

**SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 2001**

and

**BOARD OF EDUCATION OF
REGIONAL SCHOOL DISTRICT #9**

7-1-2015 THROUGH 6-30-2019

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PREAMBLE

The Board of Education of Regional District #9 (hereinafter "Board") and the Service Employees International Union, Local 2001 (hereinafter "Union") hereby agree that the welfare of the children of Regional District #9 (Easton and Redding) is paramount in the operation of the school and will be diligently promoted by both parties, and the good morale of the school staff is necessary to the greatest welfare of the children. To promote these objectives, the parties do hereby agree as follows.

ARTICLE 1 - RECOGNITION

- 1.1 A. The Board and the Union recognize and certify the Union as the sole and exclusive bargaining agent with respect to wages, hours and other conditions of employment for all permanent full-time and regular part-time employees of the Board who are not eligible to be members of the JBEA, and are not supervisory or confidential employees within the meaning of the Municipal Employee Relations Act.
- B. Regular part-time employees defined as those who work for the Board twenty (20) hours or more per week during the school year or on a regular basis. Employees whose hours are reduced to below 20 hours per week are entitled to benefits accrued to date.
- 1.2 The Board recognizes that the Union has all rights and privileges as provided by municipal, Connecticut and federal statutes.
- 1.3 Subject to the provisions of this Agreement, the Board and the Superintendent of Schools reserve and retain full rights, authority and discretion, in the proper discharge of their duties and responsibilities, to control, supervise and manage Regional District #9 and its employees under governing law, ordinances, rules and regulations, municipal, state, and federal.

ARTICLE II - GENERAL

- 2.1 Where any rule, regulation, procedure or policy of the Board is in conflict with any specific provision of this Agreement, the Agreement shall prevail.
- 2.2 The Agreement shall not be altered, amended or changed, except in writing signed by both the Board and the Union, which amendment shall be appended hereto and become a part hereof.
- 2.3 A Copy of this Agreement shall be furnished electronically to each bargaining unit member by Central Office.

ARTICLE III - DUES AND SERVICE FEE DEDUCTION

- 3.1 Each new employee, as a condition of employment, shall become a member of the Union in good standing after thirty (30) days of employment or shall be assessed an "agency service fee" which shall be established by S.E.I.U. Local 2001 in accordance with the law. This agency service fee amount will never exceed the apportioned cost of collective bargaining, contract administration and grievance adjustment. Also, each present member of the bargaining unit, as a condition of continued employment, shall either remain a member of the Union in good standing or shall be assessed said "agency service fee".

- 3.2 The Board agrees to make the applicable dues or service fee deductions from the pay of the employee upon the receipt of a written authorization from the employee. Payment of collected dues or fees will be paid over to the Union, normally not later than the second Friday of each month after said dues or fees are collected. The amount of Union dues and service fees shall be certified in writing by the Union to the Board prior to January 1 of each contract year.
- 3.3 The Union agrees to hold the Board and its agent(s) harmless from claims, demands, judgments or any liability, including reasonable attorney's fees, resulting from the implementation of this Article.

ARTICLE IV - SALARIES

- 4.1 **Wages** for all personnel covered by this Agreement are listed in the attached salary schedules (Appendix A).

4.1.A Increase for FY 2015-2016 is 2.5%, FY 2016-2017 is 2.5%, FY 2017-2018 is 2.75% and FY 2018-2019 is 2.75%

- 4.2 Any new employee must be employed by January 1st in the current fiscal year in order to advance a step on the wage schedule in the contract for the subsequent fiscal year.

On or about October 15th of each year, employees shall be provided with notice specifying salary and classification held as long as there is a current signed contract.

- 4.3 **Payroll Deductions**- Employees shall have the option of having the following deductions made from their pay, providing the individual employee so authorizes in writing:

- A. Union dues/fees will be deducted over 20 pay periods
- B. Federal Credit Union
- C. Tax Sheltered Annuities of the employee's choice
- D. Flex/Cafeteria Plan

The Union agrees to hold the Board and its agent(s) harmless from any claims, demands, judgments or any liability, including reasonable attorney fees resulting from the implementation of this provision. The Board agrees to make the necessary corrections to employees pay within 30 days of notice.

4.5 Extra-Curricular Duties

4.5.1 - Payment for Night Watch

Non-security staff who are assigned to perform night watch duties on Halloween, graduation week, mischief night, and other times as specified by the administration will be paid \$25.00 an hour for the duration of the contract. Security supervisor and other security staff will be paid at their applicable hourly rate plus any applicable overtime. The Administration will make every effort to ensure a fair and equitable rotation of such assignments among all bargaining unit members, except where special skills are required.

4.5.2 - Substitute Calling

The substitute calling work will be assigned by the administration to a bargaining unit member, and any additional hours required outside the regular work day and agreed upon with the supervisor in advance will be paid at the employee's hourly rate. This position will be posted annually.

4.5.3 - Lead Resource Teaching Assistant Stipend

The annual stipend for the Lead Resource Teaching Assistant will be \$2,713 in the first year of the Agreement and will increase by the GWI in subsequent years.

4.5.4 - Grant Coordinator Stipend

The annual stipend for the Grant Coordinator will be \$966 in the first year of the Agreement and will increase by the GWI in subsequent years.

4.5.5 - Chaperone Pay

A support staff member chaperoning a school function, will be paid at the hourly rate of \$37 during 2015-2016 and 2016-2017; \$38 for 2017-2018 and 2018-2019. A member assigned to chaperone shall be guaranteed a three hour minimum payment for each such assignment. If the assignment is cancelled, without at least 24 hours prior notice, the Support Staff Member will be compensated for one hour's work. The one hour compensation will not apply in the event of Acts of God, power outages, or building safety issues which could not be anticipated. The parties acknowledge the right of first refusal held by the JBEA and agree not to assign or assert any right to such work in contravention of the rights of the JBEA.

