

**AGREEMENT**

**BETWEEN**

**REGIONAL DISTRICT 13  
BOARD OF EDUCATION**

**AND**

**REGIONAL DISTRICT 13  
SUPPORT STAFF ASSOCIATION  
AFT LOCAL #4914, AFT CT, AFL-CIO**

**July 1, 2018 – June 30, 2021**

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**ARTICLE 1**  
**INTRODUCTION**

This Agreement entered into on July 1, 2018 between the Board of Education of Regional District 13 (the "Board") and the Regional District 13 Support Staff Association, AFT Local #4914, AFT CT, AFL-CIO (the "Association"), to fix the terms of salaries and other conditions of employment provided herein, and encourage a working relationship that will best serve education.

**ARTICLE 2**  
**RECOGNITION**

**Section 1**

The Board recognizes the Association as the sole and exclusive representative for the purpose of collective bargaining with respect to all matters of wages, hours and other conditions of employment for all support staff consisting of twelve (12) month and ten (10) month secretaries, and teacher assistants (clerical, instructional, health, and library), excluding those employed in the central office.

**Section 2**

Unless otherwise indicated, the term "*employee*" shall refer to all support staff personnel described in Article II (Recognition), Section 1.

**Section 3**

The Board and the Association agree not to discriminate against any bargaining unit member on the basis of race, creed, color, national origin, age, sex, political affiliations, sexual orientation, gender identity, genetic information, marital status, disability, veteran's status or membership or participation in, or association with, the activities of the Association. Any claims of discrimination under this Section shall be handled by the appropriate state or federal agency and not be subject to the contractual grievance procedure (Article VI).

**Section 4**

- A. Written reprimands, suspensions and/or termination of employment shall be imposed for just cause only and the Association shall be notified of such actions taken against any bargaining unit member by the Board or its representative(s). Employees facing potential disciplinary measures shall be notified as to the nature of the complaint against them prior to a pre-disciplinary meeting taking place. This provision shall not apply to investigatory meetings.
- B. Newly hired employees within their probationary period who are disciplined shall have no access to the grievance procedure. (See Article IV, Seniority, Section 1B).

### **Section 5**

The Board shall protect and save harmless any bargaining unit member in accordance with Connecticut General Statutes, Section 10-235 and 10-236(a) as may be amended from time to time. This Section 5 shall not be subject to the contractual grievance procedure (Article VI).

## **ARTICLE 3** **NEGOTIATIONS**

Negotiations for a successor collective bargaining agreement shall occur in accordance with the Municipal Employee Relations Act.

## **ARTICLE 4** **SENIORITY**

### **Section 1**

- A. Seniority shall be determined by the length of continuous service, from the most recent date of hire, with the Regional District #13 Board of Education.
- B. New employees shall serve a probationary period of ninety (90) working days, and shall have no seniority rights during this period, but shall be subject to all other provisions of this Agreement except as noted in Article II (Recognition), Section 4. All employees who have completed their probationary period shall acquire length of service records as of the date of their employment. The administration shall meet with the employee prior to the conclusion of his or her probationary period in order to discuss employee performance to date.

### **Section 2**

Employees shall retain bargaining unit seniority when changing from a twelve (12) month to a ten (10) month position or from a ten (10) month to a twelve (12) month position. When changing from a ten (10) month to a twelve (12) month position the following formula to pro-rate seniority shall apply: Ten (10) months times the number of years worked divided by twelve (12) will determine the level of seniority.

### **Section 3**

The Board shall maintain a seniority list for all District #13 Support Staff. A copy of an updated list shall be furnished to the Secretary of the District #13 Support Staff Association by the end of September. Any objections to the seniority list shall be submitted to the Business Manager in writing within ten (10) working days after the receipt of the list. If there are no written objections to the seniority list within the ten (10) working days of receipt, the list shall be deemed to be accurate, and shall not be subject to the grievance and arbitration provisions of this Agreement.

**ARTICLE 5**  
**PROMOTION AND TRANSFERS**

**Section 1**

The Administration shall notify all current employees of any bargaining unit position that becomes available. The determination to fill a bargaining unit position remains in the sole discretion of the Superintendent of Schools. During the school year, the notice shall be emailed to employees. During vacations months, written notification shall be emailed to an Association Co-President. Notification setting forth the requirements of the position, hours and the procedure for application shall be sent via email to employees at least five (5) week days prior to public notification. It is the practice of the district to promote from within whenever possible, provided the present employee has the best qualifications and abilities to perform the job. The Administration shall determine the qualifications of each posted position. Qualifications shall mean all employment evaluations and/or recommendations, previous related experience and meeting the minimum specifications for the position as posted. Consideration shall also be given to an employee's seniority.

**Section 2**

Support staff personnel shall notify the Central Office in May of each year if they are interested in any position other than their current position. This will be kept on file for one year and when an opening occurs because of a transfer they will be contacted.

**Section 3**

Central office shall notify the person designated by the Association in writing of all newly hired bargaining unit members, no later than seven (7) days after the initial date of hire. Such designation shall be made by the Association each year on June 1.

**ARTICLE 6**  
**GRIEVANCE PROCEDURE**

**Section 1**

A "grievance" shall mean a claim by a member or group of members of the Association or the Association that there has been a violation, misinterpretation or misapplication of the provisions of this Agreement.

