

# AGREEMENT

between the

SHEPAUG VALLEY REGIONAL SCHOOL DISTRICT  
NO. 12  
BOARD OF EDUCATION

and the

SHEPAUG VALLEY CLERICAL EMPLOYEES

Local 1303 of Council #4, Chapter 131  
AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL EMPLOYEES  
AFL-CIO

**July 1, 2018 - June 30, 2021**

## TABLE OF CONTENTS

<b>Article I - Recognition .....</b>	<b>1</b>
<b>Article II - Coverage .....</b>	<b>1</b>
<b>Article III - Management's Rights.....</b>	<b>1</b>
<b>Article IV - Seasonal and Substitute Employees .....</b>	<b>2</b>
<b>Article V - Union Security .....</b>	<b>2</b>
<b>Article VI - Hours of Work.....</b>	<b>3</b>
<b>Article VII - Overtime .....</b>	<b>4</b>
<b>Article VIII - Report and Call-In Pay.....</b>	<b>5</b>
<b>Article IX - Holidays .....</b>	<b>5</b>
<b>Article X - Wages .....</b>	<b>7</b>
<b>Article XI - Sick Leave .....</b>	<b>7</b>
<b>Article XII - Vacations.....</b>	<b>10</b>
<b>Article XIII - Seniority .....</b>	<b>11</b>
<b>Article XIV - Leave Provisions .....</b>	<b>13</b>
<b>Article XV - Union Representation .....</b>	<b>14</b>
<b>Article XVI - Grievance Procedure.....</b>	<b>15</b>
<b>Article XVII - Insurance .....</b>	<b>16</b>
<b>Article XVIII - Discipline and Discharge.....</b>	<b>18</b>
<b>Article XIX - Safety and Health .....</b>	<b>18</b>
<b>Article XX - Miscellaneous.....</b>	<b>18</b>
<b>Article XXI - Duration.....</b>	<b>20</b>
<b>Appendix A - Hourly Wages - Effective July 1, 2018 .....</b>	<b>21</b>
<b>Appendix B - Hourly Wages - Effective July 1, 2019.....</b>	<b>21</b>
<b>Appendix C - Hourly Wages - Effective July 1, 2020 .....</b>	<b>21</b>

Agreement Between the  
Shepaug Valley Regional School District No. 12  
Board of Education  
and the  
Shepaug Valley Clerical Employees  
Local 1303 of Council #4  
American Federation of  
State, County and Municipal Employees  
AFL-CIO

This Agreement made and entered into on signing on May 22, 2019 between the Shepaug Valley Regional School District, hereinafter referred to as the "Board" and the Shepaug Valley Clerical Employees, Local 1303 of Council 4, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union".

**ARTICLE I**  
**RECOGNITION**

**Section 1.0**

The Board hereby recognizes the Union as the sole and exclusive representative for all School Secretaries, Library Clerks, Lab Technicians, Administrative Assistants, Educational Assistants, Educational Technology Specialists and Paraprofessionals (working a minimum of twenty-five (25) hours per week) employed by the Board for bargaining with respect to wages, hours and other conditions of employment.

**ARTICLE II**  
**COVERAGE**

**Section 2.0**

The provisions of this Agreement shall be binding upon the Board and its successors, and any and all terms and obligations herein contained shall not be affected or changed in any respect by the consolidation, merger, transfer or assignment of the Board of any, or all, of its property, or affected or changed in any respect by any change in the legal status or management.

**ARTICLE III**  
**MANAGEMENT'S RIGHTS**

**Section 3.0**

It is agreed that except as delegated, abridged, granted or modified by this Agreement, all of the rights and authority the Board had prior to the signing of this Agreement are retained by the Board and remain the exclusive right of management.

**ARTICLE IV  
SEASONAL AND SUBSTITUTE EMPLOYEES**

**Section 4.0**

Seasonal employees are employees hired for a period not to exceed sixty (60) working days.

**Section 4.1**

Substitute employees are employees hired to fill the position of bargaining unit employees for periods of sick leave or other extended leaves of absence; provided, however, that any person regularly used as a substitute for a regular employee during such leaves or other absences as aforesaid for more than sixty (60) consecutive days in any year of this Agreement shall be deemed to be an employee under the terms of this Agreement.

**ARTICLE V  
UNION SECURITY**

**Section 5.0**

The Board agrees to deduct from the pay of all its employees who authorize such deductions from their rates, such membership dues, initiation fees and reinstatement fees or service fees as may be fixed by the Union. The Union shall supply to the Board written notice at least thirty (30) days prior to the effective date of any change in the rates of fees and dues. In addition, the Union shall furnish the Board with a voluntary statement signed by the employee authorizing the Board to make such deduction(s). This statement is to be accepted by the Board.

**Section 5.1**

The monthly dues to the Union will be accompanied by a list of names of employees from whom such deductions have been made.

