

COLLECTIVE BARGAINING AGREEMENT

between

CHAPLIN BOARD OF EDUCATION

and

**LOCAL 1303-388 OF COUNCIL #4
AFSCME, AFL-CIO**

July 1, 2018 – June 30, 2021

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ARTICLE I - PREAMBLE

This Agreement made as of the _ 2018 by and between the Chaplin Board of Education, referred to as the "Board," and Local 1303-388 of Council 4, AFSCME, AFL-CIO, referred to as the "Union."

If the Board has a successor, it is the Board's intent to instruct the successor that it believes the terms of this agreement should serve as the basis of the terms and conditions of the bargaining unit employees until a successor agreement is negotiated between the successor and the bargaining unit employees.

ARTICLE II - RECOGNITION

The Board recognizes the Union, for purposes of negotiations, as the exclusive representative of a unit consisting of all the full and part-time employees of the Board employed as Instructional Assistants, Non-certified Librarians, Library Assistants, Custodians, and Secretaries, School Nurse, and Occupational Therapy Assistant (and subject to the terms of the Parties Memorandum of Understanding dated June 28, 2018), excluding employees outside the jurisdiction of the Municipal Employee Relations Act (MERA), in the public school system of Chaplin, for the purposes of, and with all the rights and privileges as provided by MERA §7-467, *et seq.*, of the Connecticut General Statutes.

ARTICLE III - NON-DISCRIMINATION

The Chaplin Board of Education will provide equal employment opportunities for all persons without regard to race, color, religious creed, age, marital status, national origin, sex, sexual orientation, physical disability, or union affiliation or non-affiliation, except in the case of a bona fide occupational qualification or need.

ARTICLE IV - MANAGEMENT RIGHTS

Section 1

It is recognized that the Board has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the District in all its aspects, including but not limited to the following:

- To maintain educational activities and programs as in its judgment will best serve the interests of the students;
- To determine the type of work to be performed by the personnel;
- To assign all work to employees or other persons;

- To decide the methods, procedures and means of conducting the work;
- To select, hire, and demote employees, including the right to prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work;
- To discharge or otherwise discipline any employee;
- To promote, transfer, and layoff employees;
- To determine the number, age and qualifications of pupils to be admitted into each school or program;
- To designate the schools or programs that shall be attended by the various students; In general, to control, supervise and manage the operations of the school system, and its professional staff under governing laws; and
- To establish or continue policies, practices and procedures for the conduct of Board business and the management of its operations, and from time to time, to change or abolish such policies, practices or procedures.

Section 2

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

ARTICLE V - UNION SECURITY AND PAYROLL DEDUCTION

Section 1 – Dues

The Board agrees to deduct monthly dues, as specified by the Secretary of the Union, from the wages of all employees who individually authorize such deductions on the customary form.

Section 2 – Union Member

As a condition of continued employment all employees in the bargaining unit shall, within thirty (30) working days from the date of their employment or thirty (30) working days from execution of this Agreement, become and remain members of the Union or pay to the Union an agency service fee not to exceed the amount uniformly assessed of members for the cost of collective bargaining, contract administration and grievance adjustment. The Union shall certify the amount of dues and fees to the Board and each employee in January of each year. The Union shall provide a procedure culminating in an impartial arbitration to resolve any claim by employees concerning the amount of the fee in accordance with law. The Union agrees to hold the Board harmless for all claims, demands, suits, actions, or liabilities arising out of enforcement of this

Article, including all expenses, costs, awards, and attorneys' fees, in any judicial, administrative, arbitral, settlement or other proceeding.

Section 3 – Dues Deduction

The deductions referred to in 1 and 2, above, shall be made by the Board at its convenience but shall be made no less than once each calendar month and in the same payroll period each month. "The Union agrees to hold the Board harmless from damages or claims arising from the making of authorized deductions. Any claim against the Board for errors in the processing of deductions must be made within sixty (60) days of the alleged error.

Section 4 – Dues Remittance

The monthly dues remittance to the Union will be sent, by the employer, to the Offices of Council 4, AFSCME, AFL-CIO, along with a list of the employees from whose wages and deductions have been made.

Section 5 – Lockout/Strike

During the term of this Agreement, the Board agrees there will be no lockout of any employee or employees.

During the term of this Agreement, the Union agrees that there shall be no authorized or sanctioned cessation, retarding, or stoppage of work, picketing, sympathy strikes, work to rule action, or other interference, because of any dispute that may result from interpretations of this Agreement or for any cause whatsoever.

Section 6 – Contract Copies

The Board shall provide copies of the contract to the employees upon request. New employees shall be supplied a copy of the contract at the time of hire. The Council 4 office shall be supplied with five (5) contracts at the time of signing.

Section 7 – PEOPLE Donations

The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE VI - SENIORITY

Section 1

Seniority shall be determined by reference to the length of continuous employment with the Board in positions incorporated within the bargaining unit. Seniority shall begin on the day the employee commences service for which he or she receives wages and shall be broken if the employee:

- Quits;
- Retires;
- Is discharged for just cause;
- Obtains a leave of absence by false or misleading statements;
- Is absent from work for three (3) consecutive days without giving notice to his/her principal or designee, except in an emergency, or in any instance after five (5) consecutive days without notice;
- Exceeds a leave of absence without satisfactory explanation;
- Fails to report to work within fourteen (14) calendar days after written notice of recall;
- Accepts employment elsewhere during scheduled employment hours while on leave of absence; or
- Is laid off for a consecutive period equal to his/her seniority at the time of such layoff, but in no event to exceed two (2) years.

