

**AGREEMENT**

**Between the**

**GLASTONBURY BOARD OF EDUCATION**

**And**

**LOCAL 1303-197, COUNCIL #4 AFSCME, AFL-CIO**

**GLASTONBURY EDUCATIONAL SECRETARIES AND  
PARAPROFESSIONALS UNION**

**July 1, 2017 – June 30, 2021**

## TABLE OF CONTENTS

		PAGE
	Agreement .....	2
Article 1	Recognition .....	2
Article 2	Wages .....	2
Article 3	Overtime.....	3
Article 4	Insurance.....	3
Article 5	Vacancies/Transfers/Physicals .....	5
Article 6	Hours of Work & Work Schedules .....	6
Article 7	Holidays .....	7
Article 8	Vacation .....	8
Article 9	Terminations.....	8
Article 10	Seniority List .....	8
Article 11	Reduction in Force .....	8
Article 12	Sick Leave .....	10
Article 13	Workers' Compensation Benefits .....	11
Article 14	Personal Leave.....	11
Article 15	Professional Leave.....	12
Article 16	Tuition Reimbursement.....	12
Article 17	Jury Duty .....	13
Article 18	Earned Days.....	13
Article 19	Grievance Procedure .....	13
Article 20	Union Mediation and Arbitration Representation .....	14
Article 21	Preservation of Rights .....	15
Article 22	Union Security and Dues Deduction .....	15
Article 23	Job Classifications.....	15
Article 24	Reclassification .....	16
Article 25	Safety .....	17
Article 26	Discipline .....	17
Article 27	Residency .....	17
Article 28	Education and Training .....	17
Article 29	Payment Upon Termination .....	17
Article 30	Duration .....	17
Article 31	Negotiations Over Successor Agreement.....	18
	Memorandum of Understanding – July 1, 2005 .....	19
	Memorandum of Understanding - July 1, 1995.....	20
	Exhibit A - Wage Schedule .....	21-24
	Memorandum of Understanding – June 24, 2013 .....	25

## AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO on this 26 day of June, 2017, by and between the GLASTONBURY BOARD OF EDUCATION (hereinafter referred to as the "Board") and LOCAL 1303-197 COUNCIL #4 AFSCME, AFL-CIO, GLASTONBURY EDUCATIONAL SECRETARIES AND PARAPROFESSIONALS UNION (hereinafter referred to as the "Union").

### ARTICLE 1 - RECOGNITION

The Board hereby recognizes and certifies the Union as the exclusive representative for all employees in the unit consisting of all employees of the Board engaged in clerical, secretarial, or paraprofessional work in the public school system of the Town of Glastonbury, except for employees in supervisory positions as defined by the Municipal Employees Relations Act, so-called, and except for secretaries to the Board, Superintendent of Schools, and Human Resources Manager. This recognition agreement is made for the purpose of, and in accordance with, all of the rights and privileges as provided by the Municipal Employees Relations Act, Chapter 113, section 7-467-477, as amended 1967, General Statutes of Connecticut.

### ARTICLE 2 - WAGES

2.1 Effective July 1, 2017 and lasting until June 30, 2021 all employees shall be paid in accordance with the wage schedule annexed hereto and designated as Exhibit A.

#### 2.2 Placement:

All employees who have completed a full fiscal year will be entitled to the next step annual wage increment provided satisfactory service has been rendered. Employees hired during the fiscal year, and before March 1, shall be granted the normal increment at the beginning of the following fiscal year, provided service has been satisfactory. Employees hired after March 1 shall not be entitled to a service increment for the following fiscal year. Determination of satisfactory service will be at the discretion of the administration.

#### 2.3 Longevity:

Any employee, who, by October 31st of the school year, has completed ten (10) years of employment with the Glastonbury Public Schools, will receive a longevity payment in the amount of Five Hundred Dollars (\$500), to be paid in one lump sum in December of each year.

Any employee, who, by October 31st of the school year, has completed fifteen (15) years of employment with the Glastonbury Public Schools, will receive a longevity payment in the amount of One Thousand Dollars (\$1,000), to be paid in one lump sum in December of each year.

Any employee, who, by October 31st of the school year, has completed twenty (20) years of employment with the Glastonbury Public Schools, will receive a longevity payment in the amount of One Thousand Five Hundred Dollars (\$1,500), to be paid in one lump sum in December of each year.

### ARTICLE 3 - OVERTIME

3.1 Overtime: If an employee is requested by her/his superior to work beyond her/his regular assignment, compensation shall be either at a rate equal to one and one-half (1-1/2) times the regular hourly rate of pay for each hour worked in addition to forty (40) hours per week, or by compensatory time equal to one and one-half (1-1/2) times the hours worked over forty (40) hours per week, such compensatory time to be taken in the same work week.

Hourly wages for hours worked between the regular assignment and forty (40) hours per week will be paid at a rate equal to her/his regular hourly rate of pay. The manner of compensation shall be determined jointly between the department head and the employee prior to the overtime being worked.

For purposes of this section, credit will be given for holiday hours when computing hours worked in any work week.

3.2 Additional Workdays Outside of Contract: All ten (10) and eleven (11) month employees shall be paid at their hourly rate for additional work required by the Human Resources Manager or Board, not contracted for separately.