**Section 5.2**

The Union agrees to hold the Board harmless and indemnify the Board for any and all claims, demands, suits, damages or liabilities, including attorney's fees related to or arising out of the implementation of this Article.

**ARTICLE VI**  
**HOURS OF WORK**

**Section 6.0**

The following shall constitute the regular workday, week, and year at the specified location:

<b><u>Title</u></b>	<b><u>Work Location</u></b>	<b><u>Hours/Hours/Year</u></b>	<b><u>Hours/Day</u></b>	<b><u>Week</u></b>
Admin. Ass't. to the Prin.	High School	12 mos.	8	40
Secretary to the Prin.	Washington Primary School	12 mos.	8	40
Secretary to the Prin.	Burnham School	12 mos.	8	40
Secretary to the Prin.	Middle School	12 mos.	8	40
Secretary to the Prin.	Booth Free Sch.	12 mos.	8	40
Educational Tech. Spec.	K-12	12 mos.	8	40
Secretary	Middle School	210 days	8	40
Secretary	Guidance H.S.	220 days	8	40
Secretary	Guidance H.S.	195 days	8	40
Secretary	High School	200 days	8	40
Special Ed. Sec. / Sec.	Spec. Ed. /WPS	190 days	6.8	34
Lab Technician	Middle/High Sch.	195 days	7	35
Educational Assistants	Varied	185 days (B)	Varied	Varied
Library Clerk	Booth Free Sch.	(A) days	6	30
Library Clerk	Burnham School	(A) days	6	30
Library Clerk	Middle/High Sch.	(A) days	7	35
Library Clerk	Washington Prim.	(A) days	6	30
Library Clerk	Middle High Sch.	(A) days	6	30
Paraprofessionals	Varied	Varied (B)	Varied	Varied
Ed/Tech. Specialist		200 days	8	40

The above schedule is inclusive of a paid uninterrupted one-half (1/2) hour meal period.

(A) Days = Student School year plus 8 additional days as scheduled by the school administration.

(B) Professional Development Day as deemed necessary by the Superintendent for Paraprofessionals and Educational Assistants.

**Clerical/Paraprofessional Agreement  
Region 12 Board of Education  
July 1, 2018 to June 30, 2021**

**Section 6.1**

The normal work week will consist of five (5) days, Monday through Friday.

**Section 6.2**

The Board agrees to schedule one (1) paid rest period of fifteen (15) minutes each for employees working six (6) or more hours per day.

**Section 6.3**

The Pupil Personnel Director will continue to define the workday, work week and work year and all assignments for paraprofessionals based upon the needs of the school district. Should a reduction in work hours be contemplated, the affected employee and the Union shall be provided fourteen (14) days' notice of such reduction.

**Section 6.4**

Should a reduction in work hours be contemplated for Paraprofessionals and Educational Assistants, the affected employee and the local union president shall be given as much advance notice as possible.

**ARTICLE VII**  
**OVERTIME**

**Section 7.0**

Time and one-half the employee's regular straight time hourly rate shall be paid for all work performed in excess of a 40 hour work week.

**Section 7.1**

Double the employees hourly rate shall be paid to all employees who are required to work on Sundays after 40 hours of work have been completed in the same pay period. Time and one half shall be paid for all work performed after 40 hours of work have been completed in the same work week. Time worked does not include sick time, vacation time, holidays or unpaid leave.

**Section 7.2**

The Board agrees to distribute overtime equally among the employees within classification and to give the employees concerned as much notice of expected overtime work as is possible. If employees within a school are not available for overtime, employees from other schools may perform the overtime work. If no employee is available within the classification, the work may be performed by others.

**Section 7.3**

The Board agrees to allow the Union Steward to examine the overtime work records of each bargaining unit employee.

**ARTICLE VIII  
REPORT AND CALL-IN-PAY**

**Section 8.0**

Any employee who has left the Board's premises and who is called back to work after the termination of his/her regular shift or prior to his/her regular shift, shall receive either a minimum of two (2) hours work or two (2) hours pay at the overtime rate.

**ARTICLE IX  
HOLIDAYS**

**Section 9.0**

Twelve (12) month employees covered by this Agreement shall receive holiday pay with the day off, at their average hourly rate provided they fall within the normal work year:

New Year's Day	Martin Luther King Day
Presidents' Day	Good Friday
Memorial Day	Independence Day
Labor Day	Columbus Day
Veterans' Day	Thanksgiving Day
Day after Thanksgiving	Day before Christmas
Christmas	2 Floating Holidays*

- \* Floating holidays to be scheduled with the advance approval of the Superintendent or his/her designee. Twelve month employees hired after 7/1/99 do not receive the two (2) floating holidays.

- a) Employees who work a one hundred ninety-five (195) day work year or more but are not twelve (12) month employees shall receive ten (10) paid holidays as follows:

Martin Luther King Day	Veterans' Day
President's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Day
Labor Day	Floating Holiday**

- \*\* To be scheduled with the advance approval of the Superintendent or his/her designee.