4.5.6 - Tutoring for Students with Special Needs

Support staff personnel assigned specific homebound instruction duties for students with special needs shall be paid at the rate of \$35.00 per hour plus \$15.00 transportation per day. The parties agree not to assign or assert any rights to such work in contravention of the rights of the JBEA.

4.5.7 - Custodial/Maintenance Staff

- A. Custodians assigned to the regular second shift (including regular work on Saturdays unless such work is part of the employees work week) will receive an hourly differential of \$2.00 in addition to their regular hourly rate.
- B. Second shift custodians who, by mutual agreement with the Building Administrator, change to first shift for a period of more than five continuous work days, will be paid at the regular first shift rate.
- C. First shift custodians who are assigned to the second shift for a period of more than five continuous workdays will receive the second shift differential.
- D. Overtime rate of pay will be based on the employee's regular hourly rate including any applicable shift differential.
- E. Overtime for custodial and maintenance staff shall be equitably offered. If an assignment is declined, the employee shall remain at the top of the list for the next call only. If the second call is declined, the employee shall move to the bottom of the list.

4.5.7 - Tri-District Nurse Coordinator

\$4,500 annually for each year of the contract. The GWI does not apply. The position is posted annually with the stipend split between the Easton, Redding and Region 9 School Districts.

4.5.8 - Board Meeting AV Stipend

The annual stipend for the AV Stipend will be \$2,200 in the first year of the Agreement and will increase by the GWI in subsequent years.

ARTICLE V-INSURANCE

5.1 Medical Insurance

A. Each employee who works at least 30 hours each week and who applies shall, on the first day of the month following the date of hire, be eligible for the program of benefits offered, as listed below, or comparable benefits.

1. During the course of this Agreement, employees will have the option to select a health insurance plan from the options offered by the Board of Education, including but not limited to: Anthem Blue Cross Century Preferred Plan, and the Anthem Health Savings Account Plan. Employees hired prior to July 1, 2011 and who are currently enrolled in the Anthem Blue Cross BlueCare HMO Plan may remain in the plan. However, this plan will not be available as an option for future open enrollment periods.

The Century Preferred Plan and the BlueCare HMO Plan shall have an office visit co-pay of \$25; specialist office visit of \$30; hospital co-pay of \$200; an outpatient co-pay of \$125; emergency room co-pay of \$100 and an urgent care co-pay of \$30. The prescription drug rider shall be a three-tier plan with co-pays of \$25 for brand formulary, \$35 for brand non-formulary and \$0 for generic drugs. Calendar year annual maximum for prescription drugs will be \$2,000. The lifetime maximum for medical expenses is unlimited. The Out-of-Network deductibles will be \$300 for an individual, \$600 for two persons and \$900 for a family. The Maximum out-of-pocket expenses will be \$1,500 for an individual, \$3,000 for two persons and \$3,600 for a family.

The co-pay for the following services will be \$30: Allergy services, hearing screening, maternity initial visit, mental health and substance abuse. Dental Rider A is added to the dental plan. Dental coverage for dependent children is to age 23 if a full-time student, to age 19 if not a full-time student.

The Board may change insurance carriers at any time, provided that any such change shall result in substantially equivalent coverage. The Board shall notify the Union and each affected employee of such changes.

2. Anthem Health Savings Account

Deductibles: Individual: \$ 2,000

Two or More: \$ 4,000

Board funding of deductibles:	2015-2016	50%
	2016-2017	50%
	2017-2018	50%
	2018-2019	50%

3. **Life Insurance-** \$50,000 with double indemnity provision.

- B. The Board will provide at its own cost, Group Accident Insurance coverage for all eligible employees when away from school on school business.
- C. 1. Each employee who participates in the health and life insurance program shall contribute to the cost of medical insurance premium for their category of coverage. Coverage categories are: Employee, Employee Plus 1, and Family.
2. The contributions shall be accomplished through a payroll deduction plan and shall be deducted over 20 pay periods from pre-tax earnings.
3. The employee share of the premium cost for the Anthem Blue Cross Century Preferred Plan, the Anthem Blue Cross BlueCare HMO Plan, and the Health Savings Account Plan shall be 15% for 2015-2016, 15% for 2016-2017, 15.5% for 2017-2018, and 16% for 2018-2019.
- D. Upon termination of employment or other qualifying event, an employee shall have the option of continuing coverage under the school system's group plan in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), 29 U.S.C. Sec. 1161, et seq. and 42 U.S.C. Sec. 300bb-1, et seq. This provision is not subject to the grievance procedures of this Agreement.

An employee who gives his/her notice of resignation effective for the following school year, prior to May 1, shall be permitted to stay on the district's health insurance plan through July and August at the same employee-share premium as active employees.

- E. Any employee who is granted an extended leave of absence (other than FMLA or Workers' Compensation) during the fiscal year may at his/her own request, and to the extent allowed by the insurance carrier, continue membership in the group medical program to the end of said fiscal year, provided the employee pays the established premium for that period. Employees on FMLA or Workers' Compensation leave will remain insured and are responsible for payment of the employee contribution amount on a monthly basis.
- F. Employees who retire from Regional School District #9 after fifteen (15) years of continuous service may continue membership in the health/dental insurance program in effect subject to the following conditions:
- (a) If the employee is married at the time of his/her retirement, his/her spouse may also remain on the health/dental insurance plan until the retired employee is eligible for Medicare.
 - (b) The retired employees will pay all premiums at COBRA rates as established by the insurance carrier for themselves and spouse.
 - (c) The continued participation is limited to health/dental insurance coverage and does not include life insurance.
 - (d) The retired employee will pay the premium amount in monthly payments on a schedule to be provided by the district business office.