### ARTICLE 4 - INSURANCE

4.1 Employees may elect to participate in one of the following insurance options:

- a. Anthem Blue Cross/Blue Shield Century Preferred Plan (PPO) with a twenty dollar (\$20) office visit co-pay and prescription co-pays as follows:
  - Prescriptions: \$3 mail order, \$15 generic, \$30 brand name
  - Annual maximum – \$2,000
  - In-patient Co-pay: \$250
  - Out-patient Co-pay: \$100
  - Emergency Room: \$ 75
- b. Connecticare HMO with a twenty dollar (\$20) office visit co-pay and prescription co-pays as follows:
  - \$10 34-day supply generic
  - \$10 brand name (plus differential from generic, unless pre-authorized by Connecticare)
  - \$30 up to 100-day supply generic mail order (after two \$10 co-pays for mail order generic)
  - In-patient Co-pay: \$250
  - Out-patient Co-pay: \$100
  - Emergency Room: \$100
- c. Blue Care Plus Option I HMO with a fifteen dollar (\$15) office visit co-pay and prescription co-pay as follows:
  - Prescriptions: \$3 mail order, \$15 generic, \$30 brand name
  - Annual maximum – unlimited
  - In-patient Co-pay: \$250
  - Out-patient Co-pay: \$100
  - Emergency Room: \$ 75

- d. Anthem High Deductible/HSA. The plan includes:
  - Annual Deductible: \$2,500/\$5,000.
  - Board Contribution to Deductible: \$1,250 Employee only  
\$2,500 Employee +1/Family
  - 100% coverage for preventative/routine care.
  - Board shall make contribution to employee's account on July 1<sup>st</sup> of each year.
- e. Connecticare High Deductible/HSA
  - Annual Deductible: \$2,500/\$5,000.
  - Board Contribution to Deductible: \$1,250 Employee only  
\$2,500 Employee +1/Family
  - 100% coverage for preventative/routine care.
  - Board shall make contribution to employee's account on July 1<sup>st</sup> of each year.

4.2 To be eligible to receive the benefits set forth in Section 4.1 above, the employee shall annually contribute the following amount for such benefits:

	<u>17-18</u>	<u>18-19</u>	<u>19-20</u>	<u>20-21</u>
a. Century Preferred (PPO)	21%	22%	23%	24%
b. Connecticare (HMO):	21%	22%	23%	24%
c. Blue Care Plus Option I (HMO):	21%	22%	23%	24%
*d. Anthem (HSA):	15%	15%	15%	15%
*e. Connecticare (HSA):	15%	15%	15%	15%

**\*Employees employed on or after July 1, 2013 shall be required to take one of the two High Deductible plans.**

4.3 The Board of Education agrees to pay a percentage equal to medical coverage for the individual, employee plus one dependent, or family premiums for the Blue Cross Full-Service Plan Rider for Dental Care, including Riders A, B, C and D.

4.4 If the total cost of a group health plan or plans offered under this contract triggers an excise tax under Internal Revenue Code Section 4980I, any other local, state or federal statute or regulation, the Glastonbury Public Schools reserves the right to offer a group health plan or plans with a total combined cost that falls below the excise tax thresholds. Eligible employees will be given the option to enroll in the lower cost coverage option(s). If the employee chooses to enroll themselves and/or their eligible family members in a coverage option or options that triggers an excise tax, 100% of any such excise tax will be borne solely by the employee.

4.5 The Board will provide each employee with term life insurance in the amount of 2.5 times the approved annualized wages.

4.6 A contributory retirement plan shall be made available to all employees one (1) year from date of employment. Effective July 1, 2017, the employee contribution will be 5.75%. Effective July 1, 2018 the employee contribution will be 6% and go up 0.25% each subsequent year of the contract.

4.7 Employees who are retiring may continue participation in the Health Insurance Plan as specified in this Article by paying to the Board, 100% of the applicable premium(s) on a monthly basis. Such eligibility for participation by retired employees shall cease when the employee becomes Medicare eligible.

4.8 All insurance benefits and services shall be subject to an "or equal" provision which shall allow the Board to effect whatever economies it may deem appropriate, provided there is no decrease in the benefits or services that are negotiated.

4.9 The Board will provide the same long term disability insurance as for the administrators and non-contract personnel at no cost to the employee.

4.10 If a plan is chosen that requires the "Cadillac Tax" to be in effect, the employee must choose a less costly plan that does not exceed the tax threshold.

4.11 For those employees who are enrolled in Medicare and are covered under one of the High Deductible Health Plans (HDHP), because no further contributions may be made to a Health Savings Account (HSA), the contracted money to cover the deductible will be deposited into his/her payroll account and is taxable.

4.12 For the plans listed within this article, dependent coverage shall include domestic partners only for those covered as of June 30, 2017. The term domestic partner shall be deemed to include a covered person's domestic partner of the same sex who has executed an affidavit in accordance with this provision.

#### **ARTICLE 5 - VACANCIES, TRANSFERS, PHYSICALS**

5.1 Vacancies: During the school year announcements shall be made at least seven (7) days prior to the filling of the vacancy to allow any interested employees to apply. During summer vacation periods, announcements of vacancies shall be made at least fourteen (14) days prior to the filling of the vacancy to allow any interested employees to apply. The Superintendent or his/her designee shall provide notice of vacancy to the President of the Union, or her/his designee, who shall be responsible for providing notice to all members of the bargaining unit. In addition, the Superintendent or his/her designee will post each announcement of vacancy in the Central Office, and send each announcement of vacancy to every school office. Any interested employee may apply on-line to the Superintendent of Schools or his/her designee in accordance with specified time limits.

5.2 Transfers: Present staff members may apply for transfers at the time of announcement of vacancies or by indicating their request on-line at any time.

5.3 Physicals: In the event that, as a condition of initial employment, any employee is required to undergo a physical examination, a prospective employee shall receive notice of said requirement as part of the initial application process, including the fact that said physical shall be at the applicant's expense

## **ARTICLE 6 - HOURS OF WORK AND WORK SCHEDULES**

6.1 The work year for twelve (12) month employees shall consist of fifty-two (52) weeks. The workweek shall be consistent with the position description, and shall consist of thirty-five (35) or forty (40) hours per week. Employees shall be expected to report to work on days when schools are closed due to inclement weather. These employees should make every effort to arrive within two hours of the time due. Employees shall work with their supervisors and create their work/vacation schedule at the beginning of each school year based on the needs of the school system.