- b) One hundred ninety (190) day employees shall receive nine (9) paid holidays as follows:

Martin Luther King Day	Veterans' Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Labor Day	Christmas Day
	Floating Holiday**

- \*\* To be scheduled with the advance approval of the Superintendent or his/her designee.

**Clerical/Paraprofessional Agreement  
Region 12 Board of Education  
July 1, 2018 to June 30, 2021**

- c) Any paraprofessional or educational assistant employee with earned holidays under article 9.0 c, as of June 30, 2005, will retain such holidays. In addition any paraprofessional hired during 2001 and would have attained holidays as outlined in the previous contract will be entitled to the holiday benefit.

The holidays are as follows:

Martin Luther King Day	Thanksgiving Day
President's Day	Day after Thanksgiving
Memorial Day	Christmas Day
Veterans' Day	Floating Holiday**

\*\* To be scheduled with the advance approval of the Superintendent or his/her designee.

- d) Employees scheduled to work less than one hundred ninety (190) days shall receive paid holidays as follows:

Thanksgiving Day  
Christmas Day  
Martin Luther King Day  
Day after Thanksgiving  
Presidents' Day

**Section 9.1**

Double time shall be paid for all hours worked on any of the holidays above.

**Section 9.2**

Should any of the above dates listed fall on a Sunday, the holiday is to be observed on the following Monday, provided school is not in session. If a holiday falls on a Saturday, employees are to be granted equivalent time off on the Friday immediately preceding such Saturday, provided school is not in session. If school is in session on the above holidays, the employee will receive an alternate holiday to be chosen by the Board of Education.

**Section 9.3**

If a holiday falls within an employee's vacation period, such holiday shall not be considered as part of the vacation period and shall not be deducted from an employee's vacation time.

**Section 9.4**

Any employee called in and reporting for work on any of the holidays above, or the days on which they are observed, shall be guaranteed his/her normally scheduled work day hours or pay in lieu thereof.

**ARTICLE X  
WAGES**

**Section 10.0**

The wage rates, which shall be effective during the term of this Agreement, are set forth in Appendix A, B, and C annexed hereto and made a part hereof.

**Section 10.1**

When an employee is required to work away from the Board's premises, he/she shall be paid his/her average hourly earning for all time spent traveling in addition to the current I.R.S. mileage rate per mile traveled in the employee's own car.

**Section 10.2**

All employees covered under this agreement are expected to receive their pay through direct deposit. Once enrolled in direct deposit it is the responsibility of the employee to immediately notify payroll department of any changes in their election. Employees covered under this agreement shall cooperate in filling out the required direct deposit information forms.

**Section 10.3**

- a) Longevity payments shall be made to employees annually in the payroll period following his/her respective anniversary date.
- b) Payment shall be made in a separate check calculated as follows:  
  
15 years of service - Two hundred dollars (\$200.00) and fifty dollars (\$50.00) accumulative for each year of completed service thereafter to twenty (20) years of service.

Paraprofessionals are not included in Section 10.3 benefit.

**ARTICLE XI  
SICK LEAVE**

**Section 11.0**

Twelve (12) month employees who are on the payroll as of July 1 shall be granted fifteen (15) paid sick leave days each July 1st of this Agreement. These days shall be added to any sick leave an employee accumulated as of June 30, subject to the maximum stated in Section 11.5.

**Section 11.1**

Two hundred twenty (220), two hundred fifteen (215), two hundred ten (210), two hundred five (205), two hundred day, (200) and one hundred ninety-five (195) day employees who are on the payroll as of July 1 shall be granted twelve (12) paid sick leave days each July 1st of this Agreement. These days shall be added to any sick leave an employee accumulated as of June 30, subject to the maximum stated in Section 11.5.

**Section 11.2**

One hundred ninety (190) day employees who are on the payroll as of July 1 shall be granted ten (10) paid sick leave days each July 1st of this Agreement. These days shall be added to any sick leave an employee accumulated as of June 30, subject to the maximum stated in Section 11.5.

**Section 11.3**

For all employees hired prior to July 1, 2003 there will be no change in benefits under this article (11.3) and will retain current paid leave balances.

For employees hired after July 1, 2003 the date for purposes of earning and accumulating sick time under this article (11.3) will be July 1, 2005, and will follow the language as follows:

Upon hire a paraprofessional will be credited with sick days as follows:

.5 sick days per month up to a maximum of 5 days within the 1st school year of employment.

Beginning in the 2<sup>nd</sup> year of employment credit will be given at the rate of .7 days per month up to a maximum of 7 days within any year up to the end of the 5th year.

After 5 years of employment, beginning in year 6, credit will be given at the rate of .8 days per month up to a maximum of 8 days.

All earned but unused days will be cumulative up to a maximum of 120 days.

In the event an employee has taken more days than allowed and resigns or is terminated any such excess days will be deducted from their final paycheck.