- (e) If the retired employee fails to make payment on the specified date, then the coverage will automatically be discontinued and the retired employee will lose all rights to participate in the health/dental insurance program for themselves and their spouse.
- (f) The retired employee's rights under this provision will terminate at such time as he/she becomes eligible for Medicare.

5.2 Payments In Lieu of Insurance

- A. A bargaining unit member may elect on a completely voluntary basis to waive participation in the Board-provided health benefits coverage. Bargaining unit members who elect to do so must file a written request with the Superintendent of Schools in June for the fiscal year beginning July 1st.
- B. In consideration of such voluntary waiver, the Board agrees to pay a fixed amount annually to the bargaining unit member who has waived coverage and who was employed as of June 30, 2011. The amount shall be as follows for the duration of the contract.
 - \$1,500 (Individual)
 - \$3,000 (1+1)
 - \$4,000 (Family)

Effective July 1, 2012, any employee who is covered by the district's health insurance through a spouse is not eligible to receive an in lieu of payment.

- C. The amount stipulated shall be paid to the bargaining unit member in the following quarterly payments received on the pay date not later than: September 30th, December 31st, March 31st, and June 30th.
- D. Any bargaining unit member who, because of changed circumstances, wishes to revoke his or her insurance waiver may do so by applying in writing to the Superintendent of Schools. If the employee's insurance coverage is reinstated, then the employee shall rebate to the Board, on a pro-rata basis, monies received as payment in lieu of coverage for that fiscal year and shall be required to pay, on a pro-rata basis, the employee premium contribution identified in paragraph 2 above.
- E. Insurance coverage waivers are subject to any limitations or restrictions, which may be imposed by the applicable insurance carriers. Bargaining unit members who waive insurance coverage and subsequently apply for reinstatement shall be subject to all reinstatement provisions imposed by the applicable insurance carriers including any waiting period or periods. The terms of this waiver provision must also be acceptable to the underlying carriers.
- F. The in-lieu of amount shall be pro-rated if an employee's employment ends prior to the end of the school year or if the employee goes on an unpaid leave of absence. The pro-ration shall be based on 181 days for 10-month employees and 260 days for 12-month employees.

- 5.3 Pre-Tax Flexible Spending Account-125 Cafeteria** - The Board of Education will provide optional Pre-tax Flexible Spending (125 Cafeteria) Accounts for bargaining unit members for: a) Medical Spending and b) Dependent-Care Spending. Members wishing to use the option will send completed applications to the Central Office prior to July 1st.

5.4 Long-term Disability

The Board will provide long-term disability coverage with the following provisions. The elimination period will be 90 calendar days. Benefits will begin the day after the elimination period is completed. The elimination period is the first 90 days that the bargaining unit member is disabled as defined by the policy. The monthly benefit will be 60% of monthly earnings to a maximum benefit of \$1,500 per month.

ARTICLE VI - HOURS OF WORK

- 6.1 The normal work week for custodial/maintenance employees will be 40 hours per week and the normal work week for other bargaining unit employees will range from 20 to 40 hours per week, either full year or school year, depending on administrative assignment. Employees who are regularly scheduled to work six (6) or more hours per day will be granted a one-half (1/2) hour unpaid lunch period each day to be taken at a time during the employee's shift mutually agreed to by the employee and the administration.

Each Special Education teaching assistant will be allowed at least one planning & conference period each day.

- 6.2.1 This contract does not prohibit the employment of personnel in any category for fewer hours than specified in 6.1.
- 6.3.1 Custodians hired after July 1, 1997 may be required to work Saturdays as a regular workday. Saturday work time shall be paid at regular rates unless such hours are in excess of forty (40) during the work week.
- 6.3.2 The normal work week for the last hired custodian or custodian with the least years of service shall include Saturday day shift. This commences following successful completion of probationary period, and full training has occurred.

ARTICLE VII - OVERTIME & EXTRA-CURRICULAR ASSIGNMENTS

- 7.1 The Board, through the administration, shall retain the right to request employees to work a reasonable amount of overtime when need dictates. Volunteers will be solicited prior to employees being ordered to work overtime.
- 7.2 The Director of Building and Grounds or his/her appointed designee will assign overtime based on a rotational list. If a person is offered work and refuses, his/her name will move to the bottom of the list. If he/she cannot work due to a conflict in schedule related to his/her employment at JBHS, he/she will remain at the top of the list for the next available overtime offering.

Snow removal is not considered a scheduled overtime event and is, therefore, not subject to a standard rotation list. Snow removal remains the primary responsibility of the Grounds and Maintenance staff; however, custodians will be eligible for snow removal based on need and rotation.

Indoor events will initially be offered to the custodial staff. These events will include weekend events held in the building as well as custodial overtime work.

Outdoor events will initially be offered to the Grounds and Maintenance staff. These events include weather related events as well as outdoor games and events scheduled for the outdoor grounds. Snow removal is required by job description. Overtime maintenance work, including oversight of mechanical contractors in the building, will first be offered to Maintenance staff and then to qualified bargaining unit members.

The Director of Building and Grounds or his/her designee or the Head of School will retain the right to assign personnel to specific events based on need and/or skills, outside of the established rotation lists. These employees will then be rotated to the bottom of their appropriate list. Personnel must have specific training and demonstrated competency to be eligible to work certain events.