**Section 2**

If an employee or the Association feels that he or she may have a grievance, the employee or a representative of the Association shall first discuss the matter with the building principal or other appropriate administrator(s), either directly or through the Association's representative, in an effort to resolve the problem informally. Resolutions to a grievance should start at the lowest possible administrative level and proceed upward. Both parties agree that the proceedings at any level shall be kept as confidential as possible.

### **Section 3**

Upon failing to resolve the grievance informally at the lowest level, an employee, either directly or through the Association's representative, or the Association shall have ten (10) working days to file a written grievance. This should be filed with the building principal or appropriate administrator who shall meet with the grievant within five (5) working days after receipt of the written grievance in an effort to resolve it. The building principal or appropriate administrator shall respond to the grievance in writing five (5) working days after first meeting with the grievant, or ten (10) working days from receipt of the written grievance. Failure of the grievant, or Association, to respond within the specified time, at any level, shall mean that the grievance is waived.

### **Section 4**

If the employee or the Association is not satisfied with the disposition of his or her grievance under Section 3 hereinabove, the written grievance shall be submitted to the Superintendent of Regional District #13 within five (5) working days of the disposition of the grievance under Section 3 above. The Superintendent shall meet with the grievant within five (5) working days after receipt of the written grievance in an effort to resolve it. The Superintendent shall respond to the grievance in writing (5) working days after first meeting with the grievant, or ten (10) working days after receipt of the written grievance.

### **Section 5**

If the employee or the Association is not satisfied with the disposition of his or her grievance under Section 4 hereinabove, the written grievance shall be submitted to the Regional District #13 Board of Education within five (5) working days of the disposition of the grievance under Section 4 above. At its next regularly scheduled meeting after receiving the written grievance, the Board of Education, or a Committee of the Board, shall schedule a hearing for the grievance within thirty (30) calendar days of receipt of the written grievance. The Board of Education, or a Committee of the Board, shall give a written answer to the grievant and the Association within ten (10) calendar days after its hearing on the grievance.

### **Section 6**

In the event that the grievance is not resolved satisfactorily under Section 5 hereinabove, the Association may file to the American Arbitration Association for binding arbitration in accordance with its administrative procedures, practices and rules, but in no event shall the arbitrator have the authority to add to, modify, or amend any terms of this collective bargaining Agreement. The Association shall have the sole right to submit any grievance to arbitration and must submit its request to the American Arbitration Association within ten (10) working days of the disposition of the grievance under Section 5 above. The fees and expenses of the arbitrator and the American Arbitration Association shall be borne equally by the Board of Education and the Association.

### **Section 7**

Any time limits specified within this Article, except for the initial filing of a grievance, may be extended by mutual agreement of the Association and the Board of Education.

### **Section 8**

Any aggrieved employee may be represented at any step of this grievance procedure by any person of his or her choice except that the aggrieved employee may not be represented by any person acting as a representative of any other organization than the Association. When an aggrieved employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages (Sections 3-5) of the grievance procedure. The Board of Education may also engage outside representation throughout the grievance procedure.

### **Section 9**

The grievant and his representative shall be afforded the necessary time off without loss of pay for such grievance hearings held during normal working hours.

## **ARTICLE 7** **HOURS OF WORK – OVERTIME**

### **Section 1**

Regular attendance and punctuality are essential for efficient school operations. Employees are expected to report for work on time and to remain on the job until the official quitting time. When illness or other emergencies cause an employee to be absent or late, an employee shall notify their supervisor as soon as possible. Serious violations of this rule can result in performance review or disciplinary action, up to and including termination from employment.

### **Section 2**

- A. The normal work week is thirty-five (35) hours for ten (10) month secretaries and thirty-seven and a half hours ( $37\frac{1}{2}$ ) hours for twelve (12) month secretaries; thirty (30) hours per week for all other employees, unless otherwise designated by building administrators.
- B. Secretaries or teacher assistants regularly scheduled for more than thirty (30) hours who are required to work beyond their regularly scheduled hours in any one (1) week shall be paid time and one-half ( $1\frac{1}{2}$ ) their regular hourly rate of pay for each hour worked greater than two and one-half (2.5) hours beyond their regular schedule. Two times (2) the regular hourly rate of pay shall be paid for all time worked on Sundays and holidays as defined herein, in addition to the holiday pay, if such work is performed in an employee's regular assignment.

### **Section 3**

- A. All overtime must be approved by the building administrator.
- B. For all employees regularly scheduled to work fewer than thirty (30) hours per week, overtime shall be paid for all hours actually worked in excess of forty (40) hours as required by law.
- C. If an employee has foreknowledge in a work week that their regular duty assignment will cause them to work over forty (40) hours, the employee shall have one of two options:
  - 1) the employee may choose to be paid at one and one-half times the employee's regular hourly rate, or 2) with the permission of the immediate supervisor, to request compensatory time and adjust the current weekly schedule to utilize the compensatory time. Compensatory time must be taken within the work week that the overtime in the regular duty assignment occurred.