No payment will be made for unused sick time upon retirement, resignation or termination of the employee. Upon death of the employee if still employed by the Board, the employee's estate will be paid \$10.00 for each unused accumulated sick leave, to a maximum of one hundred twenty (120) days.

**Section 11.4**

Except as provided in Section 11.3, an employee hired after July 1 shall be granted paid sick leave prorated on the basis of one (1) day per month through the next June 30th of this Agreement and then be granted paid sick leave days each July 1st thereafter, under the applicable Section 11.0, 11.1, 11.2, or 11.3.

**Section 11.5**

Such paid sick leave shall be accumulated to a one hundred seventy-five (175) day maximum, under the applicable Section 11.0, 11.1, 11.2.

**Section 11.6**

If an employee is sick he/she will notify his/her principal as soon as possible before his/her shift starts.

**Section 11.7**

- a) If an employee's paid sick leave is exhausted during a sick leave absence, the Board shall notify the employee of same.
- b) Upon said notification, the employee shall notify the Board of his/her medical status and if known, his/her approximate return to work date.
- c) If any questions arise concerning an employee's extended sick leave absence (unpaid sick leave), the Board shall meet with the Union to discuss same.
- d) Except as provided in Section 14.7 for family illness, an employee will not be paid for any sick leave taken after his/her paid sick leave has been exhausted. An employee must request permission from the Superintendent's office to take any unpaid sick leave after his/her paid sick leave has been exhausted.

**Section 11.8**

Employees may use up to three (3) sick leave days per year for medical appointments that cannot be made outside of their working hours. Said time may be also taken in one-half (1/2) day increments.

**Section 11.9**

- a) Upon retirement of an employee under the Pension Plan, he/she shall be paid in monies for all unused accumulated sick leave, at a rate of ten (\$10.00) dollars per day under the applicable Section 11.0, 11.1, 11.2, or 11.3.
- b) Upon the death of an employee, the employee's estate shall be paid in monies for all unused accumulated sick leave, at a rate of ten (\$10.00) dollars per day.
- c) No payment shall otherwise be made for unused sick time upon retirement, resignation or termination of an employee, except as provided in 11.9 a) and 11.9 b) above.

**Section 11.10**

Each employee, on an individual voluntary basis, may make a 'Deposit' each year of not more than one (1) day per year to a Sick Leave Bank to be utilized whenever an employee (because of major illness, status change or other extreme extenuating circumstances) exhausts all other paid benefits in the contract. The Union Executive Board will then meet with the Superintendent to administer 'benefits' from such bank as may be present.

**ARTICLE XII  
VACATIONS**

**Section 12.0**

Each employee shall be entitled to a paid annual vacation as follows:

<b><u>Years of Service</u></b>	<b><u>12 Month</u></b>	<b><u>For employees over 190 days and less than 12 months</u></b>	<b><u>190 Day</u></b>
1 through 5 yrs. of service	10 days	6.5 days	6 days
6 through 11 yrs. of service	15 days	10 days	9.5 days
12 yrs. of service or more	20 days	13 days	13 days

- \* Employees hired after 6/30/99 that work less than 195 days receive no vacation.
- \* Employees hired prior to 6/30/99 working less than 190 days are grandfathered for vacation they currently have.

**Section 12.1**

The vacation period shall be from July 1st through June 30th, by permission of the Superintendent of Schools when schools are not in session. An employee may be granted a vacation when schools are in session at the discretion of the Superintendent. Denial of same will not be subject to the grievance procedure. Once vacation is pre-approved employees notifying Board of illness, will have such day counted as 'vacation' time.

**Section 12.2**

The Board will attempt to arrange the vacation of an employee at a time which suits the employee. Employees having the greatest seniority will be given first choice in selecting the time of their vacation, based on the needs of the school at which they are employed. No more than 5 days can be carried over to the next year and only with the permission of the Superintendent. Total carryover account cannot exceed 5 days.

**Section 12.3**

Pro-rata accumulated vacation pay shall be granted to the employee upon termination of his/her service with the Board.

**Section 12.4**

If an employee dies while an employee of the Shepaug Valley. Regional School District No. 12 Board of Education, payment will be made to the "Estate of" in an amount equal to the said employee's base pay for accumulated vacation days.

**ARTICLE XIII**  
**SENIORITY**

**Section 13.0**

All new employees shall serve a probationary period of sixty (60) workdays. "Workdays" shall be defined as days that the employee actually attended work. During the probationary period, an employee may be discharged or disciplined with or without cause at the sole discretion of the school administration. Employees shall have no access to the grievance procedure, nor will they receive insurance benefits during their probationary period. Upon completion of this probationary period, the seniority of each new employee shall date from the date of hiring.

**Section 13.1**

The length of continuous service of the employee with the Board shall determine seniority of the employee.

**Section 13.2**

In cases where an employee transfers or is transferred from one classification to another, his/her seniority in the new classification shall be based on his/her original employment date with the Board.