Seniority shall not accrue during leave of absence or layoff.

Section 2

When two or more employees share the same date of commencement of service, seniority shall be determined by the following:

1. Current year's performance evaluation
2. Previous year's performance evaluation
3. Interpersonal skills
4. Previous experience prior to, and at Chaplin Elementary School
5. Other skills relevant to the open position.

Section 3

The Superintendent and/or designee shall prepare a list of employees represented by the Union, showing their seniority in time of service with the Board and their rate of pay, and deliver the same to the Union President by October 1 of each year.

ARTICLE VII - PLACEMENT

Before summer recess of each year, the Principal will notify ten (10) month employees, based on his or her best information at that time, whether it is expected that the employee will have continued employment in the school

system for the next school year. Such assurance of employment will not create any contract of employment for any term, whether implicit or explicit. Nor will such assurance, even if given in the context of an assignment, serve as any waiver of the administration's ability to make or change that employee's assignment or that of any other employee.

ARTICLE VIII - VACANCIES

Section 1

The Board and the Union agree that all vacancies within the bargaining unit shall be posted in advance of filling such position. For the purpose of this article, "vacancy" shall mean positions that are open as a result of death, retirement, resignation, discharge or the creation of a new position. Postings occurring while 10 month employees are on summer hiatus shall be e-mailed to all employees.

Section 2

When a vacancy exists or a new position is created, the bargaining unit member with the necessary prerequisites and performance, and the greatest skill and ability, will be given the first opportunity to fill the position.

Section 3

If two (2) or more bargaining unit employees have the same necessary prerequisites, performance, skill and ability, the most senior of such employees will be given the position. The length of continuous service within the bargaining unit shall determine the seniority of the employee.

Section 4

Factors considered by the Superintendent or his or her designee will include:

1. Current year's performance evaluation
2. Previous year's performance evaluation
3. Interpersonal skills
4. Previous experience prior to and at Chaplin Elementary School
5. Other skills relevant to the open position.
6. For this section, in a situation involving a one-to-one (1:1) position, the above factors will be considered as well as the needs of the child.

Section 5

Vacancies during the school year shall be posted for five (5) days. For vacancies during the summer recess, the position will remain posted for at least ten (10) days. For vacancies occurring during the last two weeks of the summer

recess, the position will be posted for at least five (5) days. For all such vacancies, whether occurring in the last two weeks of recess or not, notice of the vacancy will be mailed to each bargaining unit member at his or her last known address. Responsibility for informing the administration of a new mailing address lies with the employee.

ARTICLE IX - PROBATIONARY PERIOD

Section 1

All new employees covered by this Agreement shall serve a probationary period of ninety (90) working days. Determination of the employee's level of performance, whether satisfactory or not, is at the discretion of the Superintendent of Schools or his designated representative, along with the input of Supervisor(s), during these periods. If an employee's probationary period is extended, written notice of such will be given by the Superintendent or designee to the Union.

Section 2

During this probationary period, new employees shall not attain seniority rights but shall be eligible for applicable insurance and leave benefits. A probationary employee will be subject to discharge by the Board without access to the Grievance Procedure. At the successful completion of the probationary period, seniority shall be retroactive to the commencement of service.

ARTICLE X - REDUCTION IN FORCE

Section 1

If it becomes necessary to eliminate or reduce bargaining unit positions in certain circumstances the following policy will provide a fair and orderly process. This would not apply to dismissal for cause.

Section 2 -- Procedures

Prior to dismissing bargaining unit members under this procedure, the Board of Education will give due consideration to its ability to effectuate position elimination and/or reduction in staff by:

- Voluntary retirement within the present staff.
- Voluntary resignation within the present staff.
- Voluntary leave of absence (with no loss of seniority).
- Reduction from a FT to PT positions. Reduction in hours during the school year will not result in a loss of sick or personal days or holidays. If PT status continues into the following school year benefits will be prorated downward.

- Reduction from FT to PT position during the school year will not result in a change of medical benefits, unless such reduction takes place prior to the 92nd student day of the school year. If a change in status is effected on the 15th of the month or prior, medical benefits will continue until the last day of the current month. If the change in status occurs after the 15th, medical benefits will continue until the last day of the following month. COBRA is available for a period of 18 months.
1. In the event that a bargaining unit position is eliminated or reduced in hours, the elimination of employees or the reduction of hours shall first apply to probationary employees before it will apply to permanently appointed employees.
 2. Criteria used to select these bargaining unit members for layoff are:
 - Total period of continuous employment by the Board of Education.
 - Ability and qualifications as an employee of the Board of Education as determined by the accumulated evaluations of their supervisors with the collaboration of the principal.
 3. Applying the criteria set forth, the principal shall identify the employee for layoff in a written recommendation to the Board. The potentially affected employee shall be notified in writing of the meeting at which the Board takes action of the recommendation, and upon request, may address the Board. The Board shall authorize the principal to notify the employee in writing of its decision. Board or Administrative action that is technically inconsistent with this process will in no way affect the right of the BOE to make a reduction in force. At least two (2) weeks notice shall be given to the affected employee. Two (2) weeks pay to the employee will suffice for two (2) weeks notice.