### **Section 4**

All twelve (12) month employees are to report to work as soon as safely possible based on inclement weather, unless school offices are closed by the Superintendent of Schools. In the event that an employee does not wish to report to work on a cancelled school day when the offices are open, paid vacation time off may be used for such purposes. Ten (10) month employees will receive pay for their full work day in the event of an emergency school closing that curtails the work day prior to the regular dismissal time. They will also receive pay for a full work day in the event of an unscheduled late opening. All ten (10) month employees are expected to report to work with the commencement of the school day.

### **Section 5**

A flexible work schedule may be implemented in the summer with the prior approval of the building principal and provided there is no reduction in the hours of work.

### **Section 6**

Support staff who are selected to perform extra duties outside their regular duties (including but not limited to tutoring, coaching, athletic events, clubs, intramurals, shows and plays) will be paid in accordance with this paragraph.

- A. The rate for tutoring assignments shall be set as twenty-five dollars per hour (\$25.00/hr.) and the rate for other extra duty assignments shall be set at seventeen dollars per hour (\$17.00/hr.) (collectively "extra-duty rate"). The extra-duty rate would not apply to any extra hours of work performed by a bargaining unit employee in his/her normal assignment, as all such work would be paid at either the employee's regular rate of pay or at a premium rate under Sections 2 or 3 above.
- B. Priority for such extra duty assignments is given to teachers, non-district employees, and

subsequently to support staff if there is interest in extra duty assignments.

The district shall post anticipated extra duty opportunities for support staff on the district website, a minimum of once per year.

- C. The district is not required to select a support staff employee for an extra duty assignment. Assignment of support staff members to an extra duty assignment that would necessitate the payment of overtime shall require the written approval of the Superintendent or his/her designee.
- D. If the additional extra-duty hours worked by an employee causes that employee to work in excess of forty (40) hours in one workweek, the employee shall receive a rate of time and a half based on the extra duty rate, resulting in an overtime pay rate of \$37.50/hr. for tutoring and \$25.50/hr. for other extra duty assignments for the hours performed in excess of forty (40) hours for the extra duty assignment.
- E. Hours worked will be tracked separately for an employee's extra duty hours.
- F. For the purposes of extra duty assignments for which a total dollar stipend has been approved, a support staff employee selected for the position shall be approved for payment up to the stipend amount, at the hourly rate set forth herein. Prior to working any hours in excess of the stipend amount, a support staff member must seek and receive prior written approval from the Superintendent or his/her designee. Stipend amounts will be posted by the Board online.

## **Section 7**

Whenever the administration requests a teacher assistant to provide coverage for an individual employed in a position requiring a teaching certificate for more than one (1) consecutive hour per day or more than one (1) block period per day in a block schedule, that teacher assistant will be paid the sum of Ten Dollars and No Cents (\$10.00) for each subsequent partial or full interval of an hour/block in which such coverage is requested in that same day, up to a maximum of Thirty Dollars and No Cents (\$30.00) per day for such coverage, in addition to his/her regularly scheduled hourly rate of pay.

A teacher assistant shall be eligible for such additional compensation for such coverage only after providing such coverage, at the request of the administration, for one (1) consecutive hour or one (1) consecutive block in a block schedule. The teacher assistant shall not receive such additional compensation for that initial one (1) hour or one (1) block threshold and the initial one (1) hour or one (1) block threshold shall not include aggregated shorter intervals of less than one (1) hour or one (1) block.

By way of illustration, if, at the request of the administration, an elementary teacher assistant covers for a certified employee in a position requiring certification from 8:30 to 9:30 a.m., the teacher assistant shall not receive any additional compensation for that coverage. If the teacher assistant then provides such coverage later that day for a thirty-minute period, that teacher assistant would receive the additional Ten Dollars and No Cents (\$10.00) for that coverage.

By way of a second illustration, if, at the request of the administration, an elementary teacher assistant covers for a certified employee in a position requiring certification from 8:30 to 9:30 a.m., a teacher assistant provided coverage later that same day from 1:00 to 2:15, the teacher assistant would receive a total of an additional Twenty Dollars and No Cents (\$20.00) for that day, as that teacher assistant would have (a) already provided coverage from 8:30 to 9:30 a.m. earlier that morning to meet the threshold, and (b) then provided additional coverage for an entire subsequent hour interval (earning an additional \$10.00), plus a portion of an additional interval (qualifying for a second \$10.00).

**ARTICLE 8**  
**LUNCH TIME**

All employees normally working six (6) hours or more per work day shall receive a one-half (½) hour non-paid lunch period daily. The lunch period shall not be taken at the beginning or the ending of a shift, unless specifically authorized by the building Administrator.

**ARTICLE 9**  
**VACATIONS/HOLIDAYS**

**Section 1 – Vacations**

A. Vacation time will be calculated on an anniversary year schedule as follows:

During the first year of employment an employee shall work six (6) months before accumulating any vacation time. The following schedule for accumulating vacation time may be used:

<u>Completed work period</u>	<u>Vacation days earned</u>
1-5 months	0 days
6-7 months	5 days
8 months	1 day
9 months	1 day
10 months	1 day
11 months	1 day
12 months	<u>1 day</u>
	10 days

B. Vacation time must be earned and the scheduling of vacation time must have the approval of the building supervisor before it can be taken and shall not exceed ten (10) days for the year. Such approval shall not unreasonably be withheld.