6.2 The work year for eleven (11) month employees shall consist of two hundred and thirteen (213) days. The work week shall be consistent with the position description, and shall consist of thirty-five (35) or forty (40) hours per week. Employees shall work with their supervisors and create their work schedule at the beginning of each school year based on the needs of the school system.

6.3 The work year for ten (10) month secretarial employees shall be no more than 193 days. The work week shall be consistent with the position description, and shall be thirty-five (35), or forty (40) hours per week. Any ten (10) month secretaries required to work more than 193 days, for any reason, will be paid for the additional work at their regular rate. Employees shall work with their supervisors and create their work schedule at the beginning of each school year based on the needs of the school system.

6.4 The work year for paraprofessionals shall be no more than the school year plus 3 days. The work week shall consist of 31 hours, 40 minutes, excluding lunch period. Each paraprofessional will be given a work schedule with a minimum of four (4) hours each day. Employees shall work with their supervisors and create their work schedule at the beginning of each school year based on the needs of the school system.

6.5 Upon request of an employee, and by mutual agreement between the employee and the Human Resources Manager, the employee's work schedule may be arranged to accommodate needs in such areas as child care, transportation or participation in an educational program.

6.6 All employees who work twenty (20) hours or more per week shall be entitled to twenty (20) minutes of break time per day, to be taken at a time or times determined by the administration, provided that such break time or times shall not interfere with specific student needs.

6.7 When school is closed due to an emergency situation, all classroom paraprofessionals will be released without loss of pay when teachers are released. All other employees will be released without loss of pay as soon as the essential work has been completed and the Building Administrator releases them.

6.8 Paraprofessionals, ten (10) month and eleven (11) month employees are not required to report for work when schools are closed due to an emergency situation.

6.9 When school is opened late or closed early due to inclement weather, employees shall be paid for their regularly scheduled work day.

6.10 In the event the Governor of the State declares a State of Emergency and closes the public highways/roads, 12 months employees will not be required to report to work without loss of pay.

6.11 If the Governor of the State of Connecticut announces that “non-essential” employees shall not report to work on a given snow day, the full time 12 month employees shall receive one (1) “personal snow day” each year to be used in the manner described in section 6.10 above.

## ARTICLE 7 - HOLIDAYS

7.1 All twelve (12) month employees shall be paid for thirteen (13) holidays as follows:

Labor Day	Martin Luther King Day
Columbus Day	Presidents' Day
Floating Holiday*	Floating Holiday*
Thanksgiving Day	Good Friday
Day after Thanksgiving Day	Memorial Day
Christmas Day	Fourth of July
New Year's Day	

\* The Floating Holiday may be requested for a date which is mutually agreed upon by the employee and his/her supervisor.

7.2 All eleven (11) month employees, regularly scheduled for thirty (30) hours or more per week, shall be paid for ten (10) holidays as follows:

Labor Day	New Years Day
Columbus Day	Martin Luther King Day
Floating Holiday	Good Friday
Thanksgiving Day	Memorial Day
Day after Thanksgiving Day	
One Day in summer (Fourth of July or Day in August)	

7.3 All ten (10) month employees, regularly scheduled for thirty (30) hours or more per week, shall be paid for eight (8) holidays as follows:

Labor Day	Day after Thanksgiving Day
Columbus Day	Martin Luther King Day
Floating Holiday	Good Friday
Thanksgiving	Memorial Day

7.4 The paid holiday will be subject to the employee working both the day before and the day after the specified holiday. However, this condition shall not apply to paraprofessionals whose 31 hours and 40 minutes work schedule in any week provides a regularly scheduled day off before or after the day on which the holiday falls.

7.5 In the event a holiday occurs during paid vacation of any employee, she/he shall be entitled to one (1) additional vacation day with pay.

7.6 If any Christmas or New Years' Day is preceded by a work day, employees will work one-half (1/2) of their scheduled work day.

## **ARTICLE 8 - VACATION**

8.1 Each twelve (12) month (52-week), full-time employee is entitled to two (2) weeks' vacation with pay. New hires will accrue vacation time pro-rated from date of hire through June 30. After 6 months of service, an employee can borrow and use up to five (5) days of vacation time from the allotted days to which the employee would become entitled after completing one (1) year of service on July 1 following date of hire.

8.2 After five (5) years of satisfactory employment as a twelve (12) month, full-time continuous employee, the employee shall be granted three (3) weeks of vacation pay.

8.3 From ten (10) to fifteen (15) years of twelve (12) month, full-time continuous employment, one (1) day shall be added for each year completed. This will total to four (4) weeks after fourteen (14) years.

8.4 From fifteen (15) years to nineteen (19) years of twelve (12) month, full-time continuous employment, one (1) day shall be added for each year completed. This will total to five (5) weeks after nineteen (19) years.

8.5 Vacation time, up to a maximum of ten (10) days per year, may be carried over from one year to the next year, provided that the Human Resources Manager is notified on or before May 15th. Additional carry-over of vacation time may be approved by the Human Resources Manager.

8.6 When a conflict arises in vacation scheduling between members of the bargaining unit, seniority will be considered.

## **ARTICLE 9 - TERMINATIONS**

No employee shall be terminated without just cause unless the position is eliminated. In the event that the Board decides to abolish positions covered by the bargaining unit, including but not limited to the position of ten (10) month secretaries, the Board agrees to discuss with the Union the impact of such decision.