Section 3

When two (2) or more bargaining unit members share the same date of commencement of service and positions are reduced, the following points shall be considered:

1. Current years performance evaluation
2. Previous years performance evaluation
3. Interpersonal skills
4. Previous experience prior to, and at Chaplin Elementary School.
5. Other skills relevant to the open position.

Section 4 -- Recall

The laid off individual's name shall be placed on a recall list for a period of two (2) years subject to recall in the reverse order of layoff, and he or she shall have the right to be recalled to any vacant or reinstated position in the bargaining unit. The choice of employees to be rehired shall be based on seniority, provided the employee can, in the judgment of the Superintendent of Schools, or his designated representative, satisfactorily perform the work available.

Section 5

No person shall be newly hired until all persons on the recall list have been notified by certified mail sent to the individual's last known address and such individuals either are offered employment or decline such re-employment offer. It shall be the laid-off individual's responsibility to notify the Superintendent of Schools of his/her current address. An individual who declines an offer of reemployment shall forfeit recall rights.

A person on the recall list shall receive a written offer of recall at least thirty (30) days, if possible, prior to the date of reemployment. The person shall accept or reject the recall in writing within ten calendar (10) days. Returning individuals must return to work within fourteen (14) calendar days from the date of the mailing of the notification or the date the position becomes open, whichever occurs later.

ARTICLE XI - GRIEVANCE PROCEDURE

Section 1 - Purpose

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

Section 2 - Definitions

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

as at least two bargaining unit members are aggrieved with the same issue(s).

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

Section 3 - Procedure

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

Informal Procedure

Prior to filing a grievance, the grievant should discuss the matter with the individual involved in an attempt to resolve the situation.

1. Level One – School Principal

Within ten (10) days of when the employee knew or should have known of the alleged grievance, he/she may file a written complaint with the school principal, setting forth the facts of the complaint and identifying the specific contract language which the grievant alleges to have been violated, misinterpreted or misapplied and the remedy requested.

Within ten (10) days after receiving the written grievance, the Principal shall meet with the grievant in an attempt to resolve the grievance. Within ten (10) days after such meeting, the administrator shall render his or her decision in writing. If for any reason the administrator does not render his decision within ten (10) days after the meeting, or if the decision is rendered and the grievant wishes to appeal, the grievant may appeal to Level Two.

2. Level Two – Superintendent of Schools

An appeal to the Superintendent of Schools must be made in writing within ten (10) days after the principal renders his decision or, within ten (10) days after the ten (10) day period set forth in Level One for rendering a decision has expired. The written appeal must contain all the information specified in the complaint submitted to the principal. Within ten (10) days after receiving the written grievance, the Superintendent shall meet with the grievant in an effort to resolve the grievance. Within ten (10) days after such meeting, the Superintendent

shall render his decision in writing. If for any reason the Superintendent does not render his decision within ten (10) days after the meeting, or if the decision is rendered and the grievant wishes to appeal, the grievant may appeal to Level Three.

3. Level Three – Board of Education

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

4. Level Four – Binding Arbitration

In the event the Union is not satisfied with the disposition of the grievance at Level Three, the Union may file a claim for arbitration with the State Board of Mediation and Arbitration within ten (10) days after the Board has issued its decision or within ten (10) days after the fifteen (15) day period for issuing a decision at Level Three has expired. A claim for arbitration shall briefly state the facts of the case, the contract provisions allegedly violated and the remedy requested, and shall be filed simultaneously with the Superintendent of Schools. The arbitrator(s) shall be bound by the specific terms of this Agreement, and he/she shall have no authority to add to, subtract from, or in any way modify its term. The decision of the arbitrator(s) shall be final and binding on all parties and shall be the exclusive remedy for breach of this Agreement, except that the parties do not waive their legal right to appeal the arbitrator's award pertaining to such grievance as permitted by law. In any such appeal or in any action to determine the arbitrability of the claim in dispute, the issue of arbitrability shall be deemed a question of law for the court to determine.

Section 4 - Expenses

Expenses for the arbitrator(s)' services and the proceedings shall be borne equally by the Board and the Union. However, each party shall be responsible for compensating, its own attorneys, representatives and witnesses. If either party desires a verbatim record of the proceedings, they may cause such record to be made at their own expense. The grievant and his/her representative shall be afforded the necessary time off without loss of pay for grievance hearings held during their working hours.

ARTICLE XII - WORK WEEK/DAY

Section 1 -- Full Time Employees

Twelve-Month Personnel

Office personnel work hours are from 8:00 a.m. to 4:30 p.m. Custodian work hours will vary based on shift assignment.

When school sessions are cancelled because of inclement weather, staff shall be expected to report to work unless directed to do otherwise by the Superintendent or designee. Any staff member who is directed not to report to work will be paid for the hours he or she would have regularly worked on that day.