C. In years two to five (2-5) vacation time accumulates at the rate of one (1) day per month, not to exceed ten (10) work days per year. Three (3) weeks' vacation time (fifteen [15] work days) is earned after five (5) years. Four (4) weeks' vacation time (twenty [20] work days)

is earned after nine (9) years. Five (5) weeks' vacation time (twenty-five [25] work days) is earned after fifteen (15) years. At least fifty percent (50%) vacation time shall be taken outside of the one hundred eighty-five (185) days school is in session and shall have the approval of the building supervisor.

- D. Twelve (12) month employees, with Central Office approval, may carry over up to five (5) vacation days to the next fiscal year providing it can be shown that there are special circumstances. All earned vacation time must be used up by the end of the fiscal year in which the carryover was taken.
- E. All twelve (12) month employees working more than twenty (20) hours per week on a regular basis will earn vacation time at a fractional rate to full-time employees. Full-time employees shall be defined as those working at least thirty-seven and one-half (37.5) hours per week. (E.g., if you work thirty (30) hours per week, the calculation is as follows: thirty/thirty-seven and one-half (30/37.5) - eighty percent (80%) of full time equivalent times ten (10) days equals eight (8) days earned vacation.
- F. Those employees who work forty (40) weeks or less and who follow the academic year student calendar receive no paid vacation and follow the school calendar for days off.
- G. Full year employees who are eligible for paid vacations, and whose service is terminated before July 1, shall be eligible for pro-rated vacation based on the schedule above.
- H. In the event of death or retirement, the value of the employee's accrued vacation time will be paid to the employee's estate or to the employee upon retirement.

## **Section 2 – Holidays**

- A. The following days are to be considered paid holidays for twelve (12) month employees:
  - (1) Independence Day, July 4
  - (2) Labor Day, First Monday in September
  - (3) Columbus Day, Second Monday in October
  - (4) Day before Thanksgiving Day
  - (5) Thanksgiving Day and the following Friday
  - (6) Christmas Day
  - (7) New Year's Day
  - (8) Presidents' Day
  - (9) Good Friday, Friday before Easter
  - (10) Memorial Day
  - (11) Day before Christmas, when the day before Christmas falls on a work day.

- (12) Day before New Year's Day, when the day before New Year's falls on a work day.
  - (13) Martin Luther King's Birthday
  - (14) Floating holiday, the day before or after July 4<sup>th</sup>, as designated by the Superintendent's office.
  - (15) Holiday designated by the Superintendent when school is not in session (day after President's Day).
- B. Ten (10) month secretaries and teacher assistants shall be paid for the following holidays at their regular rate of pay:
- (1) Thanksgiving Day
  - (2) Columbus Day
  - (3) New Year's Day
  - (4) Christmas Day
- C. If the President or Governor declares a day to be a national or state holiday during the school year and the schools are closed, such a day will be considered a holiday.

**ARTICLE 10**  
**SICK LEAVE**

**Section 1**

- A. Twelve (12) month employees working more than twenty (20) hours per week receive fifteen (15) days per year. Sick leave is accumulated at the rate of one and one-quarter (1¼) days per month.
- B. Ten (10) month employees who work more than twenty (20) hours per week receive ten (10) days per year. Sick leave is accumulated at the rate of one (1) day per month.
- C. Unused sick time shall accumulate from year to year as long as the employee remains in service to the school district and may be used as needed, up to, but not in excess of, the number of days in the employee's work year.
- D. Sick leave shall be used only for the following reasons:
  - a) The employee is unable to perform his or her normal duties because of illness or physical incapacity.
  - b) The employee's presence, because of contagious disease or other conditions, would endanger the health of others.

- c) Medical, optical, dental or other procedures necessary to the maintenance of health, or the diagnosis and/or treatment of illness that cannot be attended to during off-duty hours.
  - d) Up to five (5) days may be used for the serious illness of an immediate family member.
  - e) If the employee is a victim of family violence or sexual assault, for the following reasons:
    - i. For medical care or psychological or other counseling for physical or psychological injury or disability.
    - ii. To obtain services from a victim services organization.
    - iii. To relocate due to such family violence or sexual assault.
    - iv. To participate in any civil or criminal proceedings related to or resulting from such family violence or sexual assault.
- E. Sick leave may only be used in ½ day increments.
- F. In the event of three (3) consecutive absences or in the case of reasonably suspected abuse, a physician's certification may be required to verify sick leave.

## **Section 2**

For employees hired on or before July 1, 2009, and who have been employed three (3) years or more will be eligible for sick leave without pay. An employee may be granted sick leave without pay at the rate of one (1) calendar month for each year of service, not to exceed one (1) year. Such leave will only be granted in the event of an employee's own illness which prevents him/her from working for an unusually long time.

## **Section 3**

Accumulated sick leave shall be reflected on each employee's pay voucher on an ongoing basis.

## **Section 4**

Bargaining unit members shall not be required to obtain their own substitutes.

**ARTICLE 11**  
**PERSONAL LEAVE**

**Section 1**

A maximum of five (5) days per school year may be granted for personal leave to full-time (twelve [12] month) employees. A maximum of three (3) days per school year may be granted to ten (10) month employees working twenty (20) hours or more per week. These days shall not be accumulated from year to year. Personal days may only be used in ½ day increments.