New employees into this contract shall be on probation for a period of ninety (90) calendar days and may be terminated by the Superintendent/Designee in his/her sole discretion for any reason whatsoever, and neither the employee nor the Union, on his/her behalf, shall have recourse to the grievance procedures of this Agreement.

## **ARTICLE 10 - SENIORITY LIST**

The Board shall furnish to the Union, by October 1st of each year, a seniority list showing the length of service of employees in the bargaining unit. Mistakes shall be brought to the attention of the Superintendent of Schools, or his/her designee, within thirty (30) days of delivery of the list.

## **ARTICLE 11 - REDUCTION IN FORCE**

11.1 The Board of Education shall have the sole authority to determine whether or when a layoff shall occur. However, when layoffs become necessary, the Board shall review the employees in the area to be affected by the layoff and shall determine where, in the interest of overall efficient operations, the layoff should impact.

11.2 An employee scheduled for layoff may only bump the least senior employee in her/his particular job classification as listed below:

Payroll Coordinator	Health Paraprofessional
Accounts Payable Coordinator	Library Paraprofessional
Human Resources Coordinator	Science Paraprofessional
	Special Education Paraprofessional
	Technology Paraprofessional
Finance Manager Assistant/Purchasing Agent	
Student Activities Coordinator	Office/School Paraprofessional
Administrative Secretary I - Central Office	
Administrative Secretary I – Facilities/SFSD	
Administrative Secretary I – System wide	
Administrative Secretary I – Elementary	
Administrative Secretary I – Secondary	
Administrative Secretary I - Guidance	

11.3 The name(s) of all employees who are laid off shall be retained by the Board on a preferential recall list for a period equal to their seniority as of the date of the layoff or a period not to exceed eighteen (18) months, whichever comes first. If the particular position from which an employee was laid off becomes available during the eighteen (18) months, employees on the recall list for that position will be called back in inverse order of their layoff. Prior to hiring new employees from outside sources to fill positions that become open and are to be filled within the bargaining unit, the Board agrees to first review the recall list to determine whether or not a person on the list is fully qualified in terms of skill and ability to perform the available work. If there is a fully qualified employee on the recall list, the available work shall be offered to such employee. Seniority shall also be a factor in choosing among employees from the recall list, but shall not be a controlling factor.

All employees must keep the Board advised in writing of their current mailing address. Any obligation that the Board may have to recall a laid-off employee shall be fully discharged by sending written notice of recall, by certified mail, to the last address of the employee appearing on Board records, with a five (5) day grace period on reporting.

11.4 Employees on layoff shall receive no benefits under this Agreement during the period of layoff and shall have no rights with respect to re-employment once their recall rights expire. If rehired thereafter, it will be as a new employee.

11.5 For the purpose of this Agreement, seniority shall be defined as an employee's continuous unbroken service as an employee of the Board of Education in a position covered by the bargaining unit dating from most recent date of hire as a new employee.

**ARTICLE 12 - SICK LEAVE**

12.1 Employees may receive wages when absent because of illness according to the following schedules, in each period from July 1 through June 30. Payroll deductions for absence(s) due to sick leave will be made on the basis of the number of accrued days of earned sick leave beginning with the first day of employment:

**FULL WAGES**

Twelve month employees:

Earn/Month	Annual	Maximum	Maximum
First Year	Accrual	Annual	Accumulation
Accrual	Thereafter	Accumulation	
<b>Pro-rated</b>	<b>15 Days</b>	<b>15 Days</b>	<b>150 Days</b>

Eleven month employees:

Earn/Month	Annual	Maximum	Maximum
First Year	Accrual	Annual	Accumulation
Accrual	Thereafter	Accumulation	
<b>Pro-rated</b>	<b>12 Days</b>	<b>12 Days</b>	<b>72 Days</b>

Ten month employees:

Earn/Month	Annual	Maximum	Maximum
First Year	Accrual	Annual	Accumulation
Accrual	Thereafter	Accumulation	
<b>Pro-rated</b>	<b>10 Days</b>	<b>10 Days</b>	<b>60 Days</b>

**THREE-QUARTER WAGES**

Twelve month employees:

Earn/Month	Annual	Maximum	Maximum
First Year	Accrual	Annual	Accumulation
Accrual	Thereafter	Accumulation	
<b>Pro-rated</b>	<b>15 Days</b>	<b>15 Days</b>	<b>150 Days*</b>

Eleven month employees:

Earn/Month	Annual	Maximum	Maximum
First Year	Accrual	Annual	Accumulation
Accrual	Thereafter	Accumulation	
<b>Pro-rated</b>	<b>12 Days</b>	<b>12 Days</b>	<b>36 Days</b>

Ten month employees:

Earn/Month	Annual	Maximum	Maximum
First Year	Accrual	Annual	Accumulation
Accrual	Thereafter	Accumulation	
<b>Pro-rated</b>	<b>10 Days</b>	<b>10 Days</b>	<b>30 Days</b>

\*Those hired and beginning employment before July 1, 2017, may accumulate up to 180 days.

12.2 In the event of chronic or extended absence due to illness, an employee may be required by the Human Resources Manager to submit a physician's or practitioner's certificate indicating the nature of the illness and certification of the employee's ability to return to work, at the employee's expense.

12.3 The Board may grant a leave of absence without pay for personal ill health or serious illness in the immediate family. Immediate family shall be defined as mother, father, husband, wife, child, brother, sister, father-in-law, mother-in-law, legal guardian and any other relatives in the same household. This shall not entitle the employee to credit for experience factor on the wage schedule.

12.4 Glastonbury Board of Education will provide unpaid Family and Medical Leave (FMLA) in accordance with its Family and Medical Leave of Absence Policy and associated regulations. Available paid time off options, such as Sick Leave, Personal Leave, Vacation, etc., will be used in accordance with contract parameters and prior to the leave being unpaid, and will run concurrent with FMLA leave.