Employees in need of disability accommodations transfer under the Americans With Disabilities Act shall be given priority consideration for lateral or downgrade placements.

**Section 13.3**

Seniority shall be lost for the following reasons:

- a) Voluntary quitting
- b) Discharge for cause
- c) Failure to return to work from layoff after being recalled

**Section 13.4**

- a) Notice of any vacancy in any position shall be posted for a period of five (5) working days on designated employee bulletin boards in each school.
- b) Vacancies shall be filled with the best qualified individual applicant as determined by Board of Education and/or Superintendent whether inside or outside the system; due consideration will be given "inside" employees. Educational needs of students and school system, coupled with the qualifications of the applicants from within or outside the school system, as determined by the board of Education and/or superintendent shall be the guiding factors in filling any and all such vacancies.

**Section 13.5**

Any employee promoted who has been employed by the Board for three (3) years or more shall serve a probationary period of thirty (30) working days.

**Section 13.6**

Any employee promoted who has been employed by the Board for less than three (3) years shall serve a probationary period of fifty (50) working days.

**Section 13.7**

If the Board is not satisfied with the employee's performance, during the probationary period after the employee has been promoted, the employee shall have the option to return to his/her position at a salary not less than the employee was receiving prior to the promotion, if the previous position remains unfilled.

**Section 13.8**

The Board shall prepare and maintain, subject to examination by the Union, a seniority list to record the status of each employee in the unit. The Union shall be provided with a copy of the seniority list annually.

**Section 13.9**

Layoffs shall be within classification by seniority as defined by Section 13.1, with the least senior employee first. The local union president shall be given as much advance notice as possible.

**Section 13.10**

Any employee about to be laid off shall receive two (2) weeks' notice or the equivalent in wages.

**Section 13.11**

Laid off employees with the most seniority in the classification of the vacant position shall be offered to be rehired first. For the purposes of Section 13.11, paraprofessionals and educational assistants shall be considered as one classification.

**Section 13.12**

The right of seniority in re-employment shall be accorded to a laid off employee within the same classification as the vacancy prior to new employees being hired, provided such laid off employee responded to a call to report for work not more than seven (7) working days after such notice is mailed to him/her by registered mail, to his/her last known address and emailed at the same time to the email address, if any, that the employee provides at the time of layoff. If such laid off employee fails to report for work within fifteen (15) days, he/she shall be removed from the recall list, unless he/she is temporarily disabled such that he/she is unable to report. For the purposes of Section 13.12, paraprofessionals and educational assistants shall be considered as one classification.

**Section 13.13**

Recall rights for laid off employees shall be for one (1) year from the date of layoff. Employees shall not accumulate seniority while on layoff, for up to one (1) year, but upon recall be credited for the total amount of earned continuous seniority they had prior to layoff. The recall rights of a laid off employee expire after one year from the date of layoff.

**ARTICLE XIV  
LEAVE PROVISIONS**

**Section 14.0**

Personal leaves of absence without pay may be granted at the discretion of the Superintendent for thirty (30) working days renewable up to ninety (90) working days. Denial of same shall not be subject to the grievance procedure.

**Section 14.1**

An employee on a personal leave for any period exceeding thirty (30) days shall reimburse the Board monthly for the cost of group insurance if the employee elects to maintain coverage during his/her leave of absence.

**Section 14.2**

Absence for jury duty shall be granted when an employee is required to serve. Such employee will be paid his/her full weekly salary.

Upon receipt of his/her jury duty stipend, the employee shall submit same to the Office of the Superintendent.

**Section 14.3**

- a) Employees may be absent for a total of three (3) paid days per year for personal business. These days shall be granted with reason and approval by the Superintendent of Schools.
- b) Request forms for leave days shall be made five (5) days in advance, unless said day was of an emergency type nature, then forms shall be submitted on the employee's next work day following the personal leave day.
- c) Personal leave days are not cumulative.

**Section 14.4**

Personal Business Days are not designed for the extension of vacation periods or holidays but are designed to conduct personal business that must be conducted during the working day. Personal Business Days immediately before or after holidays or vacations must be requested with reasons in writing ten (10) days in advance. These days may be approved at the discretion of the Superintendent.

**Section 14.5**

In the event of a death in the immediate family of an employee, such employee shall receive three (3) days paid leave per instance.

**Section 14.6**

Immediate family means husband, wife, children and any other members of the same household, father, mother, brothers and sisters, grandfather, grandmother, father-in-law, mother-in-law, sister-in-law, brother-in-law, and grandchildren. In exceptional cases, additional time with pay may be granted by the Superintendent of Schools.

**Section 14.7**

In the event of illness of a member of the immediate family living in the same household as the employee, the employee may use up to five (5) paid days per year as follows: the first three (3) days will come from the employee's sick day accumulation. The last two (2) days will not be charged to sick, vacation or personal days

**Section 14.8**

Disabilities caused or contributed by pregnancy, miscarriage, abortion, childbirth and recovery there from, shall be treated as temporary disabilities for all job related purposes. Seniority shall remain unbroken from the commencement through the termination of maternity leave.