**Section 2**

Personal days are not charged against sick leave and may be granted by the Superintendent or his/her designee by making a written application for these days at least twenty-four (24) hours prior to such leave. In cases of emergency, the twenty-four (24) hour requirement may be waived.

**Section 3**

Personal leave days are used for the following reasons:

- A. Critical illness or death in the immediate family.
- B. Religious holidays not in the school calendar.
- C. Weddings, if family member or member of bridal party.
- D. Birth of child by spouse.
- E. College graduation of immediate family.
- F. Court appearance.
- G. Other personal reasons approved by the Superintendent or assistant.
- H. Four (4) personal days for full-time (twelve [12] month) employees and three (3) personal days for ten (10) month employees working twenty (20) hours or more per week shall be granted for sensitive necessary private, personal business that cannot otherwise be conducted outside the workday.

**Section 4**

The provisions of the Family and Medical Leave Act shall apply to eligible members of this bargaining unit and any type of leaves controlled by this Agreement that are covered by this Act shall run concurrently with any leave entitlement under the Family and Medical Leave Act.

**Section 5**

Additional unpaid leave may be granted in the sole discretion of the Superintendent of the Schools. This provision may not be subject to the grievance and arbitration provisions of this Agreement.

## **Section 6**

Personal days shall not be used to extend vacations or holidays, unless specifically allowed by the Superintendent of Schools. Such determination by the Superintendent of Schools shall not be subject to the grievance provisions of this Agreement.

## **Section 7**

Each employee shall be entitled to three (3) bereavement days for a death in the immediate family. Immediate family shall be defined as mother, father, brother, sister, child, grandchild, grandparent, aunt, uncle, significant other, domestic partner, in-laws or other person domiciled in the home.

## **ARTICLE 12** **JURY DUTY**

### **Section 1**

Employees shall notify the Board at the earliest practical time when selected for jury duty. They shall be granted the necessary leave to fulfill this legal obligation. If an employee is called as a juror, he/she may be granted a leave of absence with pay for the duration of the jury duty and be paid the difference between his/her regular pay and juror's pay.

### **Section 2**

If an employee is subpoenaed as a witness on behalf of the Board of Education in any agency or court proceeding, said employee shall be paid his regular wage for any absence occasioned by such subpoena.

## **ARTICLE 13** **PROFESSIONAL DEVELOPMENT**

### **Section 1**

The Board will pay the dues for one (1) professional membership per year for secretaries. This membership must meet with the approval of the Superintendent.

### **Section 2**

Educational in-service shall be offered when appropriate and relative to the employee's position as approved by the administration.

### **Section 3**

Course Reimbursement of up to a maximum of \$1,000.00 per year will be provided to employees who enroll in professional coursework. The courses must receive prior administrative approval and

must be completed successfully with a mark of "B" or better for the employee to be eligible.

**ARTICLE 14**  
**USE OF SCHOOL FACILITIES**

The Association will have the right to use school buildings without cost at reasonable times for meetings. Approval by the principal of that school building must be obtained in advance of such meetings in accordance with building use procedures.

**ARTICLE 15**  
**STAFF SALARIES**

**Section 1**

The salaries of all employees covered by this Agreement are set forth in the Appendices which are attached to and made part of this Agreement.

**Section 2**

All employees shall be placed on the appropriate step of the salary schedule taking into consideration their years of employment. See Section 2, Article IV (Seniority).

**Section 3**

- A. Members of the bargaining unit shall receive a longevity payment in accordance with the following schedule:
- (1) After fifteen (15) years of service: \$150.00.
  - (2) After twenty (20) years of service: \$250.00.
- B. Longevity payment shall be made on the first payday in the December following the completion of the corresponding years of service.

**Section 4**

Employees shall be paid bi-weekly based on hours worked.

**ARTICLE 16**  
**INSURANCE/PENSION PROGRAM**

The insurance and pension program for employees is set forth in the Appendices which are attached to and made a part of this Agreement. The pension program is outlined in Appendix B, Section 5.

**ARTICLE 17**  
**PAYROLL DEDUCTIONS**

**Section 1**

- A. In addition to those payroll deductions required by law, the following agencies are eligible for payroll deductions:
- (1) Health Insurance.
  - (2) Life Insurance.
  - (3) Credit Union.
  - (4) United Way.
  - (5) Pension Plan.
  - (6) 403(b) Plan.
- B. All requests for deductions must be in writing.

**Section 2**

Pay shall be made bi-weekly via direct deposit.

**Section 3**

- A. Dues Deduction:
- (1) All bargaining unit employees shall, as a condition of continued employment, join the Association or pay to the Association a service representation fee which shall be no greater than the proportion of Association dues uniformly required of members to underwrite the costs of collective bargaining, contract administration and grievance adjustment.
  - (2) The Board agrees to deduct membership dues, or representation fee, from each bargaining unit employee, who signs a proper wage deduction form and shall remit same to the Association. The Association shall notify the Board in writing as to what the membership dues, or representation fee, shall be.
- B. The Association shall hold the Board harmless against any and all claims, demands, liabilities, lawsuits, counsel fees, or other costs which may arise out of, or be by reason of, action taken against the Board as a result of the administration of this provision.