Ten Month Personnel

The workday begins no earlier than 8:00 a.m. and ends no later than 3:30 p.m., except that an employee's specific hours within the workday will vary with bus duty.

All Full Time Employees

Employees will have a half-hour unpaid, duty-free meal time. Employees will be entitled to a fifteen (15) minute break.

An employee's hours may be varied from this agreement only by offer of the employee or by mutual agreement of the employee and a requesting administrator. This paragraph shall be read as setting stable, predictable, and regular hours for bargaining unit members. It is not intended to apply to the following:

1. Unusual short term or emergency situations where changes must be made to ensure children are properly cared for.
2. The Board's managerial prerogative to set the times of the student day. Changes to the student day may continue to be made by the Board although subject to all appropriate impact bargaining and/or other statutory requirements.

Section 2 -- Part Time Employees

The workday for part-time employees will be assigned at the discretion of the principal and shall not be more than 19½ hours/week. Part time

employees working at least four (4) hours a day shall be entitled to a fifteen (15) minute break.

Section 3 -- All Employees

All employees shall receive one and one-half time their hourly rate for all work performed in excess of forty hours in any week. All work beyond the employee's total workweek must be approved in advance by the Superintendent or designee.

All employees may be asked to attend up to two (2) paid CEU/Professional/In-service days per year.

All employees shall be paid their full regular hours for unscheduled delays or early closings.

Section 4 – Early Dismissal Days

The Board will implement a rotating schedule for work to be performed on those Fridays when school is dismissed early for curriculum planning purposes. If the Friday work at issue requires specific qualifications, only those bargaining unit members with those qualifications will be eligible for such work. Otherwise, all bargaining unit members will be eligible for the work, subject to their position on rotating schedule.

Initial assignment of bargaining unit members to the schedule will be in order of seniority. Once a bargaining unit member has worked on a Friday, he or she will rotate to the bottom of the list. If a member declines Friday work when offered, he or she will rotate to the bottom of the list.

The parties understand and agree that the rotating schedule of Friday work will be effective only during that period during which the Board engages in periodic Friday half-day dismissals of school for curriculum planning purposes. When such early dismissals cease, the rotating schedule will cease as well. The rotating schedule is inapplicable to other early Friday dismissals, such as for weather related reasons. The existence of the schedule does not guarantee that work will be available on any given Friday, it is only for purposes of equitably distributing existing work.

Section 5 – Make up Cancellations

When School cancellations and or emergency days are not made up in June, the Employees with days lost shall be compensated with wages provided the Employee actually works the days lost, as directed by Building Administrator. This section is not applicable to twelve (12) month employees.

Section 6 – Clubs

Any employee covered by this Agreement will receive a stipend of four hundred dollars (\$400.00) for each seven (7) week club session worked, provided the Principal approves the instructional assistant conducting the session; and said assignment does not result in any prohibited practice claim from the teacher bargaining unit concerning unilateral subcontracting.

ARTICLE XIII - WAGES

Section 1

The wage schedules of all positions covered by this Agreement are set forth in Appendix A, attached hereto and made part of this Agreement.

Section 2

Increases are described in Appendix A.

Section 3 – Maintainer Call-In Time

School personnel shall receive three (3) hours pay when called in as a result of an emergency after school hours at a time not contiguous to his or her regular work hours. Scheduled overtime shall not be subject to the three-hour minimum.

Section 4 – Substitute Pay

If a qualified (credentials as determined by Connecticut or Municipal Law) Instructional Assistant is requested, and agrees, to substitute for a Certified Teacher for a full day, the Instructional Assistant will receive substitute pay or their own rate of pay, if greater. If a qualified (credentials as determined by Connecticut or Municipal Law) Instructional Assistant is requested, and agrees, to substitute for a Certified Teacher for a half day, the Instructional Assistant will receive for the half day either substitute pay pro rata or their own rate of pay, if greater.

Section 5 – Substitute Calling Pay

If a bargaining unit member is assigned to calling substitutes, he/she shall receive a stipend equal to 15 hours of pay every two weeks.

ARTICLE XIV - HOLIDAYS

Section 1

All twelve (12) month employees shall receive the following paid vacation time as listed below:

New Year's Day
Martin Luther King Day
President's Day
Good Friday
Memorial Day
July 4th

Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Section 2

All ten (10) month employees shall receive the following holiday schedule:

New Years Day
Martin Luther King Day

Labor Day
Thanksgiving

President's Day
Good Friday

Day after Thanksgiving
Christmas

Section 3

The granting of holiday pay is subject to the employee working on the scheduled work day falling immediately prior to and immediately after the holiday, with the exception of pre-approved personal or vacation days(s), or a sick day with a doctor's note for the employee. If a holiday occurs during an employee's paid vacation period, he/she shall be entitled to an additional vacation day with pay.

Section 4

In the event school is in session on any holiday set forth above, employees shall be granted a floating holiday on a day agreed to by the employee and principal.

Section 5

All employees shall be paid for their full regular hours on the early closing days before Thanksgiving and Christmas.

ARTICLE XV - VACATIONS

Section 1

All twelve (12) month employees shall receive the following paid vacation time as listed below:

0-1 years: 0 weeks
1-2 years: 1 week
3-7 years: 2 weeks
8-15 years: 3 weeks
16+ years: 4 weeks

Section 2

New employees must have completed at least six (6) month of continuous service to be eligible for vacation time.