**Section 14.9**

Accumulated sick leave shall be available for use during the period of such disability provided, any employee who remains physically unable to work shall be required to prove the disability through a doctor's certification of inability to return to work due to physical illness or disability.

**Section 14.10**

If upon submission of satisfactory medical evidence concerning the employee's condition, and upon the further submission of evidence satisfactory to the Board that the employee is able to resume her normal duties, the employee shall be reinstated to a position of the same or comparable to the position she held prior to the commencement of the maternity leave, provided, taking into consideration the needs of the Board, that such a position is available.

**ARTICLE XV  
UNION REPRESENTATION**

**Section 15.0**

The Board recognizes and will address issues directly with the Union representatives with respect to all matters relating to grievances, interpretations of the Agreement, or in any other matters which affect, or may affect, the relationship between the Board and the Union.

**Section 15.1**

Release time may be provided the Union Steward and to the Union President to administer the contract, provided, however, such release time is approved by the Superintendent of Schools. It is expected that in order to approve time for affairs of the Union, specific reason therefore is provided.

**ARTICLE XVI  
GRIEVANCE PROCEDURE**

**Section 16.0**

A grievance shall mean a complaint filed by a bargaining unit member that there has been a violation, misinterpretation or misapplication of a specific provision of this agreement affecting the employee.

**Section 16.1 - Procedure**

**Level I - Appropriate Administration**

An employee with a grievance shall reduce it to writing and discuss it with his/her Principal with the objective of resolving the grievance informally. Any grievance not filed in writing within ten working days of the occurrence giving rise thereto shall not thereafter be considered a grievance under this agreement.

**Level II - Superintendent**

In the event the aggrieved party or Union is not satisfied with the disposition of the grievance at Level I, or if no decision has been rendered within five (5) working days after presentation of the grievance, he/she shall file the grievance with the Superintendent of Schools within five (5) working days after their joint meeting with the Pupil Services Director or the Principal. The Superintendent shall render a written decision within ten (10) working days of receipt of the written grievance, following a meeting with the grievant and the Steward.

**Level III - Board of Education**

Should the grievance not be resolved to the satisfaction of the Union at Level II, it may be referred in writing to the Board. Within twenty (20) working days, a sub-committee of the Board shall meet with the Union for the purpose of resolving the grievance. A record of this hearing shall be kept by the Superintendent and shall be made available to the participants upon request. The Board shall, at their next meeting, render its decision and the reasons therefore in writing to the aggrieved party and Union.

**Section 16.2**

If a grievance answer is not satisfactory to the Union, it shall be submitted to arbitration before the Connecticut State Board of Mediation and Arbitration. The request for arbitration shall be in writing and must be filed with the Board of Arbitration no later than fifteen (15) days after receipt of the written answer.

The Arbitration Panel designate shall hear and decide only one (1) grievance at a time. Its award shall be final and binding as provided by law. It shall be bound by and must comply with all the terms of this Agreement and shall have no power to add to, subtract from, or in any way modify the provisions of this Agreement. The cost of arbitration shall be borne equally by both parties.

**Section 16.3**

Any time limits specified within this Article may be extended by mutual written agreement of the Union and the Board. Failure by either the grievant or Union to appeal the grievance to the

next level within the specified time period shall be deemed an acceptance of the answer at that level. Failure by either the Board or administration to answer within the time limits specified above shall allow the grievant or the Union to proceed to the next level.

## **ARTICLE XVII INSURANCE**

### **Section 17.0**

The Board shall provide the High Deductible Health Plan (HDHP) as set forth below for each unit member eligible to receive such coverage under the terms of each insurance contract, with the following general description:

#### **I. HDHP/HSA (High Deductible Health Plan / Health Savings Account)**

a) High Deductible Health Plan with a Health Savings Account

* In-network Deductible	\$1,500/\$3,000 (\$2,000/\$4,000 eff. 2019-21)
* In-Network Coinsurance	100%
* Out-of-network Coinsurance	80%/20%
* Out-of-network Maximum	\$4,000/\$8,000
* Preventive/Wellness	100%

The employer is to contribute 50% of the deductible; according to the following schedule:

50% - First Payroll after July 1st  
50% - First payroll after January 1st

- b) Upon satisfaction of the deductible, prescriptions subject to \$5 co-pay for generic drugs, \$25 co-pay for formulary (listed) drugs and \$40 co-pay for non-formulary (non-listed) drugs. Mail order prescriptions' co-pay is twice the applicable co-pay.
- c) Health insurance, including dental insurance, provided by the Board shall be subject to an employee contribution of nine percent (9%) of the total cost of the employee's insurance coverage, including any dependent coverage.

