employment unless such payments or benefits are required by state or federal law.

#### ARTICLE V - HOURS OF WORK

A. For full-time custodians and maintainers, the normal work day shall be up to eight (8) hours in duration and for paraprofessionals, the normal work day shall be up to eight (8) hours in duration. Employees working at least six and one-half hours per day shall receive a paid lunch of one-half hour in duration as part of this normal work day.

B. The normal work week for the full-time employees shall be five days per week, Monday through Friday.

C. The Board shall attempt to schedule the normal work day between and including 6:00 a.m. and 5:00 p.m. unless the needs of the school system dictate otherwise: A permanent change in hours shall be made only after two weeks notice to the employee affected.

D. The provisions of this article shall not preclude the Board from altering work schedules or creating less than full-time positions to meet the needs of the school system.

E. For all hours worked in excess of eight (8) hours per day, or forty (40) hours per week, an employee shall be paid at the rate of time and one-half (1-1/2) his/her regular hourly rate.

F. Time and one-half (1-1/2) the regularly hourly rate shall be paid for all work performed on Saturday.

G. Double time (2) shall be paid for all hours worked on Sunday.

H. Double time (2) shall be paid for all hours worked on holidays on dates when school is not in session, in addition to holiday pay.

I. Paraprofessionals will not be required to make up work time or incur loss of pay due to a late opening or early dismissal due to weather conditions or emergency conditions.

During late opening, early dismissals and school closing due to weather or emergency conditions, maintenance and custodial employees are expected to report to work when roads are passable, unless directed otherwise.

Maintenance and custodial employees will not be required to make up work time or incur a loss of pay due to a late opening, early dismissal or school closing due to weather conditions as long as those employees adhere to this contract section.

J. The work year for ten month employees shall be the student year plus three additional days. Of the three additional days, two days shall be superintendent's days. Of the three additional days, one day shall be worked either before or after the student year, based on the needs of the school system and as scheduled by the Board. Notwithstanding this provision, the Board shall retain the flexibility to ask bargaining unit employees to work during the summer recess.

K. Bargaining unit members shall be given preference when bargaining unit work is available other than during the school work year.

#### ARTICLE VI - VACATION SCHEDULES

A. Full-time non-certified personnel working on a twelve-month basis (2080 hours) will be eligible for vacation with pay in accordance with the schedule below:

Completed Years of Service	Working Days
0 - 5 months	0 days
6 months - 11 months	5 days
1 year - 4 years	10 days
5 years - 11 years	15 days
12 years and over	20 days

Vacation schedules must be approved by the Principal or his or her designee. Vacations will be granted only when it does not impair the operation of the school. They must be taken by employees during the scheduled year. Vacation time is not cumulative.

B. Compensation for unused vacation days shall be paid on a prorated basis to an employee or his or her estate who terminates employment or dies during the course of a work year except as otherwise provided in this Agreement. The number of vacation days granted to such an employee shall be an amount equal to the number of days the employee would have been entitled to after a full work year multiplied by a fraction in which the numerator is the number of days the employee worked (including sick days and holidays) and the denominator is the number of work days in the work year, including holidays.

ARTICLE VII - HOLIDAYS

- A. Full-time, twelve month employees are entitled to a holiday with pay as listed below. Full-time, ten month employees receive payment for nine (9) of these days. These days are denoted with an asterisk.\*

Fourth of July	½ day - December 31st
Labor Day	*New Year's Day
*Columbus Day	*Martin Luther King Day
*Veterans Day	*President's Day
*Thanksgiving	*Good Friday
Day after Thanksgiving	Memorial Day
½ day - December 24 <sup>th</sup>	*Floating Holiday (For 12 month employees: as determined by the Superintendent. For 10 month employees: at the employee's discretion as long as school is in session upon the approval of the administration.
*Christmas	

Any other legal holidays which may be included as holidays in the school calendar.

- B. The above holidays shall be celebrated on the date declared by the federal or state government, or in lieu thereof by the Board of Education, as the official day of celebration, and only when school is not in session.