12.5 A Sick Leave Bank is available for employees who choose to participate by donating to the sick leave bank at least one (1) day per year and have used all accumulated sick leave. It shall be administered by the Glastonbury Educational Secretaries and Paraprofessionals Union. The Sick Bank Committee shall be appointed by the Union President and has the option of granting up to a maximum of thirty (30) days to any member who, for an unforeseen or extended illness, has used all of their own accumulated sick leave in any one year. All requests shall be reviewed by the committee. Requests for use of Sick Leave Bank days should be submitted in writing, with a doctor's note attached, to the President of the Glastonbury Educational Secretaries and Paraprofessionals Union. The Sick Leave Bank shall operate as follows:

Each employee may elect to donate to the Sick Leave Bank, one (1) day per year of accumulated sick leave. Such declaration of intent to so donate must be made no later than July 1st of each year. An employee may request that her/his election be considered a standing election from year to year until such time as the employee has no accumulated sick leave, terminates employment, or rescinds such election. New hires shall have a one (1) year waiting period to participate in the sick leave bank.

### **ARTICLE 13 - WORKERS COMPENSATION BENEFITS**

Whenever an employee is absent as a result of personal injury which is covered by the regulations of Workers Compensation, she/he shall be paid full wages (less the amount of workers' compensation award made for the temporary disability due to said injury for the full period of absence), but not to exceed a period earned as described in Article 12. Sick leave earned under Article 12 shall not be reduced until absence subject to this provision exceeds thirty (30) working days in any one (1) fiscal year.

### **ARTICLE 14 - PERSONAL LEAVE**

14.1 Each twelve (12) month employee may receive full pay for a maximum of six (6) days in any school year for absence caused by death in the immediate family, care of ill members of the immediate family, attendance at funerals, attendance at graduation of spouse or children, compulsory legal matters or religious days. The immediate family shall be defined as mother, father, husband, wife, child, brother, sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, legal guardian, grandparents of employee, siblings of employee's spouse, domestic partner, and any other relatives in the same household.

Within the six (6) day limit prescribed above, leave up to one (1) working day may be granted by the Human Resources Manager for attendance at a funeral of a relative or acquaintance not covered above. Permission for this leave shall not be unreasonably withheld.

Within the six (6) day limit prescribed above, a twelve (12) month employee may be allowed two (2) days of personal leave without loss of pay, providing she/he notifies the Human Resources Manager one (1) week in advance stating the reason for requested absence.

14.2 Each ten (10) or eleven (11) month employee may receive full pay for a maximum of five (5) working days in any school year for absence caused by death in the immediate family, care of ill members of the immediate family, attendance at funerals, attendance at graduation of spouse or children, compulsory legal matters or religious days. The immediate family shall be defined to include mother, father, husband, wife, child, brother, sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, legal guardian, grandparents of employee, siblings of employee's spouse, domestic partner, and any other relatives in the same household.

Within the five (5) day limit prescribed above, leave up to one (1) working day may be granted by the Human Resources Manager for attendance at a funeral of a relative or acquaintance not covered above. Permission for this leave shall not be unreasonably withheld.

Within the five (5) day limit prescribed above, a ten (10) or eleven (11) month employee may be allowed two (2) days of personal leave without loss of pay providing she/he notifies the Human Resources Manager one (1) week in advance stating the reason for requested absence.

#### **ARTICLE 15 - PROFESSIONAL LEAVE**

Absence may be allowed for visiting days, attendance at conventions, education conferences and/or other forms of professional improvement, without pay deduction, if approval is granted by the employee's supervisor with approval of the Superintendent/designee.

Absence for professional leave shall not be deducted from personal leave granted in Article 14 above. Professional leave shall be a maximum of one (1) day per year unless the Superintendent in his or her sole discretion permits an additional day.

The Board of Education recognizes the importance of continued professional growth of the clerical, paraprofessional, and secretarial staff.

#### **ARTICLE 16 - TUITION REIMBURSEMENT**

Each year of this Agreement, funds shall be allocated to support educational costs for employees who are furthering their education (credit or non-credit).

There shall be a maximum of \$1,000.00 tuition reimbursement per employee, per year.

The employee shall submit an appropriate form not less than two (2) weeks prior to the start of the course. Acknowledgement of approval by the Board shall be sent to the employee prior to the start of the class. As soon as possible following the completion of the course(s), the employee shall submit documentation of payment and successful course completion.

Upon completion of the necessary forms, tuition reimbursement shall be made to the employee within thirty (30) days.

### **ARTICLE 17 - JURY DUTY**

Any employee required to report for jury duty shall receive full pay from the Board, minus any pay received for jury duty, while absent for such duty, to a maximum of thirty (30) working days annually. An employee notified to report for jury duty shall notify her/his supervisor as soon as possible following receipt of such notice. The Board, at its discretion, may request an exemption from jury duty when such an absence would impose a burden upon the school system.

### **ARTICLE 18 - EARNED DAYS**

18.1 Any employee who has a record of one (1) school year's perfect attendance, not interrupted by sick leave, unauthorized absences or leave of absence without pay, shall be entitled to one (1) day off with pay. This shall be taken the following year at a date determined by mutual agreement between the Superintendent of Schools or his/her designee and the employee. This earned day shall not be taken immediately before or after a holiday or vacation.

18.2 One (1) school year shall mean an employee's assigned work year. The paraprofessionals shall have a daily schedule established by the principal.

18.3 This section shall be applicable only to employees employed for a full school year. No employees beginning work after October 1st of the school year shall be eligible for earned days their first year of employment. Commencing with the first full school year of employment, such employee will be eligible for earned days.