Section 3

Vacation time is non-accruable.

Section 4

An employee who resigns or retires mid year, shall be compensated for any unused vacation time.

In the event of an employee's death, his/her spouse or beneficiary shall receive compensation for any unused vacation time.

Section 5

Vacation time must be scheduled during school holidays or in such manner as to have the least impact on school operations.

ARTICLE XVI - LEAVE PROVISIONS

Section 1 -- Sick Leave

All full time bargaining unit members shall be entitled to fifteen (15) sick days per fiscal year, accruable to the number of days per year the employee is required to work.

All part-time bargaining unit members shall be entitled to sick days on a pro rata basis per fiscal year. No bargaining unit member employed by the Board as of June 30, 2002 will be entitled to fewer sick days than he or she was entitled to on that date. A sick day will be equal to the number of hours the employee was scheduled to work on the day that he or she was sick. Sick days

are accruable to one-half (½) the number of days per year the employee is required to work.

Section 2

The total number of sick days shall accrue from commencement of service.

Section 3 -- Use of Sick Leave

Sick leave may be used in the following cases:

1. Personal illness or physical injury.
2. Enforced quarantine of the employee in accordance with community health regulations.
3. Illness or physical incapacity of any permanent resident of the employee's household in cases where the presence of the employee is essential.

Any extension of sick leave will be handled on the individual merits of each case as determined by the Superintendent or his designee.

Section 4

Employees hired during the school year, and those whose hours are increased to full time, shall receive prorated sick leave of 1.5 days/month for ten-month employees and 1.25 days/month for 12-month employees.

Section 5 -- Injury Leave

Whenever a bargaining unit member is absent from school as a result of bodily injury caused by an accident arising out of and in the course of his/her employment, he/she shall be paid his full salary less the amount of any workers' compensation award made for temporary disability due to said injury and no part of such absence shall be charged to his annual or accumulated sick leave. The difference between a member's workers' compensation payment and salary shall be paid for a maximum of one work year from the date of injury. In no case however, will the employee be paid an amount that will result in the employee taking home more pay than if the employee had been at work.

Section 6 -- Unused Sick Leave/Retirement

1. An employee who resigns or retires with ten (10) years of continuous Board service shall receive \$75/day for all unused accumulated sick leave. In the

event of an employee's death, after ten years' service, his/her spouse or beneficiary shall receive \$75/day for unused accumulated sick leave.

2. To be eligible upon resignation or retirement, the employees' chronological age and years of service to the Chaplin Board of Education must total 62 with a minimum of ten (10) years' service.

3. Under normal conditions, the Principal and Superintendent should be notified before January 1st of a resignation or retirement. Under conditions when such notice is not given, the Board, at its discretion, may distribute sick leave payments in the first month of the next fiscal year budgeted.

4. In addition to the payment schedule provided in paragraph 3 of this section, payment shall be made within 30 days of last scheduled work day, or may be split equally over the next two fiscal years at the Board's option.

5. Employees hired on or after July 1, 2016 are not eligible for any payout of unused sick leave.

Section 7 -- Jury Duty

Any bargaining unit employee who is called for jury duty will receive the necessary leave to fulfill this legal obligation. This leave will not be deducted from sick or personal leave time. The employee's wage will be the difference between his/her regular wage and the jury fee. The employee shall promptly notify the principal on first receiving notice of jury duty.

Section 8 -- Military Leave

Military leave, whether to serve a period on active reserve or National Guard duty, or whether called up for extended reserve service, or entering military service, will be granted as required by federal, state or local statute, regulation, or ordinance.

Section 9 -- Leave of Absence

The Board, at its sole discretion, may grant leaves of absence without pay. Requests for such leave shall be made in writing and shall include the length of leave desired. If an employee does not return to work at the end of such leave, his or her failure to do so may be considered a resignation by the Board.

If such leave is for medical reasons, the employee may be required to use accumulated sick leave prior to being granted discretionary leave. If the leave would also qualify as leave under the Family and Medical Leave Act of 1993

(FMLA), the employee's use of FMLA leave will be consistent with the FMLA and associated regulations, as amended.

Section 10 -- Personal Leave

All employees shall be entitled to five (5) paid personal days per school/fiscal year to be used for necessary personal business that otherwise cannot be conducted outside of the school day. The compensation for such days will be paid to part-time employees on a pro-rata basis. (By way of example only, if an employee worked half time, he or she would have available five half-days of personal leave).

For two (2) of the personal days, an employee need not provide a reason other than "personal." Personal days are non-accruable.

Personal days shall not be taken preceding or following a school vacation or holiday unless for special circumstances that have been approved by the Administration.

Section 11 -- Bereavement Leave

All bargaining unit members are entitled to five (5) paid bereavement days per fiscal year for death in the family (defined as parent, spouse, domestic partner, child, brother, sister, grandparent or grandchild) of any employee or the family as so defined of his/her spouse.