#### **II.**

- a) Full Service Dental Plan with riders A and C.
- b) Group Life Insurance Coverage equal to annual base salary rounded up to the next \$1,000.
- c) Employees may elect to have such contributions made on a pre-tax basis in accordance with the Board's Section 125 I.R.S. Plan.
- d) The Board may change insurance carriers or self-insure for all of or for some of the aforementioned insurance, provided substitute insurance coverage is substantially equivalent to those listed above.
- e) The Board shall offer each eligible person an opportunity to enroll members of his or her family under the coverage described in Section 17.0 with deductible, co-pay and premium cost sharing provisions as noted. To be eligible for insurance benefits a member

must be employed at least thirty-five (35) hours a week, in at least a one hundred eighty (180) day position. Current employees (hired prior to 6/30/99) who do not meet these criteria will be 'grandfathered'.

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

**Section 17.1**

- a) Whenever an employee included in this Agreement has lost time and is entitled to Workers' Compensation temporary total disability benefits, the employee will be paid his/her full weekly salary, less applicable taxes. Whenever an employee included in this Agreement has lost time and is entitled to Workers' Compensation temporary partial disability benefits, if the Board has no light duty work available for the employee to perform, the employee will be paid his/her regular hourly rate for the regular work week, less applicable taxes.
- b) Upon receipt of his/her Workers' Compensation benefit check(s), the employee shall submit same to the Office of the Superintendent.

**Section 17.2**

Employees working twenty (20) hours or more per week or five (5) months per year, presently enrolled in the Pension Plan, will remain covered under the Plan at no cost to them. New employees will be enrolled in the Plan, in accordance with the Plan's provisions for enrollment, at no cost to them. Employees who retire after the effective date of this agreement may enroll in Board group health insurance plans at their own cost up to age 65.

**Section 17.3**

Employees on paid sick leave shall receive all benefits stated in this Article, except as otherwise provided in this Agreement.

**Section 17.4**

The Board may change or substitute insurance carriers for the above-referenced health benefit program as long as the level of benefits are substantially equivalent to or better than the existing program. The "substantially equivalent to or better than" standard shall be applied on a program-wide analysis, including the network, and shall not be benefit specific.

The Board shall notify AFSCME of its intention to change prior to changing. In the event the Union rejects the proposed change in insurance carriers, the issue will be submitted to the Connecticut State Board of Mediation and Arbitration, as per Article 16, Section 16.2. The Board will not change to the new insurance carrier until the Arbitrator's decision has been issued in writing.

**ARTICLE XVIII  
DISCIPLINE AND DISCHARGE**

**Section 18.0**

No non-probationary bargaining unit employee shall be discharged, suspended without pay, demoted, or otherwise disciplined without just cause. In all cases where a written disciplinary document is prepared, the employee and the union steward shall receive a copy of the action taken promptly.

**ARTICLE XIX  
SAFETY AND HEALTH**

**Section 19.0**

Both parties to the Agreement hold themselves responsible for mutual, cooperative enforcement of safety regulations.

Should an employee complain that his work required him to be in situations unsafe or unhealthy in violation of acceptable safety regulations, the matter shall be considered immediately.

**ARTICLE XX  
MISCELLANEOUS**

**Section 20.0**

If any provisions of this Agreement shall be held or declared to be illegal by an authority of established and competent legal jurisdiction, said provision shall be deemed null and void without affecting the obligations of the balance of this Agreement.

**Section 20.1**

It is understood that the Board may subcontract out bargaining unit work provided that such subcontracting does not result in a layoff of the employees in the bargaining unit.

Concerning Paraprofessionals, it is understood that the Board may subcontract out bargaining unit work provided that, in the Board's judgment, bargaining unit members do not possess the skills, qualifications, expertise and/or experience to perform such work.

**Section 20.2**

If an employee is unable to report to work because of an act of nature (i.e., snowstorms, hurricanes, etc.) and is restricted to report by a travel ban imposed by the Governor, he/she shall not suffer loss of pay. If school is in session and is closed early due to storms or other emergencies, all employees covered by this Agreement may leave without pay when the faculty leaves. The administration, at its discretion, may dismiss individuals or collectively the whole work force, with pay.

**Section 20.3**

The Board shall allow bulletin board space at each worksite for the Union to use. These are to be

designated as employee's bulletin boards.

**Section 20.4**

Upon Ratification of this agreement the board will produce sufficient copies of the agreement and the local union president will be responsible for distribution to each employee covered by this agreement.

**Section 20.5**

Where reference is made to the female gender throughout this Agreement, it shall also apply to the male gender.

**Section 20.6**

The Board shall provide the Council 4 Representative with a copy of the Agreement at the time of signing, and new employees will be provided with access to an electronic copy at the time they are hired.