### **ARTICLE 19 - GRIEVANCE PROCEDURE**

19.1 Purpose: The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems of secretaries and paraprofessionals. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

19.2 Definition: A grievance shall be interpreted as a claim based upon challenge of interpretation or application by the administration of existing Board of Education policy or this Agreement, as such event or condition may affect the salary or condition of employment of a secretary or paraprofessional.

19.3 Procedure: It is important that grievances or disputes be processed as rapidly as possible. Employees are encouraged to meet with their supervisors in an effort to resolve the dispute. The time limits specified may, however, be extended by mutual agreement. The employee may accept the decision at Level One or Two without further action.

#### **A. Level One - Human Resources Manager**

1. Employee presents a written statement of the grievance to the Human Resources Manager within fifteen (15) workdays of the event giving rise to the grievance.
2. Human Resources Manager gives a written decision to the employee with the reasons therefore within five (5) workdays of receipt of the statement of A.1.

B. Level Two - Superintendent of Schools

1. Employee delivers a request for appeal to the Superintendent within ten (10) workdays of receipt by the employee of the decision of A.2.
2. The Superintendent of Schools and Human Resources Manager meet with the employee within five (5) workdays of receipt by the Superintendent of the request of B.1.
3. The Superintendent gives a written decision to the employee within five (5) workdays of the meeting in B.2.

C. Level Three - Board of Education

1. Absent satisfactory settlement at Level Two, the employee files a request for appeal to the Board of Education with the Superintendent of Schools within fifteen (15) workdays of receipt of the decision of Level B.3 by the employee.
2. The Board of Education and the Superintendent meet with the employee within twenty (20) workdays of receipt of the request for appeal to the Board of Education by the Superintendent.
3. The Board of Education gives a written decision with the reasons therefore to the employee within ten (10) workdays of the meeting of C.2.

D. Level Four - Arbitration

Absent satisfactory settlement of the grievance at Level Three, the Union may file within ten (10) days of its receipt of the Board's decision a request for arbitration with the Connecticut State Board of Mediation and Arbitration. A copy of said request will be sent to the Board of Education. Both the selection of the arbitrator and the arbitration hearing shall be conducted in accordance with the administrative procedures, practices and rules of the Connecticut State Board of Mediation and Arbitration. The arbitrator shall be bound by and must comply with all the terms of this Agreement. He/she shall have no power to add to, delete from or modify in any way any of the provisions of this Agreement. The decision of the arbitrator shall be binding upon both parties. The cost for the services of the arbitrator, including per diem expenses, if any, and actual travel and subsistence expenses, shall be borne equally by the Board and the Union.

**ARTICLE 20 - UNION MEDIATION AND ARBITRATION REPRESENTATION**

20.1 The Board shall permit one (1) or two (2) specified Union representatives to attend mediation sessions held for the purpose of dealing with grievances at Level Four of the grievance procedure established under Article 18 of this Agreement without loss of pay. Such representatives shall be paid only for hours thus spent which would have otherwise been worked. The Union agrees to provide the Superintendent or his/her designee with due notification that such representatives will be absent for participation in any mediation session.

20.2 The grievant and one (1) representative of the Union shall not suffer a loss of pay if it is necessary to schedule a grievance procedure or arbitration hearing(s) during said employees' normal work hours.

## **ARTICLE 21 - PRESERVATION OF RIGHTS**

Nothing in this contract shall be construed to alter existing rights, benefits or privileges afforded employees heretofore, except those subject to administrative decision, unless it is specifically stated in this contract. It is recognized that the Board of Education has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the public schools in the Town of Glastonbury in all of its aspects as set forth in section 10-220 of the Connecticut General Statutes. These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with or in violation of any part of specific terms and provisions of this Agreement.

## **ARTICLE 22 - UNION SECURITY AND DUES DEDUCTION**

22.1 All employees covered by this Agreement, shall be required, as a condition of continued employment, to become members of the Union or pay a service fee on or within thirty (30) days of the date of hiring or within thirty (30) days after the effective date of this Agreement, whichever is later. Said service fee shall be in an amount determined by the Union in accordance with applicable case law and statutes.

22.2 The employer agrees to deduct from the pay of its employees who have signed an authorization card such membership dues or service fees as may be fixed by the Union. Such deductions shall continue for the duration of this Agreement or any extension that might be agreed upon.

22.3 The deduction shall be made bi-weekly on a regular pay date as determined by the Human Resources Manager and shall be remitted to Council #4 together with a list of names of employees from whose wages such deductions have been made not later than the last day of each month.

22.4 The Union agrees to indemnify, defend and to hold the Board harmless (including payments of all Board costs and legal fees) against any and all claims for damages, demands suits or other forms of liability that shall or may arise out of, or by reason of, carrying out the provisions of this agreement concerning the deduction from wages of such dues or fees that are specified above and the Union also agrees that the Board is entitled to legal representation of its choice in any such contested matters.

Further, the Union agrees that neither it, nor any of its representatives, will challenge or contest the validity or enforceability or legality of this clause in any form.

## **ARTICLE 23 - JOB CLASSIFICATIONS**

23.1 Each employee upon promotion or appointment, and thereafter upon request, shall be given a copy of his/her job specification. Reasonable work assignments shall be in accordance with that job specification.

23.2 Wherever the phrase "and performs related duties as required..." appears in the job specifications for job classifications within this bargaining unit, the term "related duties" shall be interpreted to mean duties and responsibilities which could reasonably be expected to be required in accordance with the overall job specification.

23.3 An employee who performs the work of a higher classification, with the prior approval of the Human Resources Manager shall, commencing with the first work day, be paid for such actual work at the rate as provided in 2.3 (Promotion).

23.4 No employee will be changed from a ten (10) month to a twelve (12) month position or from a twelve (12) month to a ten (10) month position without the consent of the employee.