**ARTICLE 18**  
**DISTRIBUTION OF CONTRACTS AND SALARY AGREEMENT**

**Section 1**

The Association shall assume responsibility for distributing contracts to personnel within the system before the end of the preceding school year. Additional copies shall be forwarded to the Superintendent who shall distribute one (1) copy to each newly hired employee.

**Section 2**

Ten (10) month Paraprofessional shall work 185 work days per year.

Ten (10) month Secretaries shall work 195 work days per year.

Twelve (12) month employees shall work all days, except weekends and when receiving paid leave time as specified in this Agreement.

**ARTICLE 19**  
**TERMINATION**

Two (2) weeks' notice should be given when an employee wishes to terminate his employment. Normally an employee will be given a two (2) weeks advance notice if it is found necessary to terminate their employment. However, if an employee is discharged for just cause, they may not be given advance notice nor will they be considered for re-employment.

**ARTICLE 20**  
**AMENDMENT**

This Agreement shall not be altered, amended or changed except in writing, signed by both the Board and the Association, which amendment shall be appended to and become part thereof.

**ARTICLE 21**  
**LAYOFF AND RECALL**

**Section 1**

In the event of a layoff, employees occupying positions to be eliminated shall have the right to displace the least senior employee in the same job classification, provided the displacing employee is as qualified or better qualified than the displaced employee. If no such position is available, the employee shall have the right to displace the least senior employee in the next lower pay level as long as the displacing employee is as qualified or better qualified than the least senior employee for the job. Employees so displaced shall have the same "bumping" rights as noted above. An employee so transferring to the next lower pay level shall receive the wages of that pay level. In all cases, the determination of whether an employee is as qualified or better qualified than the least senior employee shall be in the sole discretion of the Superintendent of Schools, except that the

Superintendent shall not exercise such judgment in an arbitrary or capricious manner. Classifications are denoted in Article II (Recognition), Section 1, of this Agreement.

## **Section 2**

All employees who have been laid off will be placed on a reemployment list for his/her classification and remain on such list for one (1) calendar year. Within each classification, the order of recall shall be reverse the order of layoff. Employees who have been laid off must be recalled for any position within their categories before any new people can be hired to fill the vacant positions. Notification of recall shall be mailed, return receipt requested, to the last address given by the employee. A recalled employee shall contact the District within ten (10) days of receipt of the recall notice to express interest in returning to employment. Should an employee fail to do so, said employee permanently waives his or her right to recall. Employees returning to work under this section shall retain the level of seniority present at the time of layoff and will not advance step as if they had continued to work through same.

## **ARTICLE 22 DURATION AND SIGNATURE PAGE**

### **Section 1**

This Agreement shall be effective on July 1, 2018 and shall continue in full force and effect through and including June 30, 2021. It may be extended at any time by mutual consent of both parties.

### **Section 2**

- A. This Agreement contains a full and complete agreement between the Board and the Association on all negotiable issues, and neither party shall be required during the term thereof to negotiate upon any issues, whether it is covered or not covered in this Agreement.
- B. Any item not covered in this Agreement may be governed by existing policies, rules or regulations of the Board, or by the modification of the existing policies, rules or regulations or the adoption of new policies, rules or regulations.
- C. All past practices, procedure, and customs not specifically incorporated in or protected by this Agreement are hereby rendered null and void.

**Section 3**

This Agreement is hereby agreed to as attested by the individual's signatures acting as agents to the organizations so defined below and dated this 10<sup>th</sup> day of July, 2018.

Regional School District 13 Support Staff Association, AFT Local #4914, AFT CT, AFL-CIO

July 12, 2018  
Date

By Mary Johnson  
Mary Johnson, Co-President

July 12, 2018  
Date

By Terri G. Ryan  
Terri G. Ryan, Treasurer

\_\_\_\_\_  
Date

By \_\_\_\_\_

Regional School District 13 Board of Education

7/12/2018  
Date

By Robert S. Moore  
Robert Moore, Chair

\_\_\_\_\_  
Date

By \_\_\_\_\_

\_\_\_\_\_  
Date

By \_\_\_\_\_

**APPENDIX A**  
**SUPPORT STAFF SALARY SCHEDULES**

<b>2018-19 HOURLY WAGES</b>			
YEAR	TEACHER ASSISTANT	10-MONTH SECRETARY	12-MONTH SECRETARY
1-4	\$17.38	\$21.93	\$22.28
5-8	\$19.74	\$23.89	\$24.59
9-12	\$20.20	\$24.16	\$25.23
13 - 16	\$20.95	\$24.59	\$25.86
17 - 20	\$21.29	\$25.23	\$27.06
21 - 24	\$22.10	\$25.88	\$27.71
25 or more	\$22.87	\$26.65	\$28.51

<b>2019-20 HOURLY WAGES</b>			
YEAR	TEACHER ASSISTANT	10-MONTH SECRETARY	12-MONTH SECRETARY
1-4	\$17.77	\$22.42	\$22.78
5-8	\$20.18	\$24.43	\$25.14
9-12	\$20.65	\$24.70	\$25.80
13 - 16	\$21.42	\$25.14	\$26.44
17 - 20	\$21.77	\$25.80	\$27.67
21 - 24	\$22.60	\$26.46	\$28.33
25 or more	\$23.38	\$27.25	\$29.15