ARTICLE VIII - LEAVE PROVISIONS

A. Sick Leave

Employees shall be entitled to sick leave with full pay up to twelve (12) days for 12 month employees and ten (10) days for 10 month employees cumulative at a rate of one day and one quarter per month worked. Employees may accumulate sick leave up to a maximum total of 150 days. In the event the administration has a reasonable suspicion that an employee is abusing sick leave, the administration may require the employee to document his/her illness with a physician's certificate or to undergo an examination by a Board-appointed physician at the Board's expense. With respect to any employee granted a paid or unpaid long term leave of absence for medical reasons, the administration may periodically require such an employee to provide a statement from his or her physician indicating the nature of employee's injury or illness, the anticipated duration of the leave, and the fitness of the employee to return to work. In addition, the administration may require such employee to undergo an examination by a Board-appointed physician at the Board's expense. An employee who retires at age 55 or older after 15 years of continuous service with the Board, or at age 65 or older, regardless of years of service, or who dies while employed by the Board shall receive the per diem value of 25% of accumulated sick leave by the next July 1<sup>st</sup> following death or retirement.

**B. Personal Leave**

Each employee, with the permission of the Principal or his or her designee, may be granted with pay four (4) days per year. Employees requesting personal leave must state the reason for such request, which must be made at least two business days in advance of leave, except in the case of emergencies. The granting of such leave shall be subject to the following definitions and limitations:

- a. Three (3) days per year for necessary personal business which cannot be transacted other than during working hours.
- b. One (1) day per year will be granted for a truly personal reason.

**C. Death in the Immediate Family**

An employee shall be granted with pay a total of five (5) days per year for the death of the employee's parents, children, siblings, domestic partner, spouse or spouse's parents. An employee shall be granted with pay a total of three (3) days per year for the death of the employee's grandparents, grandchildren, brother-in-law, sister-in-law or any relation who resides in the employee's household. Additional days may be granted upon request in unusual circumstances.

For purposes of this Agreement, a "domestic partner" is defined as an unmarried person who shares an exclusive mutual commitment to another unmarried person of the same or opposite gender. Both partners agree to be responsible for each other's common welfare, living expenses and financial obligations, including the care of each other's minor dependants. The individuals must be at least 21 years of age and be each other's sole domestic partner and intend to remain so indefinitely. Neither party shall be married to another person and neither shall be related to the other by adoption or blood to a degree of closeness that would bar marriage in the State of Connecticut. The partners must currently be residing together and have resided together for at least twelve (12) months.

**D. Jury Duty**

An employee required to report for jury duty shall receive jury leave in accordance with State and Federal law.

**E. Worker's Compensation**

In cases where an employee regularly working thirty or more hours per week is absent from work because of an employment related injury or illness as covered by the Worker's Compensation Act, he/she shall receive from the Board an amount which represents the difference between full salary and compensation benefits for a period not to exceed sixty (60) work days. This differential shall not be chargeable to any sick leave

which the employee has accrued. After the expiration of this sixty (60) day period, an employee may use available sick leave to make up the difference between his/her regular salary and the worker's compensation benefit received.

**F. General Leave of Absence**

Such employee shall be able to continue his/her group insurance, at his/her own expense, at the prevailing COBRA rate. Arrangements for payment shall be made with the office of the Superintendent.

Such leave shall normally begin and end at the close of the school year and be for no more than one full work year. Applications for such leave shall be made in writing stating the reason(s) for the request and length of leave required and shall be filed no later than thirty (30) days' prior to the requested commencement of leave.

An employee returning from leave shall be placed in a position equivalent to the position held before the leave, at a step not to exceed one above the step occupied by the employee during the last full contract year worked.

The Board's decision granting or denying this leave and the beginning and ending dates established by the Board shall not be subject to the grievance procedure set forth in Article XII.

**G.** An employee intending to return from a paid or unpaid leave (excluding leave granted for medical reasons) at the commencement of an academic year shall file a notice of such intention with the Superintendent of Schools on or by the March 15 preceding the scheduled date of return. An employee required to return from leave on a date other than at the commencement of an academic year or granted a leave to commence after March 15 shall file a notice of intent to return by or on the date established by the Board of Education at the commencement of the leave. An employee who fails to file a notice of intent to return with the Superintendent by the required date shall be deemed to have resigned from the employ of the Board of Education effective on the notice of return date.