- 7.3 Overtime shall be paid at the rate of one and one-half times the employee's regular straight-time rate for hours worked in excess of 40 hours in a workweek. The overtime calculation shall not include sick days.
- 7.4 Work performed on Sunday shall be paid at the rate of two (2) times the employee's regular hourly rate of pay.
- 7.5 For work performed on a paid holiday or when a total closing has been declared, an employee will be paid the regular straight time due, plus regular straight time for hours worked, resulting in a total of two times the employee's regular hourly rate for hours worked.
- 7.6 For emergency call-backs to the school on Saturdays, Sundays, holidays or after normal working hours due to activation of fire or intruder alarm systems or mechanical failures in the building, and for regular weekend building checks, a fixed rate of \$80.00 will be paid.
- 7.7 If actual hours spent on the callback at overtime rate exceed the fixed rate then the usual overtime provision will apply in lieu of the fixed fee.
- 7.8 Clerical employees shall be compensated at a rate equal to their regular straight-time rate for hours worked in excess of 35 and less than 40 in a workweek. This time shall be computed in quarter-hour blocks. Clerical employees shall be paid at one and one-half (1 1/2) times the regular straight-time rate for hours worked in excess of 40 in one workweek. Provisions of this paragraph shall be operable only when the Head of School or his/her designee has given specific written approval prior to its occurrence.
- 7.9 Approved overtime will be paid in the paycheck next following the receipt of the overtime report in the central office (normally within 10 days).

ARTICLE VIII - DISCIPLINE

- 8.1 The Board agrees that it will act in good faith and for just cause in the discipline and dismissal of any employee included in this Agreement.
- 8.2 The Superintendent will have the right to discipline any employee or to suspend any employee without pay for just cause. Prior to suspension or dismissal, an employee shall be

provided with all due process rights as provided by law. The Superintendent shall provide a suspended employee with a written statement of the reasons for the suspension.

- 8.3 Any employee who is dismissed shall be entitled to pro-rated unused vacation pay based upon the number of months worked during the fiscal year. This provision for vacation shall not apply to employees during the **120-day** probation period. If the employee satisfactorily completes the probationary period, unused vacation days earned from the date of employment shall be paid upon a subsequent dismissal in the fiscal year.

ARTICLE IX - HOLIDAYS

- 9.1 A. All full time 52 week employees will receive with pay the following holidays:
- | | | |
|------------------------|------------------|--|
| New Year's Day | Memorial Day | Floating Holiday (used as mutually agreed) |
| Martin Luther King Day | Independence Day | Thanksgiving Day |
| Presidents Day | Labor Day | Day after Thanksgiving Day |
| Good Friday | Columbus Day | Day before Christmas Day |
| | | Christmas Day |
- B. On the day immediately preceding Thanksgiving Day, day shift bargaining unit members may leave the school one-hour after students have been dismissed. The Head of School, or his/her designee, shall determine when the night shift custodians shall be released from work.
- 9.2 Regular full-time twelve month employees shall be paid in a full day's pay at their regular straight-time rate for each of the holidays listed above, provided the employee works the last scheduled work day before the holiday and the first scheduled work day immediately following the holiday, unless excused for just cause by the Head of School or his/her designee.
- 9.3 Should the holiday fall on a Saturday, the holiday shall be observed the preceding Friday. Should the holiday fall on a Sunday, the holiday will be observed the following Monday. Should school be in session on the day of the holiday, observance of another day may be granted by the Head of School, with the approval of the Superintendent of Schools. If another day is not granted, eligible employees will receive pay in lieu thereof equivalent to one full working day at the straight-time regular rate.
- 9.4 In the event that a holiday occurs during the paid vacation of any employee, the employee shall not be charged a vacation day for the day of the holiday.

ARTICLE X - VACATION

- 10.1 Full time 52 week employees shall receive the following vacation days:

After one (1) full year of continuous service- ten (10) days
After four (4) full years of continuous service-fifteen (15) days
After nine (9) full years of continuous service-twenty (20) days
After twenty (20) full years of continuous service-twenty-five (25) days

- 10.2 A. Vacation credits for full-time employees will accrue from the date of employment to the end of that fiscal year. Vacation earned during the first year of employment must be taken prior to the end of the first fiscal year of employment, provided the employee has completed 120 calendar days of probation period provided herein elsewhere.
- B. In the first fiscal year of employment for all full-time employees, one (1) day per month will be allowed to accrue, up to a maximum of ten (10) days.
- C. Any employee who is employed for more than six (6) continuous months in the first fiscal year of employment shall be allowed to count this as one full year of employment for the purpose of calculating vacation rights from that point forward (e.g. July 1st marks the start of year two).
- 10.3 Vacations are non-cumulative and are to be taken within the fiscal year to which they apply. However, an employee may, if circumstances prevent his/her taking all vacation to which entitled, request permission to carry forward no more than five (5) days to the immediately subsequent fiscal year. Such permission may be granted by the Director of Finance & Operations, based on the recommendation of the Head of School, when it is determined that the employee was prevented from using all vacation time by demands of the job.
- 10.4 An employee may not waive a vacation and draw double pay.
- 10.5 Vacations will be scheduled by agreement between the employee and the Head of School or his/her designee. No more than five (5) consecutive school days may be taken for vacation. When a member of Local 2001 must take vacation days for travel to a foreign country in order to meet legal or familial obligations, i.e., funerals, weddings, then he or she may request up to ten (10) consecutive school days. Requests must receive approval from the Head of School. Such extensions may not be used for general vacation plans.
- 10.6 Employees who leave the employ of the Board shall be entitled to pro-rated unused vacation pay based upon the number of months worked during the fiscal year.
- 10.7 If a person transfers from a "school year" position to a "full year" position, then the person's prior service on a year for year basis shall be recognized in the calculation of vacation rights.