**Section 20.7**

- a) Professional days, with the Superintendent's approval, may be granted to employees whose job classifications are related to the topic of the conference. Same may be suggested by the employee(s) or the Board.
- b) The Board shall be responsible for all costs (i.e., registration fees, mileage and meals if not included in the cost of the registration fee).
- c) If a conference falls on a work day the employee(s) shall receive his/her full pay. If the conference falls on a non-work day (i.e., during the summer months) the employee(s) shall also receive a full day's pay. If a conference falls on a Saturday or Sunday during the employee's work year, overtime rates, per Article VII, shall only be applicable if the employee worked over forty (40) hours in that week.
- d) The Board agrees to protect and hold harmless bargaining unit members pursuant to the provisions of Conn. Gen. Stat. § 10-235.

**Section 20.8**

Contract negotiations shall commence not later than one hundred fifty (150) days prior to the expiration of this Agreement.

**ARTICLE XXI  
DURATION**

**Section 21.0**

This Agreement shall take effect on July 1, 2018 and shall remain in full force and effect until June 30, 2021.

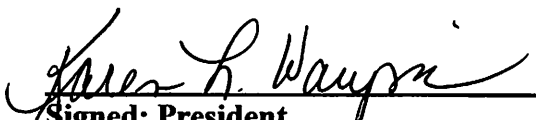
**IN WITNESS WHEREOF**, the parties have hereto caused this instrument to be signed and executed by its mutually authorized officers and representatives as of the 22<sup>nd</sup> day of May, 2019.

**SHEPAUG VALLEY REGIONAL SCHOOL  
DISTRICT #12 BOARD OF EDUCATION**

  
Signed: \_\_\_\_\_

\_\_\_\_\_  
Signed:

**LOCAL 1303 OF COUNCIL #4  
AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL  
EMPLOYEES AFL-CIO**

  
Signed: President

  
Signed: Staff Representative  
Council #4, AFSCME,  
AFL-CIO

**Clerical/Paraprofessional Agreement  
Region 12 Board of Education  
July 1, 2018 to June 30, 2021**

**APPENDIX A**

**July 1, 2018**

<b>CLASSIFICATION</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b>Administrative Assistant</b>	\$22.27	\$22.88	\$23.49	\$24.37	\$25.26
<b>Secretary to Principal</b>	\$21.07	\$21.68	\$22.29	\$23.15	\$24.03
<b>Secretary</b>	\$19.49	\$20.20	\$20.89	\$21.74	\$22.57
<b>Educational Assistants</b>	\$17.69	\$18.24	\$18.79	\$19.60	\$20.41
<b>Paraprofessionals</b>	\$17.69	\$18.24	\$18.79	\$19.60	\$20.41
<b>Library Clerk</b>	\$18.34	\$18.86	\$19.38	\$20.21	\$21.03
<b>Laboratory Technical</b>	\$23.83	\$24.56	\$25.28	\$26.36	\$27.45
<b>Educational Tech Specialist</b>	\$25.53	\$26.31	\$27.07	\$28.02	\$28.97

\* Employees not at the top step will advance one step on the wage schedule.

**APPENDIX B**

**July 1, 2019**

<b>CLASSIFICATION</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b>Administrative Assistant</b>	\$22.72	\$23.34	\$23.96	\$24.86	\$25.77
<b>Secretary to Principal</b>	\$21.49	\$22.11	\$22.74	\$23.61	\$24.51
<b>Secretary</b>	\$19.88	\$20.60	\$21.31	\$22.17	\$23.02
<b>Educational Assistants</b>	\$18.04	\$18.60	\$19.17	\$19.99	\$20.82
<b>Paraprofessionals</b>	\$18.04	\$18.60	\$19.17	\$19.99	\$20.82
<b>Library Clerk</b>	\$18.71	\$19.24	\$19.77	\$20.61	\$21.45
<b>Laboratory Technical</b>	\$24.31	\$25.05	\$25.79	\$26.89	\$28.00
<b>Educational Tech Specialist</b>	\$26.04	\$26.84	\$27.61	\$28.58	\$29.55

\* Employees not at the top step will advance one step on the wage schedule.

**APPENDIX C**

**July 1, 2020**

<b>CLASSIFICATION</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b>Administrative Assistant</b>	\$23.29	\$23.92	\$24.56	\$25.48	\$26.41
<b>Secretary to Principal</b>	\$22.03	\$22.66	\$23.31	\$24.20	\$25.12
<b>Secretary</b>	\$20.38	\$21.12	\$21.84	\$22.72	\$23.60
<b>Educational Assistants</b>	\$18.49	\$19.07	\$19.65	\$20.49	\$21.34
<b>Paraprofessionals</b>	\$18.49	\$19.07	\$19.65	\$20.49	\$21.34
<b>Library Clerk</b>	\$19.18	\$19.72	\$20.26	\$21.13	\$21.99
<b>Laboratory Technical</b>	\$24.92	\$25.68	\$26.43	\$27.56	\$28.70
<b>Educational Tech Specialist</b>	\$26.69	\$27.51	\$28.30	\$29.29	\$30.29

\* Employees not at the top step will advance one step on the wage schedule.