**H.** Any leave granted under the terms of this Agreement shall be deducted against the employee's leave allotment under the Family and Medical Leave Act, as applicable.

**ARTICLE IX – VACANCIES**

**A.** The Board and the Union agree that all position vacancies within the bargaining unit shall be posted in advance of filing such position. For the purpose of this article, "vacancy" shall mean positions which are open as a result of death, retirement, discharge or the creation of a new position. Notwithstanding this provision, vacancies shall only be posted after the Superintendent has exercised his/her right to fill openings by means of employee transfer. Vacancies shall be filled on the basis of qualification and experience as determined by the Superintendent of Schools. Only when these factors are equal, in the opinion of the Superintendent of Schools, will the individual with the most seniority

be hired or appointed to fill the vacancy. The length of continuous service within the bargaining unit shall determine the seniority of the employee.

B. Paraprofessional Title I Qualifications

1. Instructional paraprofessionals working in programs supported by No Child Left Behind Title I Funds hired on or after January 8, 2002 must be qualified upon date of hire. Instructional paraprofessionals working in programs supported by Title I Funds before January 8, 2002 must be qualified no later than June 30, 2005, or at the discretion of the Superintendent, no later than the start of the 2005-2006 school year.
2. All instructional paraprofessionals hired on or after the effective date of this Agreement, working in programs that are not supported by No Child Left Behind Title I Funds must be qualified upon date of hire.

**ARTICLE X – SENIORITY**

Seniority shall be determined by reference to the length of continuous employment with the Board in positions incorporated within the bargaining unit. Seniority shall be broke by the following: discharge, retirement, or resignation.

**ARTICLE XI – REDUCTION IN FORCE**

A. When in the judgment of the Board of Education, it becomes necessary to eliminate positions in the bargaining unit, the administration will recommend the specific position to be eliminated and the personnel to be terminated and, subject to concurrence by the Board, the administration shall notify each individual so involved in writing.

B. Layoff shall be based on reverse order of seniority within the following two classifications:

- I. Maintenance / Custodians
- II. Paraprofessionals

An employee holding a position scheduled for elimination due to layoff may bump the least senior employee within his/her classifications subject to the condition that the bumping employee can perform the duties of the employee being bumped.

C. The laid off individual's name shall be placed on a recall list for a period of one year subject to recall in the reverse order of seniority, and he/she shall have the right to be recalled to the classification from which he/she was laid off, if the position should become vacant or be reinstated. The choice of employees to be rehired shall be based on seniority, provided the employee can, in the judgment of the Superintendent of Schools, satisfactorily perform the work available.

D. No person shall be newly hired in a classification that includes an individual on the recall list until all persons on the recall list in that classification have been notified by certified mail sent to the individual's last known address and such individuals either are offered employment or decline such re-employment offer. It shall be the laid off individual's responsibility to notify the Superintendent of Schools of his/her current address. An individual who declines an offer of re-employment in the same classification as previously employed shall forfeit recall rights. Failure to respond in writing to a notice of an opening within five (5) working days after the mailing thereof shall be deemed to be a refusal to accept re-employment. Returning individuals must return to work within fourteen (14) calendar days from the date of the mailing of the notification or the date the position becomes open, whichever occurs later.

E. A newly hired employee shall have no seniority rights or other rights under this Agreement, including discipline rights set forth in Article XV, for the first 120 days the employee actually works as a member of the bargaining unit. Prior to the end of this 120 work day period the Superintendent or his designee shall review the performance of the newly hired employee and determine whether the employee shall be granted seniority rights under this article. An employee who is not granted seniority rights shall possess all other rights accruing under the terms of this Agreement. Employees on staff on the effective date of this Agreement shall possess seniority in accordance with Section A, above.