ARTICLE XI - SICK LEAVE

- 11.1 Each permanent, full-time employee shall be entitled to sick leave with pay, computed on the basis rate of one and one-quarter (1 1/4) days for each completed month of service. Twelve-month employees earn fifteen (15) days per year. Ten-month employees earn twelve and one half (12 1/2) days per year.
- 11.2 Unused annual paid sick leave may accumulate to a maximum of 180 days. Extension of sick leave, without pay, may be granted by the Board.
- 11.3 Up to a maximum of three (3) work days will be allowed for absence sustained by injury in the course of employment with full per diem pay, less amount paid by the workers' compensation insurance or other disability insurance provided by the Board.

- 11.4 Sick leave accumulation allowance (11.2 above) will be based on the most recent uninterrupted service within the Regional District #9 system.
- 11.5 When an employee takes a sick day, he/she shall report such to the Head of School's designee at the time determined by the Head of School or his/her designee.
- 11.6 For employees hired prior to July 1, 2015, upon death or, after twelve (12) years of bargaining unit service with the Board, upon separation from employment with the Board, any employee or his/her estate shall be paid for one-half of all accumulated unused sick days up to a limit of seventy-five (75) days of such accumulation. Payout will be in July of the next fiscal year after retirement if the Board is notified by March 1st. If not notified by March 1st, payout will occur in July of the second fiscal year following retirement. If an employee is laid off after March 1st, payout will occur the following July of the current year.
- 11.7 The Head of School may require sufficient proof, including a doctor's certificate, for use of sick leave. The Head of School will not normally require a doctor's certificate for absences of three days or less unless there is documented evidence of sick leave abuse. The Head of School with the approval of the Superintendent of Schools has the right, for cause, to require an employee to see a physician, and on the physician's advice, may place an employee on sick leave. The Board shall bear the cost of the physician visit not covered by insurance.
- 11.8 Leave shall be granted for pregnancy in the accordance with the Family and Medical Leave Act. All available paid leave, including but not limited to, sick leave, vacation leave, personal days and disability leave, must be used before unpaid FMLA leave. The paid leave will be counted towards the leave under the FMLA and will not extend the leave period provided by law.

ARTICLE XII - OTHER LEAVE

12.1 Permitted Absences

- A. Each employee shall be accorded three (3) personal leave days per annum with pay. Such days may only be used for the purpose of attending to obligations or other matters, which cannot be scheduled outside normal work hours. Such obligations may be legal matters (house closing, court appearances, etc.), the marriage of an employee or his/her child, the graduation of an employee or his/her child or spouse, or other such similar matters wherein the employee does not control the scheduling of an event or obligation. Personal days shall not be used to extend vacations, weekends or holidays.
- B. Except in unusual circumstances, permission to use personal leave time should be requested in writing from the Head of School on a form provided or via the attendance management software as early as possible in advance of the intended use. The Head of School may deny requests for use of personal leave time, which do not meet the qualifications established by this provision.
- C. Each employee shall be accorded up to a maximum of 5 bereavement days, 3 family illness days and 3 days for religious observances. Unusual circumstances for additional days in any of these categories will be considered by the Superintendent.
- D. For purposes of this Section, family shall include spouse, grandparent, parent, child, brother, sister, brother-in-law, sister-in-law, mother-in-law or father-in-law. One of

these days may be used for extended family, defined as aunt, uncle, niece, nephew, cousin, or a person, other than a boarder, who resides in the employee's household..

- E. The provisions of this Section shall not apply until an employee has completed his/her 120-day probation period.

12.2 **Jury Duty**

Any employee who is called to jury duty will receive the necessary leave to fulfill his/her civil obligation. This leave will not be deducted from any of the permitted absences defined in 11.1 and 11.2. The employee shall receive his/her regular straight-time rate of pay for the first five (5) days of jury service. For jury service beyond the 5th day, the employee shall receive a rate of pay equal to the difference between the jury fee and his/her regular straight-time pay. The employee must provide appropriate documentation that jury duty was served and of any fee received in order to receive payment under this provision.

12.3 **Leaves Without Pay**

- A. Personal leaves of absence without pay for a period not to exceed one year in duration may be granted by the Board upon the recommendation of the Superintendent.
- B. Applications for such leaves of absence must be made in writing, stating the reasons for the request and the length of time desired. A written response shall be provided to the requesting employee within ten (10) days of the request.
- C. Employees returning from extended personal leaves of absence shall notify the Superintendent in writing (by registered or certified mail, return receipt requested) on or before February 1st of the fiscal year preceding the fiscal year of requested return. Employees returning from personal leaves of less than one-year duration shall notify the Superintendent in writing (by registered or certified mail, return receipt requested or through email with a read receipt) at least 30 days prior to their anticipated return. Failure to so notify the Superintendent in either case shall be construed as an automatic resignation.
- D. It is expected that, as far as possible, personal leaves will be arranged so as to coincide with the beginning and ending of the fiscal year.
- E. All members returning from leaves of absence under this provision shall be restored to the same or comparable position held at the time the leave was granted. No employee shall advance on the salary schedule if they have been on leave for six months or more during the year.

12.4 **Childrearing Leave**

- A. Any employee shall be entitled, upon written request submitted to the Superintendent of Schools, to an extended leave without pay for purposes of Childrearing (apart from any period of childbirth disability leave without pay) for the remaining portion of the school year in which the child is born or adopted. If the child is born or adopted after May, the leave may continue throughout the following school year.

- B. Childrearing leave, like other extended leave, shall be subject to the following provisions:
 - 1. Employees requesting leave shall submit not less than (30) day's written notice of anticipated date of ending performance of duties, and shall include the date of return from the requested leave.
- C. Employees requesting return from Childrearing leaves shall notify the Superintendent in writing (by registered or certified mail, return receipt requested or through email with a read receipt) not less than thirty (30) days before the date of return specified. Failure to so notify the Superintendent shall be construed as an automatic resignation. Neither the Board nor its agents shall have any duty to inquire as to an employee's intention concerning return from leave.