Section 12 -- Workshops/Conference

1. Upon request, and with the mutual agreement of the Principal, employees shall be entitled to attend workshops, conferences, seminars or other such beneficial educational offerings that may aid in the further understanding, productivity or suitability of their job classification.
2. For pay purposes, such approved attendance shall be considered a paid professional day. Any participation fees shall be paid by the Board.
3. The prevailing Internal Revenue Service rate shall be paid for any vehicle used on school business or directed by the Superintendent or Principal.
4. Such days will be limited to two days per person per year unless at the initiation of the Principal.

ARTICLE XVII - LONGEVITY

Section 1

Full-time bargaining unit members shall receive longevity payments as follows:

- 1. Year 10 – 14.....\$400
- 2. Year 15 – 20.....\$500
- 3. Year 21.....\$700

Section 2

Longevity payments shall be made in one payment during the first pay period in December.

Section 3

Employees hired on or after July 1, 2016 are not eligible for the longevity payments in Article XVII.

ARTICLE XVIII - TUITION REIMBURSEMENT

The Board will provide one-half tuition reimbursement of college level courses taken for continued professional growth. Prior approval by the Principal and a passing grade of B or better is a prerequisite to Board provided tuition reimbursement. The maximum amount of Board provided tuition reimbursement shall be \$500 per full time employee per year with a maximum of \$1,500 for the bargaining unit per year.

ARTICLE XIX - DISCIPLINARY ACTION

Section 1

No employee shall be discharged or otherwise disciplined without just cause.

Disciplinary action shall include (a) a verbal warning; (b) a written warning; (c) a suspension without pay; and (d) discharge and shall normally follow this order unless the facts of the situation indicate an offense sufficiently serious to eliminate a step or steps listed above.

Section 2

All disciplinary action may be appealed through the established grievance procedure.

Section 3

In all cases of discharge or suspension the employee and the Union shall be notified immediately in writing stating the reasons.

Section 4

All documentation of verbal warnings and written warnings shall be placed in an employee's personnel file. No documentation of verbal or written warnings shall be placed in an employee's personnel file without the employee being notified first. The employee may elect to attach a statement to said warning. Each employee shall have the right to see and review his or her personnel file upon request. Employees may request that the Board correct, amend or delete incorrect or inaccurate material. Failing mutual agreement, the employee shall have the right to respond and it shall be made part of the file.

ARTICLE XX - LIFE INSURANCE

The Board of Education shall provide group term life insurance in the amount to \$25,000 for each bargaining unit member and accidental death and dismemberment insurance in the amount of \$25,000 for each bargaining unit member.

ARTICLE XXI - MEDICAL/DENTAL INSURANCE

Section 1

Bargaining unit members who are regularly scheduled to work thirty (30) or more hours per week and their dependents shall have the option of enrolling in as the sole insurance plan, a High Deductible Health Plan with the following plan design:

Deductible: \$2,500 individual/\$5,000 family

Coinsurance: 0% in-network after the deductible
70%/30%% out-of-network after the deductible

Prescriptions: Treated as any other medical expense up to the deductible(s).
Covered 100% after the deductible

OOP Max: \$2,500/\$5,000 for in-network services
\$5,000/\$10,000 for out-of network services

Services: \$0 office visit, hospital, outpatient surgery, walk-in, urgent care
and emergency room after the deductible.

Wellness deductible waived.

Premium Cost Share:

Effective upon the execution of this Agreement:

12.0% for single coverage or 50% of the difference between the premium costs for individual and dependent coverage for dependent coverage;

Effective July 1, 2019-12.5% for single coverage or 50% of the difference between the premium costs for individual and dependent coverage for dependent coverage;

Effective July 1, 2020-13% for single coverage or 50% of the difference between the premium costs for individual and dependent coverage for dependent coverage.

HSA Contribution:

Effective upon the implementation of the HDHP, the Board shall fund the HSA in the amount of \$1,750 for single and \$3,500 for family.

Effective July 1, 2019, the Board shall fund the HSA in the amount of \$1,750 for single and \$3,500 for family. The Board's obligation shall be funded $\frac{1}{4}$ on July 1 and $\frac{3}{4}$ on October 1.

Effective July 1, 2020, the Board shall fund the HSA in the amount of \$1,500 single and \$3,000 family. The Board's obligation shall be funded $\frac{1}{4}$ on July 1 and $\frac{3}{4}$ on October 1.

An employee may request that the Board fund its full contribution obligation prior to October 1 if he or she suffers a catastrophic medical event that is supported by medical evidence.

HSA contribution obligations shall be prorated for employees hired after July 1.

Insurance coverage is effective from the first day of the month after the commencement of service. Should service commence on the first of the month, insurance shall be effective on that date.

Ineligibility for HSA:

For employees not eligible for an HSA account, and enrolled in the HDHP, the Board shall pay as income to the employee the amount of the Board contribution to the applicable deductible amount as compensation to the employee. The parties acknowledge that the Board's contribution toward the funding of the HSA (or additional compensation in lieu of an HSA contribution) 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 HDHP deductible for retirees or other individuals upon their separation from employment (or other non employee).

Section 2

To be eligible to receive this insurance benefit, each employee must execute a written wage deduction authorization, permitting the Board to deduct the cost of the employee's share of the premium.