## ARTICLE XII – GRIEVANCE PROCEDURE

### **A. Purpose**

1. The purpose of this procedure is to secure, at the lowest possible administrative level, solutions to problems which may arise under the specific provisions of this Agreement.
2. Nothing contained herein shall be construed as eliminating the right of any member of the unit to discuss informally a concern or problem with any appropriate member of the school administration.

### **B. Definitions**

1. A "grievance" shall be defined as a signed complaint by an employee that there has been a violation, misinterpretation or misapplication of a specific provision or provisions of this Agreement.
2. A "grievant" shall mean any employee directly affected by an alleged violation, misinterpretation or misapplication of a specific provision or provisions of this Agreement who then files a signed grievance.

3. The term "days" shall be defined as days when the office of the Superintendent of Schools is officially open.

**C. Procedure**

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered the maximum and every effort shall be made to expedite the process. The time limit specified may, however, be extended by mutual Agreement between the Superintendent of Schools and the grievant provided such Agreement is in writing and is signed.

1. **Level One – Informal Procedure**

Prior to filing a grievance, the grievant may discuss the matter with his/her immediate administrator in an attempt to resolve informally the situation.

2. **Level Two – Immediate Administrator**

Within seven (7) days after the employee knew or should have known of the alleged grievance, he/she may file a written complaint with his/her administrator, setting forth the facts of the complaint and identifying the specific contract language which the grievant alleges to have been violated, misinterpreted or misapplied and the remedy requested. Within ten (10) days after receiving the written grievance, the administrator shall meet with the grievant in an attempt to resolve the grievance. Within ten (10) days after such meeting, the administrator shall render his decision in writing. If for any reason the administrator does not render his decision within ten (10) days after the meeting, or if the decision is rendered and the grievant wishes to appeal, the grievant may appeal to Level Three.

3. **Level Three - Superintendent of Schools**

An appeal to the Superintendent of Schools must be made in writing within five (5) days after the immediate administrator renders his decision or, within five (5) days after the ten (10) day period set forth in Level Two for rendering a decision has expired. The written appeal must contain all the information specified in the complaint submitted to the immediate administrator. Within ten (10) days after receiving the written grievance by the Superintendent, the Superintendent shall meet with the grievant in an effort to resolve the grievance. Within ten (10) days after such meeting, the Superintendent shall render his decision in writing. If for any reason the Superintendent does not render this decision within ten (10) days after the meeting, or if the decision is rendered and the grievant wishes to appeal, the grievant may appeal to Level Four.

4. **Level Four – Board of Education**

An appeal to the Board of Education must be made in writing within five (5) days after the Superintendent renders his decision, or within five (5) days after the ten (10) day period set forth in Level Three for rendering a decision has expired. The written appeal must repeat all the information specified in the complaint submitted to the Superintendent. The Board of Education or committee of the Board will hear the grievance within thirty (30) days after the submission of the grievance and shall issue a decision within fifteen (15) days from the date of the hearing.

5. **Level Five – Binding Arbitration**

In the event the Union is not satisfied with the disposition of the grievance at Level Four, the Union may file a claim for arbitration with the State Board of Mediation and Arbitration within twenty (20) days after the Board has issued its decision or within twenty (20) days after the 15 day period for issuing a decision at Level Four has expired. A claim for arbitration shall briefly state the facts of the case, the contract provisions allegedly violated and the remedy requested, and – shall be filed simultaneously with the Superintendent of Schools. The arbitrator(s) shall be bound by the specific terms of this Agreement, and he/she shall have no authority to add to, subtract from, or in any way modify its terms. The decision of the arbitrator(s) shall be final and binding on all parties and shall be the exclusive remedy for breach of this Agreement, except that the parties do not waive their legal right to appeal the arbitrator's award pertaining to such grievance as permitted by law. In any such appeal or in any action to determine the arbitrability of the claim in dispute, the issue of arbitrability shall be deemed a question of law for the court to determine.

- D. Expenses for the arbitrator(s)' services and the proceedings shall be born equally by the Board and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, such costs shall also be borne equally by the Board and the Union and both parties shall receive a copy of the official record of the proceedings.