23.5 Any employee promoted from a ten (10) month or eleven (11) month position to a twelve (12) month position shall carry with her/him service credit toward annual vacation for previous years of service within this contract to the school system, prorated based upon number of months worked per year.

23.6 The pay groups shall be as follows:

<b>Pay Group A</b>	Accounts Payable Coordinator Payroll Coordinator Human Resources Coordinator Student Activities Coordinator Finance Manager Assistant/Purchasing Agent
<b>Pay Group B</b>	Administrative Secretary I
<b>Pay Group C</b>	Administrative Secretary II Health Paraprofessional Library Paraprofessional Science Paraprofessional Special Education Paraprofessional Technology Paraprofessional
<b>Pay Group D</b>	Office/School Paraprofessional

#### **ARTICLE 24 – RECLASSIFICATION**

- a. An employee will submit a request for reclassification to the Human Resources Manager.
- b. The Human Resources Manager will advise the employee whether or not he/she will be reclassified.
- c. The decision regarding reclassification may be appealed to the Appeals Committee, consisting of three members from the union and three members from management, which may include one or more members of the Board of Education, for a total of three members from each side.
- d. If the Appeals Committee deadlocks, the decision will be referred to a Referee who will review the application for reclassification and written submissions from the Union and the Board and issue a final decision regarding reclassification. The Board and the Union will select a Referee to serve in this capacity until the end of the term of this agreement. The Board and the Union will share the cost of the Referee equally.
- e. An employee is limited to one (1) application for reclassification per fiscal year. Applications for reclassification must be submitted between April 1<sup>st</sup> and May 1<sup>st</sup> in order for the reclassification to be effective in the next fiscal year, if approved.

## **ARTICLE 25 - SAFETY**

The Board will reimburse an employee up to five hundred dollars (\$500) for any personal property damaged or destroyed on Board property as a result of documented student negligence or malice. The Board's liability in this respect shall not exceed five hundred dollars (\$500) to any one (1) person per incident, or five thousand dollars (\$5,000) per school year. Claims will be paid each June. If the claims exceed five thousand dollars (\$5,000), the Board may, in its sole discretion, make additional reimbursements upon request, and may prorate claims as needed to meet the five thousand dollar (\$5,000) limit or any increase thereof which it may approve.

## **ARTICLE 26 - DISCIPLINE**

26.1 No employee shall be disciplined without just cause.

26.2 Disciplinary actions shall generally follow the following order:

- a. Verbal Warning
- b. Written Warning
- c. Suspension and/or Discharge

26.3 All suspensions and discharges shall be given in writing to the employee and shall state the reason for such action. A copy shall be forwarded to the President of the Union at the time of the suspension and/or discharge.

## **ARTICLE 27 - RESIDENCY**

The parties agree that it shall not be a condition of employment to reside in the Town of Glastonbury. Any employee residing outside the Town of Glastonbury shall not be discriminated against regarding promotions and other conditions of employment because they are not a resident of the Town of Glastonbury.

## **ARTICLE 28 - EDUCATION AND TRAINING**

When the Board implements the use of new technology, employees shall be provided with training. The Board of Education will endeavor to provide uninterrupted participation in the training. If an employee is assigned to a position using technology for which she/he has not previously been trained, she/he shall also be provided training as specified above.

## **ARTICLE 29 - PAYMENT UPON TERMINATION**

Upon termination, except for cause, an employee shall receive payment for all earned vacation time to date of termination.

## **ARTICLE 30 - DURATION**

The provisions of this Agreement shall be effective July 1, 2017, and shall continue and remain in full force and effect until June 30, 2021.

**ARTICLE 31 - NEGOTIATIONS OVER SUCCESSOR AGREEMENT**

Not later than one hundred and fifty (150) days preceding the expiration date of this Agreement, the Board agrees to begin to negotiate with the Union over a successor agreement in accordance with the procedure set forth herein in a good faith effort to reach agreement concerning salaries and conditions of employment.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 26 day of June, 2017.

**GLASTONBURY BOARD  
OF EDUCATION**

BY

  
\_\_\_\_\_

**LOCAL 1303-197, COUNCIL #4,  
AFSCME, AFL-CIO:**

  
BY ksi Rambo  
President

BY

  
\_\_\_\_\_  
Representative, Council #4, AFSCME

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**GLASTONBURY BOARD OF EDUCATION**  
**And**  
**GLASTONBURY EDUCATIONAL SECRETARIES AND PARAPROFESSIONALS UNION**  
**LOCAL 1303-197, COUNCIL #4**  
**AFSCME, AFL-CIO**

The Board agrees to deduct, from the pay of each of its employees who authorize such from his wages, voluntary contributions in the amount specified by such employee for the PEOPLE Qualified Committee, AFSCME, AFL-CIO, PO Box 65334, Washington DC 20035, to be used in accordance with the by-laws of the PEOPLE Qualified Committee for the purpose of making political contributions. All employees who elect to make such voluntary contributions shall be required to complete and sign an authorization form. Such authorization form shall include the following provisions:

I hereby authorize the Glastonbury Board of Education and associated agencies to deduct each pay period the amount certified above as a voluntary contribution to be paid to the treasurer of the PEOPLE Qualified Committee, AFSCME, AFL-CIO, PO Box 65334, Washington DC 20035, to be used in accordance with the by-laws of the PEOPLE Qualified Committee for the purpose of making political contributions. My contribution is voluntary, and I understand that it is not required as a condition of membership in any organization, or as a condition of continued employment, and is free of reprisal, and that I may revoke this authorization at any time by giving written notice.

In accordance with federal law, the PEOPLE Committee will accept contributions only from members of AFSCME and their families.