Section 3

Employees shall be given thirty (30) days notice of an increase in the insurance premiums, as long as the BOE has at least 45 days notice of such a change. If the BOE should have less than 45 days, the BOE shall notify the employees as soon as possible.

Section 4

The Board shall have the right to change insurance carriers and/or self-insure, in whole or in part, in order to provide the insurance coverage set forth herein, provided that the plan(s) which result(s) from the change in carriers and/or self-insurance are substantially equivalent to the plan(s) described herein, in terms of coverage, benefits and administration when viewed as a whole.

Section 5

The Patient Protection and Affordable Care Act has set forth and codified under the Internal Revenue Code the imposition of an excise tax related to employer-provided health insurance plans that exceed certain value thresholds. The imposition of the excise tax is currently scheduled to take effect in 2022. Should any federal statute or regulation pertaining to the ACA be mandated to take effect during the term of this Agreement, triggering the imposition of an excise tax with respect to any of the

contractually agreed upon insurance plans offered herein, the parties agree to commence mid-term negotiations in accordance with the Teachers Negotiation Act. During such mid-term negotiations, the parties will reopen the Insurance Benefits Section for the purpose of addressing the impact of the excise tax. No other provision of the contract shall be reopened during such mid-term negotiations.

ARTICLE XXII - EVALUATIONS

Evaluations of employees shall be done by immediate supervisor(s) in collaboration with the principal. Each bargaining unit member will be given copies of any evaluation report placed in his or her personnel file. Employees shall be allowed to attach a rebuttal to any evaluation which they do not agree with.

ARTICLE XXIII - SAVINGS CLAUSE

Section 1

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

Section 2

Any item not covered in this Agreement may be governed by existing policies, rules or regulations of the Board, or by the modification of existing policies, rules or regulations or the adoption of new policies, rules or regulations.

ARTICLE XXIV - REOPENER CLAUSE

Section 1

This Agreement may be reopened on any provision provided that the Employer and the Union agree in writing to such effect.

Section 2

This Agreement may be altered or modified only by mutual written agreement signed by the parties hereto and neither party shall request, or demand any provision which will in any manner abrogate the understanding set forth herein.

ARTICLE XXV - DURATION

Section 1

This Agreement shall become effective July 1, 2018 and shall remain in effect until June 30, 2021.

Section 2

The first meeting date for negotiations will be held during the September proceeding the expiration year of this collective bargaining agreement.

Section 3

The Agreement shall remain in full force and effect during such negotiation in accordance with the provisions of the Municipal Employee Relations Act.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have set their hands this
12th day of September, 2018.

FOR THE EMPLOYER

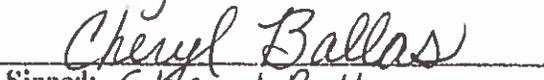

Signed:


Signed: Amy Quimette

Signed: Jean Lambert
JEAN LAMBERT

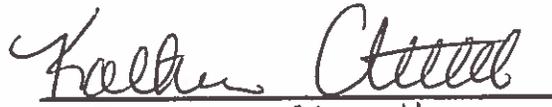
FOR THE UNION

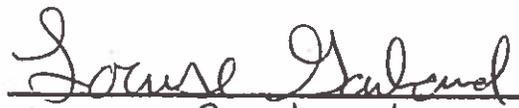

Signed: Union President
Penny Boomer

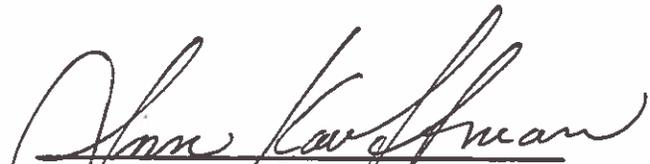

Signed: Cheryl Ballas


Signed: Joanne Putnam


Signed: Staff representative
Connecticut Council #4
AFSCME, AFL-CIO


Katherine Atwell


Louise Garland


Ann Kaffman

APPENDIX A

Bargaining unit employees shall be paid effective as indicated below:

Instructional Assistants

Current wages

Position	2017-2018	2018-2019	2019-2020	2020-2021
Instructional Ass t	16.83	17.19	17.56	17.94
	15.18	15.54	15.91	16.29
	13.55	13.91	14.28	14.66
Librarian	23.60	24.19	24.79	25.41
Maintenance	20	20.50	21.01	21.54
Custodian (A)	13.66	14	14.35	14.71
Custodian (B)	14.22	14.58	14.94	15.31
Secretary	21.25	21.78	22.33	22.88
Nurse	46,250.30	47,406.56	48,591.72	49,806.51

Effective upon execution of this Contract, the wages shall increase by 2.5% and 2.5% effective July 2, 2019 and July 1, 2020. Wage increases shall be retroactive to July 1, 2018 for employees still on the payroll as of the date of the execution of this contract. The Union may submit to the Board for its mutual agreement a distribution of the wage increase for paraprofessionals only that shall more fairly equalize the paraprofessionals' salaries.

Instructional Aides (lowest wage rate), Maintenance, and Custodian (A) are the rates that new employees will be calculated at when starting employment.

An employee placed in such a position shall receive not less than 85% of the maximum wage rate during his or her probationary period, not less than 90% of the maximum rate at the end of the probationary period, not less than 95% of the maximum rate upon completion of the employee's first anniversary of employment, and 100% of the maximum rate commencing on his or her second anniversary.