### ARTICLE XIII – ANTI-DISCRIMINATION

Section 46a-60 of the Connecticut General Statutes, is set forth in Appendix III for informational purposes only. The procedure set forth in this statute shall be the exclusive remedy for all complaints arising within its scope.

### ARTICLE XIV – UNION DUES

- A. The Board agrees to deduct from the pay of its employees who sign appropriate wage deduction authorizations such membership dues as may be fixed by the Union. Each employee, as a condition of employment, shall become a member of the Union in good standing and authorize the deduction of union dues or shall pay a union service fee commencing with the 30<sup>th</sup> day of employment or within thirty days after the execution of this Agreement, whichever is later. Such Union service fee shall be established by the Union and shall be an amount equal to the pro-rata cost incurred by the Union for collective bargaining, contract administration and grievance adjustment. The service fee deduction procedure established by the Union shall comport with law. The current rate of membership dues and service fees shall be certified by the Union president at least one month prior to the deduction or any change in the amount of dues or fees to be deducted.
- B. Union dues and service fee deductions shall be made during a regular payroll week of each month and shall be remitted to the Union no later than ten (10) days following the end of each month.
- C. The Union agrees to indemnify and to hold and to save the Board harmless from any and all claims, damages, suits or other forms of liability including reasonable attorney's fees that shall or may arise out of or by reason of any action taken by the Board for the purpose of complying with the provisions of this Article.

### ARTICLE XV - JUST CAUSE

No employee shall be discharged, suspended without pay without just cause.

### ARTICLE XVI - SEVERANCE CLAUSE

If any section, sentence, clause or phrase of this Agreement shall be found for any reason to be inoperative, void or invalid, the validity of the remaining portion of this Agreement shall not be affected.

### ARTICLE XVII - FULL AND COMPLETE AGREEMENT

This Agreement contains the full and complete Agreement between the Board and the Union on all negotiable items, and neither party shall be required during the term thereof to negotiate upon any issue, whether it is covered or not covered in this Agreement.

ARTICLE XVIII - TAX SHELTERED ANNUITY

The Board shall provide a retirement plan in the form of a Tax Sheltered Annuity for all employees covered under this agreement.

Employer contributions will begin one year after each employee's employment date.

Employees must work five (5) years in the school district before they are entitled to any proceeds from this plan.

Employees may make voluntary contributions to this plan.

Employer contributions will be 2% of the employee's wages.

ARTICLE XIX - DURATION

This Agreement shall be in effect from July 1, 2018 to and including June 30, 2021.

REGION 11  
BOARD OF EDUCATION

LOCAL 1303-241 OF COUNCIL 4  
AFSCME, AFL-CIO

  
SIGNED:

  
SIGNED:

9/18/2018  
Date

Sept 18, 2018  
Date

AFSCME 1303-241 PRESIDENT

  
SIGNED: SCOTT SOARES  
STAFF REPRESENTATIVE  
COUNCIL 4, AFSCME

10-9-18  
Date



**APPENDIX I - WAGES**

A. Wages shall be increased according to the following schedule of general wage increases:

<b>CONTRACT YEAR</b>	<b>GENERAL WAGE INCREASE</b>
2018-2019	2.5%*
2019-2020	2.5%
2020-2021	2.5%

\*Retroactive only for those still on the payroll as of the date of execution of the 2015-2018 collective bargaining agreement.

No steps are applicable

B. Subject to any applicable provisions of this agreement, the minimum hourly rate for a newly hired employee will be as follows:

	<b>MAINTENANCE</b>	<b>PARAPROFESSIONAL</b>	<b>CUSTODIAN</b>
2018-2019	\$14.81	\$12.68	\$13.93
2019-2020	\$15.18	\$13.00	\$14.28
2020-2021	\$15.56	\$13.32	\$14.64

Nurse:

2018-2019: \$41,657.28  
2019-2020: \$42,698.71  
2020-2021: \$43,766.18

C. An employee's compensation may be increased more than the general wage increases described above for merit purposes based solely on the Board's discretion.

D. Nurse – Included in the collective bargaining agreement subject to all its provisions and terms and conditions as applicable. Salary: Increased by the general wage increase percentages set forth above for the unit.