<b>2020-21 HOURLY WAGES</b>			
YEAR	TEACHER ASSISTANT	10-MONTH SECRETARY	12-MONTH SECRETARY
1-4	\$18.17	\$22.92	\$23.29
5-8	\$20.63	\$24.98	\$25.71
9-12	\$21.11	\$25.26	\$26.38
13 - 16	\$21.90	\$25.71	\$27.03
17 - 20	\$22.26	\$26.38	\$28.29
21 - 24	\$23.11	\$27.06	\$28.97
25 or more	\$23.91	\$27.86	\$29.81

Effective July 1, 2018, July 1, 2019, and July 1, 2020, there shall be step movement for all employees eligible to move to the next step. In the event that an employee's wage rate is at or above his or her stated wage rate based on his or her years of service, the employee shall remain at his or her current rate until such a time that the schedule is equal to or greater than the current rate.

**APPENDIX B**  
**INSURANCE/PENSION PROGRAMS**

**Section 1 – District Liability Coverage**

All employees of the District will be covered under the Regional District #13 liability insurance.

**Section 2 – Medical/Dental**

- A. Employees regularly working twenty (20) hours per week or more shall be offered insurance coverage from the HDHP/HSA plan as set forth below. Employees shall pay the premium in accordance with the following terms and conditions.

**High Deductible Health Care Plan (“HDHP”) with health savings account (“HSA”)**

The Board shall provide a HDHP plan, or a high deductible health care plan with a health savings account feature, including the following components:

The following premium cost sharing provisions shall apply to employees electing the HDHP during the term of this Agreement:

Effective July 1, 2018, the Board shall pay 87.5% and the employee shall pay 12.5% of the cost of coverage of under the HDHP for eligible employees and dependents. Effective July 1, 2019, the Board shall pay 87% and the employee shall pay 13% of the cost of coverage of under the HDHP for eligible employees and dependents. Effective July 1, 2020, the Board shall pay 86.5% and the employee shall pay 13.5% of the cost of coverage of under the HDHP for eligible employees and dependents.

The Board will contribute fifty percent (50%) of the applicable HSA deductible amount. The Board’s contribution toward the HSA deductible will be deposited into the HSA accounts in the first payroll in September.

The parties acknowledge that the Board’s fifty percent (50%) contribution toward the funding of the HSA deductible 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 employees. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment.

<b>BENEFIT</b>	<b>High Deductible Health Plan (HDHP)</b>
<b>Costshares</b>	No Office Visit Maximum <b>In-Network Services</b> Deductible \$2,000/\$4,000(combined with Out-of-Network) Co-insurance \$2,000/\$4,000 maximum out of pocket In Network Preventative care covered at 100% Lifetime In-network - Unlimited <b>Out of Network services subject to coinsurance below:</b> 70% out of network coinsurance Co-insurance \$4,000/\$8,000 maximum out of pocket Lifetime Out of Network - \$1,000,000
<b>Preventive Care</b>	No Deductible-0% Coinsurance
Pediatric	No frequency or age restrictions
Adult	No Deductible-0% Coinsurance No frequency or age restrictions
Vision	No Deductible-0% Coinsurance
Hearing	No Deductible-0% Coinsurance
Gynecological	No Deductible-0% Coinsurance
<b>Medical Services</b> Medical Office Visit Specialist Office Visit Mental-Health Care Outpatient Session	Subject to Deductible-0% Coinsurance
Outpatient PT/OT/Chiro/Speech	Subject to Deductible-0% Coinsurance Unlimited
Allergy Testing Allergy Treatment/Injections	Subject to Deductible-0% Coinsurance Unlimited
Diagnostic Lab & X-ray	Subject to Deductible-0% Coinsurance
Inpatient Medical Services	Subject to Deductible-0% Coinsurance
Surgery Fees	Subject to Deductible-0% Coinsurance
Office Surgery	Subject to Deductible-0% Coinsurance
<b>Emergency Care</b> Emergency Room	Subject to Deductible-0% Coinsurance
Urgent Care	Subject to Deductible-0% Coinsurance
Ambulance	Subject to Deductible-0% Coinsurance Covered Land & Air Ambulance

<b>BENEFIT</b>	<b>High Deductible Health Plan (HDHP)</b>
<b>Inpatient Hospital</b> General/Medical/Surgical/Maternity (Semi-Private)	Note: All hospital admissions require pre-cert Subject to Deductible-0% Coinsurance
Ancillary Services (Medication, Supplies)	Subject to Deductible-0% Coinsurance
Mental Health	Subject to Deductible-0% Coinsurance
Substance Abuse/ Detox	Subject to Deductible-0% Coinsurance
Inpatient Rehabilitative Services	Subject to Deductible-0% Coinsurance 180 days per member per calendar year
Skilled Nursing Facility Services	Subject to Deductible-0% Coinsurance 220 days per member per calendar year
Home Health	Subject to Deductible-0% Coinsurance Unlimited
Hospice	Subject to Deductible-0% Coinsurance Unlimited
<b>Outpatient Hospital</b> Outpatient Surgery Facility Charges	Subject to Deductible-0% Coinsurance
Diagnostic Lab & X-ray	Subject to Deductible-0% Coinsurance
Pre-Admission Testing	Subject to Deductible-0% Coinsurance
<b>Other Services</b> Durable Medical Equipment	Subject to Deductible-0% Coinsurance Unlimited
Bariatric Surgery	Included
Prescription Drugs	Plan pays 100% After Deductible is Met Retail 30 Day Supply
Infertility	Subject to Deductible - 0% Coinsurance No age or cycle restrictions