Movement on this grid is horizontal only. There is no vertical movement. This is not a step schedule.

**Memorandum of Understanding
between
Chaplin Board of Education ("Board")
and
Local 1303-388 of COUNCIL #4
AFSCME, AFL-CIO ("Union")**

The parties agree as follows:

The Board and the Union are parties to a collective bargaining agreement dated July 1, 2012 through June 30, 2015, ("Agreement").

If an instructional assistant ("I.A.") believes that assigned work – which is part of a PPT which he or she was not in attendance or part an IEP in which he or she has not had input – is such that the I.A. cannot perform the assignment, then the IA may request a meeting with the school administrator who will meet with the I.A. to discuss the issues and their options.

No I.A. will be disciplined solely based on requesting or meeting with the school administrator.

This MOU will have the same term as the Agreement and will be attached to the Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands this day of July, 2012.

FOR THE EMPLOYER

FOR THE UNION

Signed: Superintendent

Signed: Union President

Date

Signed

Signed: Staff Representative
AFSCME Council #4

**Memorandum of Understanding
between
Chaplin Board of Education ("Board")
and
Local 1303-388 of COUNCIL #4
AFSCME, AFL-CIO ("Union")**

The parties agree as follows:

1. The Board and the Union are parties to a collective bargaining agreement dated July 1, 2012 through June 30, 2015, ("Agreement").
2. Sick time can be taken in increments of one (1) hour. This language will be in effect for the 2012-2013 school year. If, at the end of the 2012-2013 school year, the Superintendent is not satisfied with it for any reason, it will be deleted. If he/she is not satisfied it would be calculated at a minimum of a ½ day charge.
3. Prior to the Superintendent making his/her decision, a meeting will be conducted between both parties to discuss reasons why he/she wants to change usage amount with the understanding it will go to a ½ day increment if he/she, superintendent, decides to do so.
4. This MOU will have the same term as the Agreement and will be attached to the Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands this day of July, 2012.

FOR THE EMPLOYER

FOR THE UNION

Signed: Superintendent

Signed: Union President

Date

Signed

Signed: Staff Representative
AFSCME Council #4

Chaplin School Nurse—2016-2017

✓ The Board has agreed to provide the School Nurse with payment of her yearly registered nurse license fee; malpractice insurance; and reimbursement for "scrubs" up to \$200 a year, consistent with practice and upon receipt of appropriate invoices. In addition, the Nurse shall be provided CPR training.

Work day and year for the Chaplin School Nurse will be as follows:

- ✓ • "The work year shall be 184 days, the school calendar plus one additional day - that date to be determined by administration.
 - The nurse shall not be required to be at the school more than 20 minutes prior to the start of the school day nor remain more than 20 minutes past the end of the school day. The nurse shall not be required to stay past 4:00 p.m. on any day except to tend to emergencies or to attend a staff meeting."
 - ✓ • The nurse shall also receive the following additional benefits, as set forth in, and identical to those benefits in the collective bargaining agreement: Longevity, sick leave, personal leave, professional leave, funeral leave, insurance including premium cost share, tuition reimbursement, workers' compensation, jury leave, severance (combination of her personal services agreement and the collective bargaining agreement - see above).
 - ✓ • The nurse shall receive a working paid lunch consistent with current practice.
 - ✓ • The attendance of the nurse for all professional days and activities shall be required for the entire day.
 - ✓ • Work break shall be consistent with current practice.
- o/f Article XII, Section 1, Paragraph 1 - Overtime: School Nurse is an exempt employee paid on a salary basis and shall not be entitled to overtime.
- ? Article XII, Section 3, Paragraph 2 - Nurse is subject to this. *OK*
- ? Article XII, Section 4 - Early dismissal days - N/A. *OK*
- ? Article XII, Section 5 - N/A to Nurse. *OK*
- ? The Nurse shall receive yearly compensation in the amount of \$45,122.24 for the 2016-2017 school year, retroactive to the July 1, 2016.
- ? If the School Nurse is to be absent, it is her responsibility to obtain an appropriately licensed substitute. The School Nurse shall receive no additional compensation for this service. *OK*
- ? Article XIII, Section 5 - N/A to the School Nurse. *OK*

- 2. Paid
- 2. Holidays - N/A. OK
- 2. Vacation - N/A. OK

0. Salary Increases - For the 2017-2018 and 2018-2019 years, the same general wage increase as applicable to other bargaining unit positions.

2. The School Nurse shall perform ancillary functions such as but not limited to entering names of students eligible for free and reduced lunches; registering names of students who enter or withdraw from school; enter data/manage CONNECT-ED; covering office when staff is short, Power School registration, consistent with practice.

Nurse is included in the bargaining unit pursuant to decision in MEPP 4851 and is regarded as a full time 10 month part employee. She shall have no option for the 12 month pay position.

Ms. Putnam shall perform all the functions of the Secretary 1 job description. The Board shall have no obligation to fill the Secretary 2 position.

Ms. Bishop is an Instructional Assistant also doing office work of a clerical/secretarial nature.

Penney Beerman
UNION

Zephth V. Harris
Board