12.5 **Temporary Help**

Should an employee have to be out for an extended period of time due to illness, jury duty, etc., temporary help may be hired.

The Board may, on occasion, need to hire temporary employees for summer work in the event that no appropriately trained bargaining unit members accept such special assignments at the on-call rate as determined by the Board each year in its budget. The rate will be provided to the Chapter President each year.

Bargaining unit members will be given the opportunity to apply for summertime work by way of notice prior to May 30th and through the summer by way of school email. First preference shall be given to the bargaining unit members so long as they qualify to do the work. Should two or more bargaining unit members of relatively equal qualification express interest, preference in hiring will be given to the most senior member.

Prior to the end of the school year, the administration will post the position of summertime main office receptionist, which shall be made available sequentially to up to two (2) staff members. In the event two persons are hired to fill this vacancy, each will work for one-half of the summer break.

12.6 **In-Service Days**

If the subject matter pertains to his/her job, an employee will be allowed to attend inservice presentations, provided his/her immediate supervisor has given prior permission.

12.7 **Union Business Leave**

Union leave not to exceed ten (10) days during the life of the Agreement will be granted with pay to members of the unit who may be selected to represent the Union in Union business. Multiple consecutive days of such leave must be scheduled by agreement with the Administration.

12.8 Professional Development Leave

The Head of School, or his/her designee, may authorize the attendance of members of the unit at seminars, workshops, conventions, or other activities, which are of distinct benefit to the school system.

ARTICLE XIII - VACANCIES, ASSIGNMENTS & TRANSFERS

13.1 Vacancies in Positions and Hiring Procedure

- A. When a bargaining unit position becomes available in the Joel Barlow system, the Head of School will post an announcement of the opening. . All vacancies that occur during the summer shall be posted on the ER9 website and will be posted on bulletin boards at Central Office and the school.

1. The Board shall fill job vacancies from among applicants using the following criteria:

- a. the needs of the school district in accordance with the job description of the vacancy.
- b. Applicant's ability to perform,
- c. Qualifications of the applicant.

Where all factors are determined by the superintendent or his/her designee to be equal, seniority shall be the deciding factor.

- B. During the first 120 days of a new appointment, all employees are placed on probation. During this time, employees are not eligible to take personal days or vacation days. Employment beyond the first 120 days shall be contingent upon a favorable evaluation by the school administration.

Each employee shall be evaluated annually. New employees shall be evaluated by the school administration prior to the end of their probation period (120 days). Where more than one individual contributes to an employee's evaluation, the employee shall be informed of the names of each contributing individual and the capacity in which they contributed. In the event that an employee disagrees with a goal set by a supervisor, the employee may appeal to the Head of School. In the event that an employee disagrees with the evaluation, the employee may write and include with the evaluation a written response. In the event that the disputed evaluation results in an adverse employment action against the employee, it shall be subject to the grievance and arbitration procedure.

13.2 Hiring

Special Education Teaching Assistants, Title I Paraeducators, Writing Center Paraeducators and Transition Coordinators hired after July 1, 2007, shall meet all the requirements of the No Child Left Behind Act. This law was effective on January 8, 2002.

At the time of first hiring, new employees will be placed at the Step 1 salary range (see Salary Schedule). The Superintendent retains the latitude of placing new employees at any step

(based on experience, skills, and training) with the exception that no new employee shall be paid at a higher rate than existing employees in the same classification with the same experience and qualifications, nor shall be assigned to the maximum of any range. The exception to this rule would be if said new hire worked in the Easton or Redding School District and said new hire was at the maximum salary range in that district immediately prior to being hired in the Region 9 School District.

Wage rates for newly created positions shall be negotiated and placed on the applicable wage schedules prior to hiring.

13.3 **Changes in Duties**

- A. When an employee's job description or classification is altered fundamentally by his/her direct supervisor, the salary for the position thus altered shall be negotiated between the Superintendent or his/her designee and the Union.
- B. When an employee is requested by the Head of School or the Director of Finance & Operations to assume duties of a higher job classification on a temporary basis for more than five (5) consecutive days, the employee shall be entitled to the salary commensurate with the higher position (but at the employee's current step), and such salary increase shall be retroactive to the first day of the reassignment and continue for the duration of such performance of duties by the employee. When the employee resumes his/her prior position, salary shall revert to the regular salary level of the employee.

13.4 **Transfers**

When an employee transfers from one job category to another job category, and a change in salary schedule is required, then the Superintendent and the Union will consult on the appropriate step placement for the transferred employee on the new schedule.

Inter-district transfers will have a probation period of sixty (60) days provided they have served a minimum of 2 years in the Easton or Redding schools.

13.5 **Resignations**

- A. Any Union member who voluntarily leaves the employment of the Board shall give said Board two (2) weeks notice.

ARTICLE XIV - MISCELLANEOUS

14.1 **Mileage**

Mileage for use of a personal vehicle by an employee on authorized school business shall be reimbursed at a rate equal to that allowed by the Internal Revenue Service, and submitted every 60 days and approved by the Head of School.

14.2 Emergency Closing

- A. When it is necessary to cancel school, day shift 12-month employees will report to work at 10:00 a.m. unless a TOTAL SCHOOL CLOSING has been declared by the Superintendent of Schools. If conditions preclude attendance at work, notification will be made by 9:00 a.m. to the Board's appointed designee. Employees who do not report may use personal leave, vacation time, or have the day off without pay. Implementation of this provision will depend on the building being accessible to employees.
- B. In the event that the Superintendent of Schools or his/her designee closes school early because of hazardous road conditions, then he/she shall specify, at the time of the announcement of early dismissal, the time at which employees of the bargaining unit are to be released from their work. If hazardous road conditions develop during the evening custodial shift, then the Head of School, or his/her designee, shall determine when custodians shall be released from work.
- C. On delayed openings, support staff employees, except custodians, shall report to work one-half (1/2) hour prior to the opening of school for students.