Contributions or gifts to AFSCME PEOPLE are not deductible as charitable contributions for federal income tax purposes.

Richard C. Brown  
FOR THE BOARD OF EDUCATION

November 29, 2005  
DATE

Betty Kuehnel  
FOR THE UNION

November 29, 2005  
DATE

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**GLASTONBURY BOARD OF EDUCATION**  
**And**  
**GLASTONBURY EDUCATIONAL SECRETARIES AND PARAPROFESSIONALS UNION**  
**LOCAL 1303-197, COUNCIL #4**  
**AFSCME, AFL-CIO**

The parties agree to the following changes in the retirement plan for all enrolled employees effective January 1, 1995;

1. Change the interest on employee contributions to 6%.
2. Change the vesting schedule to a graded 5 to 10 year schedule, as follows:

Years of continuous service	Percentage
less than 5 years	0%
5 years	50%
6 years	60%
7 years	70%
8 years	80%
9 years	90%
10 or more years	100%

3. Change the employee's contributions from 3.25% of earnings to 3.75% of earnings not in excess of the maximum amount of annual earnings subject to social security tax, plus 6% of that portion of earnings in excess of the maximum amount of annual earnings subject to social security tax.

4. Establish the Basic Formulas as follows:

Effective January 1, 1995, the yearly amount of basic retirement income payable on or after Normal Retirement Date under the plan will be determined as follows:

2% of final Earnings, as described in the Plan, multiplied by Years of Credited Service, but no less than, the participant's accrued benefit as of December 31, 1994, based on the Plan provisions as then in effect.

AGREE:

Suzanne Galvin  
Glastonbury Board of Education

Karen Bonfiglio  
Glastonbury Educational Secretaries and  
Paraprofessionals Union

Dated 12/20/94

Betty Kuehnel  
Staff Representative, Council #4  
AFSCME, AFL-CIO

**EXHIBIT A**

**2017-2018 WAGE SCHEDULE**

STEP	1	2	3	4	5	6	7
PAY GROUP							
A	25.21	25.96	26.77	27.52	28.33	29.09	31.73
B	22.99	23.73	24.47	25.22	25.96	26.72	29.19
C	18.62	19.33	20.10	20.78	21.51	22.23	24.36
D	16.04	16.72	17.37	18.05	18.69	19.35	21.25

1. Effective July 1, 2017, employees shall advance one (1) step on the 2017-2018 Wage Schedule.

Newly hired employees shall be compensated at a rate equal to fifty cents (\$.50) per hour less than the applicable hourly rate in effect at the time of hire. Upon completion of three (3) months continuous service, the employee's hourly rate will be increased to the applicable hourly rate set forth in the wage schedule.

All employees shall be hired in at Step 1. However, when it becomes necessary for recruitment reasons, an employee may be hired in up to Step 5.

2. Longevity – See Article 2 - Wages

**EXHIBIT A**

**2018-2019 WAGE SCHEDULE**

STEP	1	2	3	4	5	6	7
PAY GROUP							
A	25.21	25.96	26.77	27.52	28.33	29.09	32.37
B	22.99	23.73	24.47	25.22	25.96	26.72	29.78
C	18.62	19.33	20.10	20.78	21.51	22.23	24.85
D	16.04	16.72	17.37	18.05	18.69	19.35	21.68

1. Effective July 1, 2018, employees shall advance one (1) step on the 2018-2019 Wage Schedule.

Newly hired employees shall be compensated at a rate equal to fifty cents (\$.50) per hour less than the applicable hourly rate in effect at the time of hire. Upon completion of three (3) months continuous service, the employee's hourly rate will be increased to the applicable hourly rate set forth in the wage schedule.

All employees shall be hired in at Step 1. However, when it becomes necessary for recruitment reasons, an employee may be hired in up to Step 5.

2. Longevity – See Article 2 - Wages

**EXHIBIT A**

**2019-2020 WAGE SCHEDULE**

STEP	1	2	3	4	5	6	7
PAY GROUP							
A	25.21	25.96	26.77	27.52	28.33	29.09	33.02
B	22.99	23.73	24.47	25.22	25.96	26.72	30.38
C	18.62	19.33	20.10	20.78	21.51	22.23	25.35
D	16.04	16.72	17.37	18.05	18.69	19.35	22.12

1. Effective July 1, 2019, employees shall advance one (1) step on the 2019-2020 Wage Schedule.

Newly hired employees shall be compensated at a rate equal to fifty cents (\$.50) per hour less than the applicable hourly rate in effect at the time of hire. Upon completion of three (3) months continuous service, the employee's hourly rate will be increased to the applicable hourly rate set forth in the wage schedule.

All employees shall be hired in at Step 1. However, when it becomes necessary for recruitment reasons, an employee may be hired in up to Step 5.

2. Longevity – See Article 2 - Wages

**EXHIBIT A**

**2020-2021 WAGE SCHEDULE**

STEP	1	2	3	4	5	6	7
PAY GROUP							
A	25.21	25.96	26.77	27.52	28.33	29.09	33.69
B	22.99	23.73	24.47	25.22	25.96	26.72	30.99
C	18.62	19.33	20.10	20.78	21.51	22.23	25.86
D	16.04	16.72	17.37	18.05	18.69	19.35	22.57

1. Effective July 1, 2020, employees shall advance one (1) step on the 2020-2021 Wage Schedule.

Newly hired employees shall be compensated at a rate equal to fifty cents (\$.50) per hour less than the applicable hourly rate in effect at the time of hire. Upon completion of three (3) months continuous service, the employee's hourly rate will be increased to the applicable hourly rate set forth in the wage schedule.

All employees shall be hired in at Step 1. However, when it becomes necessary for recruitment reasons, an employee may be hired in up to Step 5.

2. Longevity – See Article 2 - Wages