If the Board receives notice that the total cost of a group health plan or plans offered under this contract will trigger an excise tax under Internal Revenue Code Section 4980I, or any other local, state or federal statute or regulation, during the term of this contract, the Board and the Union will, upon the request of the Board, engage in mid-term negotiations regarding the impact of such excise tax, in accordance with the Municipal Employees Relations Act (MERA).

**B. Change of Insurance Carrier**

- (1) The Board shall have the right to change insurance carriers, including a change in third party administrators, in whole or in part in order to provide the insurance coverage set forth above, provided that the plan(s) which result(s) from the change in carriers or third party administrators, in whole or in part, in order to provide the insurance coverage set forth above, provided that the plan(s) which result(s) from the

change in carriers or third party administrators are, substantially equivalent to the plan(s) described above, in terms of coverage, benefits, and administration.

- (2) The Support Staff Association president shall be notified in writing within thirty (30) days from the date the new plan is presented to the bargaining unit. The proposed changes shall be presented to the bargaining unit through a Board Committee including a representative of the insurance carrier who shall explain the proposed changes. If the Support Staff Association does not approve of the proposed changes recommended by the Board, or its designee, it shall submit a written statement detailing the reasons for such disapproval, specifically listing the reduction in the level of coverage, benefits or administration to which it objects. The Support Staff Association must submit this written statement with thirty (30) days of the meeting first note, hereinabove. The Support Staff Association's failure to submit such written statement within the time period allotted shall be deemed as approval of the proposed plan and a waiver of any right to arbitrate the issue under Article VI of this Agreement.
- (3) If the Support Staff Association disapproves of any change pursuant to the written statement noted in subsection (2) hereinabove, it may submit the issue to arbitration within fifteen (15) calendar days of receipt of notice from the Board, or its designee, that the Board intends to implement the new plan. The Board must receive a written decision therein prior to implementing any change. The sole substantive issue for arbitration shall be as follows: "Is the proposed insurance plan(s) substantially equivalent to the existing plan (s) in terms of benefits, coverage and administration?"

- C. The Board shall pay one hundred percent (100%) of the employee's premium and sixty percent (60%) of the family cost for the Delta Dental Premiere Full A Plan. Employees shall have the option of choosing Delta Dental Flex Plan with orthodontic coverage. Employees electing such option shall pay the difference between the cost of the Delta Dental Premiere Full Plan A Plan and the Flex Plan.

### **Section 3**

Employees retiring after twenty (20) years of service to District #13 shall be eligible for continuation of medical, surgical, dental, and major medical coverage until age sixty-five (65). The employee will pay one hundred percent (100%) of the contracted rate for this coverage. Payment for such coverage shall be individually arranged by the employee with the board.

### **Section 4 – Life and A.D. & D.**

All regular employees are eligible to join in the Life Insurance Program. This is term insurance and is effective as long as you are employed by the school district. The Life Insurance is equal to one times the annual base earnings rounded to an even thousand. In addition to the benefits paid to your beneficiary for loss of life, the policy has additional benefits for total and permanent disability, accidental death and dismemberment. The minimum coverage provided is five thousand dollars (\$5,000.00), and five thousand dollars (\$5,000.00) A.D. & D. The school district pays ninety-five

percent (95%) of the premium and the employee contributes five percent (5%) through payroll deductions.

### **Section 5 – Retirement Plan**

Retirement benefits shall be provided in accordance with the Regional School District No. 13 pension plan.

### **Section 6 – Workers’ Compensation**

- A. As an employee you are covered by the Connecticut Workers’ compensation Act. If you sustain injury on the job, report the details to your supervisor immediately.
- B. Lost wage benefits do not begin until after a waiting period of three (3) days from the date of the accident. Benefits under Workmen’s compensation coverage are for medical expenses and lost wages and are governed by statute under the laws of the State of Connecticut.

### **Section 7 – Section 125 Salary Reduction**

The Board shall implement and maintain a Section 125 Salary Reduction Agreement, which will be designed to permit exclusion from taxable income of the employee’s share of health and life insurance premiums. The board makes no representation or guarantees as to the initial or continued viability of such a salary reduction agreement, and shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax-exempt status of employee insurance premium contributions. So long as the Board makes a good faith effort to comply with this Section, neither the Association or any employee covered by this Agreement shall make any claim or demand, nor maintain any action against the Board or any of its members or agents for taxes, penalties, interest or other cost or loss arising from a flaw or defect in the salary reduction agreement, or from a change in law which may reduce or eliminate the employee tax benefits to be derived therefrom.