14.3 Uniforms

All custodians within the bargaining unit will be provided uniforms which shall be worn while performing their duties. Security Personnel will be provided a set of uniforms, which shall be the responsibility of the security officer. Such uniforms must be worn while performing their duties. Uniformed personnel shall be issued a cleaning allowance of \$100 due in the first pay period of the fiscal year.

ARTICLE XV - PENSION PLAN

For employees hired prior to July 1, 2015, The Pension Plan as adopted by the Board on June 18, 1974, and amended February 25, 1975; April 23, 1975; April 19, 1977; January 29, 1988; July 1, 1991, shall remain part of this Agreement. For employees hired starting July 1, 2015, a defined contribution plan will be offered. The plan will be mandatory for all new employees working at least 20 hours per week. After 120 days of employment, the Board will make a contribution of 4% of the employees' annual salary for each eligible bargaining unit member. Additionally the Board will match up to 3% of an employee's individual contribution for up to a total Board contribution of 7%. Employees will be able to contribute the maximum amount permissible by law. This retirement plan is also available for any current bargaining union member hired prior to July 1, 2015 who has not vested in the defined benefit plan.

ARTICLE XVI – SENIORITY AND LAYOFF PROCEDURE

16.1 Seniority shall be defined as an employee's length of continuous service with Region 9. The Superintendent or his/her designee shall prepare, maintain, and share with the chapter president of the bargaining unit a list of all employees' seniority as described within by October 15th of each school year. If the date of hire of two or more affected employees is the same, seniority shall be counted from the date that the acceptance of employment is received by Region 9, then by the date of the

interview, then by the time of the interview. Seniority shall be accrued during the time spent on the following approved leaves:

- Approved sick or injury leave (job related and non-job related) of one year or less
- Military leave
- Jury duty leave

16.2 Seniority shall not accrue, but shall be bridged in the following cases:

- Approved sick or injury leave (job related or non-job related) exceeding one year
- Approved leaves of absence without pay

16.3 Seniority shall be terminated by the following:

- Resignation
- Retirement
- Discharge for cause
- Failure to return from a leave of absence or layoff
- Layoffs exceeding the period of recall rights

16.4 In the event of a reduction in force, employees holding the positions as defined by Classification Staffing Group (listed in 16.5) affected shall be laid off by seniority, with the least senior employee in the position being laid off first. Employees to be laid off will receive a notification of unemployment eligibility as soon as the Superintendent is aware that a position is to be eliminated. The Chapter President shall also be notified. The employee shall receive unemployment eligibility documentation on the last day of work or such notice shall be mailed should such notification occur after the last day of work.

16.5 The Classification Staffing Groups, for the purposes of bumping, are as follows:

Administrative Assistants
Guidance Office Coordinator
Secretary 2 and Secretary 1
Custodial Shift Leader and Custodian/Groundskeeper and Maintenance
Nurse
Financial Coordinator
Data Specialist
Security Supervisor and Security Para
Writing Para and Paraeducator and Special Education Paraeducator
Transitional Coordinator
Non-Certified Behavior Therapist
Computer/Tech and Tech Assistant
Athletic Trainer
SA Counselor

16.6 Recall: When employees are to be recalled, the first to be recalled shall be the individual with the most seniority in the Classification Staffing Group being recalled.

16.7 Laid-off employees shall have recall rights within their professional capabilities for a period of one year from day of layoff. It shall be the responsibility of the laid-off employee to provide the administration his/her current address. Notice of recall shall be sent by email, telephone contact, and certified mail to the last address provided by the employee as it appears on Board records. An employee who refuses recall shall lose all further recall rights. Failure to answer within five business

days of receipt of the recall notice (by any method described above where the connection has been made) shall be considered a refusal of recall.

16.8 An employee whose position has been eliminated in a Classification Staffing Group as defined above shall have the right to bump the least senior employee in the same Classification Staffing Group as long as the employee is qualified to do the work.

ARTICLE XVII - GRIEVANCE PROCEDURE

- 17.1 A grievance shall be defined as a complaint by the Union or a member of the unit that the Board has violated or misapplied a specific provision of this Agreement. Having a desire to create and maintain harmonious labor relations between them, the parties hereto agree that they will promptly attempt to adjust all grievances arising between them involving application of a specific term or provision of this Agreement.
- 17.2 Nothing herein contained shall be construed as limiting the right of any employee or employer having a problem to discuss the matter informally with any appropriate member of the Administration or with any appropriate representative of the Union.
- 17.3 In the case of a complaint by a member of the unit, the aggrieved party shall use the following procedure as the sole means of settling said grievance.

17.4 Preliminary Procedure

- A. The grievant shall first attempt to settle the grievance with the Head of School, either directly or with a Union representative, with the objective of resolving the matter informally. Any grievance must be raised within twenty (20) business days of the act or event which gave rise to the grievance. If the grievant is unable to settle the grievance with the Head of School, or if no decision has been rendered within ten (10) business days after the employee's joint meeting with the Head of School, if the grievant wishes to process the grievance he/she shall proceed as follows.

Step 1

The grievant shall reduce such grievance in writing, stating the specific Article Section and Subsection of the Agreement alleged to have been violated, and submit it to the Head of School within ten (10) business days after the employee's joint meeting with the Head of School. The Head of School shall respond to the grievance, in writing, within ten (10) business days of the submission of the written grievance.

Step 2

In the event the grievant is not satisfied with the disposition of the grievance at Step 1, the grievant may submit it to the Director of Finance and Operations with a copy submitted to the Union representative. The written grievance must be submitted to the Director of Finance and Operations within five (5) business days following the Head of School's decision at Step 1. The grievant and Union representative shall meet with the Director of Finance and Operations and the Head of School and shall attempt to settle the grievance. The Director

of Finance & Operations shall respond to the grievant in writing within five (5) business days.

Step 3

In the event the grievant is not satisfied with the disposition of the grievance at Step 2, the grievant may submit it to the Superintendent with a copy submitted to the Union representative. The written grievance must be submitted to the Superintendent within five (5) business days following the Director of Finance and Operation's decision at Step 2. The grievant and Union representative shall meet with the Superintendent and the Director of Finance and Operations and shall attempt to settle the grievance.

Step 4

If the grievance is not settled within five (5) business days after the hearing, the grievant may request a hearing and a review of said grievance by the Board. Such request shall be in writing, shall have attached thereto the written grievance statement and the alleged facts pertinent thereto including all correspondence relevant thereto, and must be submitted to the Board within five (5) business days following the Superintendent's decision at Step 3. The Board or such members of the Board as are designated by the Board shall convene a meeting, and review such grievance within a reasonable period of time, but not to exceed twenty (20) business days of receipt of notice. The Board shall render to the grievant and/or his designated representative its decision in writing within seven (7) business days from the conclusion of the meeting.

Step 5

In the event that a grievant is not satisfied with the disposition of the grievance at Step 4, or in event that no decision has been rendered within twenty (20) business days of the meeting with the Board or Board Committee as provided in Step 4, the grievant may, within five (5) business days after the issuance of a decision by the Board, or twenty (20) business days after the meeting with the Board or Board Committee, whichever is sooner, present a request to the President of the Union to submit the grievance to arbitration. The Union may submit the grievance to arbitration within fifteen (15) business days after the receipt of the request from the grievant. Such arbitration, if for termination or suspension without pay, is to be conducted according to the rules and procedures for expedited arbitration of the American Arbitration Association or Alternative Dispute Resolution Center. All other grievances shall be conducted according to the rules and procedures of the Connecticut State Board of Mediation and Arbitration. The cost of arbitration shall be borne equally by the Board and the Union and the decision of such arbitration shall be binding on both parties to the extent permitted by law.

17.5 In the event the Union initiates a grievance, it shall initiate its grievance commencing with Step 2 above.

- 17.6 Any grievance not presented or followed up through the grievance procedure in the time limits contained therein shall be deemed waived. If at any step in the grievance procedure, the Administration fails to give its answer within the prescribed time, the grievance may proceed to the next step, unless time is extended by mutual consent in writing. The time limits shall not, however, apply for the months of July and August.
- 17.7 "Days" as used in this Article shall mean days when school is in session, except after May 1st when "days" shall be business days, so that the matter may be resolved before the end of the school term or as soon as possible thereafter.

ARTICLE XVIII - LONGEVITY

During the term of this Agreement a longevity bonus shall be given to each employee on the anniversary date of employment which coincides with the achievement of continuous completed service as provided in the following schedule:

- Twelve (12) years of service \$400 each year thereafter

This section only applies to employees hired prior to July 1, 2007.

ARTICLE XIX - UNION RIGHTS

- 19.1 The Union shall have the right to use the bulletin board in the staff lounge for the purpose of displaying notices, circulars and other Union materials.
- 19.2 The minutes of all official Board meetings shall be made available to the Union upon request. This provision is not subject to the grievance procedure.

ARTICLE XX - SEVERABILITY

In the event that any Article, Section or portion of this Agreement is declared invalid by agreement, statute or legal process, that specific Article, Section or portion specified to be invalid shall be deleted. However, the remainder of this Agreement shall remain in full force and effect.

ARTICLE XXI - TUITION REIMBURSEMENT

The Board will allocate the amount of \$7,500 per year for the purpose of allowing the support staff to take courses that enable them to advance their job related professional development and/or align with goals and which will improve job performance. With pre-approval of the Head of School the maximum allowed amount per bargaining unit member will be \$1,500 per fiscal year, provided there is no change in the allocated amount of \$7,500 per year. Employees shall follow the protocol established by the Head of School for submitting requests for reimbursement under this article.

ARTICLE XXII - NO STRIKE

Pursuant to Connecticut General Statute 7-475 (Municipal Employees Relations Act), all employees included in this Agreement shall not hinder the Board's operation by strike or work stoppage.

ARTICLE XXIII - DURATION

The provisions of the Agreement shall be effective on July 1, 2015 and shall continue and remain in force and effect to and including June 30, 2019.

ARTICLE XXIV - SCOPE OF AGREEMENT

- 25.1 Nothing contained in this Agreement shall be construed to contravene or violate any State Laws concerning boards of education as established by State Law. In the event of conflict between the provisions of this Agreement and the provisions of State Law relative to the duties and power of boards of education, the provisions of State Law shall prevail.
- 25.2 This Agreement contains the full and complete Agreement between the Board and the Union, for the duration of this Agreement
- 25.3 All prior practices, agreements, and understandings reached by and between members of the Association and the Board are void and of no force and effect unless specifically incorporated herein.

Date 11/24/15

By Christopher Hocker
Christopher Hocker, Chairperson
REGION 9 BOARD OF EDUCATION

Date 12/30/2015

By Stephen R. Ferrucci III
Stephen R. Ferrucci, III, Senior Staff Representative
CSEA SEIU LOCAL 2001, CTW

Date 12/4/15

By Jeffrey Mondli
Jeffrey Mondli, Chapter President

