

AGREEMENT
BETWEEN
EAST HADDAM BOARD OF EDUCATION
AND
UNITED PUBLIC SERVICE EMPLOYEES UNION
UNION LOCAL 424-UNIT 9

July 1, 2017 to June 30, 2020

TABLE OF CONTENTS

Page

INTRODUCTION	1
ARTICLE I, Recognition.....	1
ARTICLE II, Duration.....	2
ARTICLE III, Grievance Procedure.....	3
ARTICLE IV, Union Rights.....	5
ARTICLE V, Notice of Vacancies and Voluntary Transfers	6
ARTICLE VI, Seniority.....	7
ARTICLE VII, Layoff and Seniority.....	7
ARTICLE VIII, Involuntary Transfer	8
ARTICLE IX, Leaves without Pay.....	8
ARTICLE X, Resignations	8
ARTICLE XI, Personal Days	9
ARTICLE XII, Sick Leave	9
ARTICLE XIII, Holidays	11
ARTICLE XIV, Vacations	12
ARTICLE XV, Insurance	13
ARTICLE XVI, Salary Schedule	15
ARTICLE XVII, Regular Working Hours and Overtime	16
ARTICLE XVIII, Union Meetings on School Property.....	19
ARTICLE XIX, In-Service Benefits	19
ARTICLE XX, Mileage.....	19
ARTICLE XXI, Longevity.....	20
ARTICLE XXII, Weather Conditions.....	20
ARTICLE XXIII, Reopener Clause	20
ARTICLE XXIV, Savings Clause	20
ARTICLE XXV, Discipline and Dismissal.....	20
ARTICLE XXVI, Health and Safety.....	21
ARTICLE XXVII, Leaves of Absence.....	21
ARTICLE XXVIII, Signature Block	22
APPENDIX A.....	23
APPENDIX B – Side Agreements	25

THE EAST HADDAM BOARD OF EDUCATION, hereinafter called "The Board" or "The Employer" and the United Public Service Employees Union, Local 424–Unit 9, hereinafter called "The Union" or "The Employee."

WHEREAS, the parties of this Agreement desire to establish a state of amicable understanding, cooperation and harmony; and

WHEREAS, the parties of this Agreement consider themselves mutually responsible to improve public education in the Town of East Haddam through increased efficiency, and productivity,

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

ARTICLE I **RECOGNITION**

- A. The Board herein recognizes the United Public Service Employees Union (UPSEU) Local 424, as the exclusive representative of the Support Staff as certified in Connecticut State Board of Labor Relations Case Decision No. ME3830 L Decision #1519-A and Decision No. 4030, including LPN and RN nurses.
- B. This Agreement shall pertain only to those employees whose job titles fall within those certifications above cited and shall not apply to non-permanent employees who are appointed on a temporary basis. Regarding less than twenty hours per week employees, not including employees working in two separate positions and whose working hours combined total twenty hours or more, unless expressly stated that such employees are entitled to specific contract benefits, they are not entitled to such benefits as insurance, the minimum work year, leaves, etc. Such employees are, however, entitled, by virtue of becoming part of the bargaining unit in 1994-95, to utilize the grievance procedure and to be eligible for salary increases, as negotiated for the rest of the unit.
- C. Except as otherwise limited by an express provision of this Agreement, the Board reserves and retains, whether exercised or not, all the lawful and customary rights, powers and prerogatives of public school management. Such rights include but are not limited to establishing standards of productivity and performance of its employees determining the mission of the Board and the methods and means necessary to fulfill that mission, including the contracting out of or the discontinuation of services, positions, or programs in whole or in part; the determination of the content of job classification; the appointment, promotion, assignment, direction and transfer of personnel; the suspension, demotion, discharge or any other appropriate action against its employees; the relief from duty of its employees because of lack of work or for other legitimate reasons; the establishment of reasonable work rules; and the taking of all necessary actions to carry out its mission in emergencies.

Those inherent management rights not restricted by a specific provision of this agreement are not in any way directly or indirectly, subject to any grievance procedure.

ARTICLE II

DURATION

- A. This Agreement shall be effective on July 1, 2017 and shall expire June 30, 2020.
- B. The Board shall make available on the District's website a copy of this Agreement within thirty (30) days after the signing of this Agreement. New employees will be provided with a copy of this Agreement at the time of hire. A written notification will be sent to the Union President(s) within ten (10) school days of any new employee's hiring, which shall include an email address and work location for the new hire.
- C. This Agreement, upon ratification, supersedes and cancels all prior practices and agreement, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties and concluded collective bargaining for its term.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

- D. Reopener effective June 30, 2019: There shall be at the option of either party a re-opener of this Agreement for the sole purpose of collective bargaining with regard to wages and health insurance for year 3 of this contract (2019-2020). Such collective bargaining shall be carried out pursuant to the Municipal Employee Relations Act (MERA). Either party may exercise this right to re-open for this limited purpose by notifying the other party in writing on or before March 1, 2019. In the event that neither party exercises their right to re-open, the negotiated language in the collective bargaining agreement for year 3 (2019-2020) will remain in effect. Upon expiration of this collective bargaining agreement (2017-2020) this provision will automatically terminate. It is understood that if a reopener occurs and those negotiations/interest arbitration are not concluded by December 31, 2019, the negotiated changes that are scheduled to occur on January 1, 2020 shall occur as stated in this agreement.

ARTICLE III

GRIEVANCE PROCEDURE

A. **Definition**

A "grievance" shall be defined as a complaint by an employee, a group of employees, or the Union, that there has been a violation, misinterpretation or misapplication of a specific provision or provisions of this Agreement.

B. **Time Limits**

The parties agree that it is in their mutual agreement to resolve all grievances as quickly as possible. In this regard, the following time limits apply:

1. A grievance must be brought within ten (10) calendar days after the employee knew or should have known of the nature of his/her complaint. Failure to bring a grievance within this time period shall constitute a waiver of the grievance.
2. Any modification of any time limits must be done in writing and signed by both parties.

C. **Scope of Review**

In the event an arbitrator is called upon to decide a grievance, the arbitrator must base his/her decision upon the express language of this contract and is not permitted to delete from, add to, or modify such language.

D. **Informal Procedure**

If an employee feels that he/she may have a grievance, he/she shall first discuss the matter with his/her immediate supervisor in an effort to resolve the problem informally.

E. **Formal Procedure**

1. **LEVEL ONE - Immediate Supervisor**

- (a) If an aggrieved person is not satisfied with the disposition of his/her problem through informal procedures, he/she may submit his/her claim as a formal grievance in writing to his/her principal or immediate supervisor.
- (b) The supervisor shall within ten (10) days render his/her decision and the reasons therefore in writing to the aggrieved person.

2. LEVEL TWO - Superintendent of Schools

- (a) In the event that such aggrieved member of the unit is not satisfied with the disposition of his/her grievance at Level One, or in the event that no decision has been rendered within ten (10) days after presentation of the grievance, he/she may file a written grievance with the President of the Union within five (5) days after the decision of Level One or fifteen (15) days after the grievance was presented, whichever is sooner. Within five (5) days after receiving the written grievance, the President of the Union shall refer it to the Superintendent.
- (b) The Superintendent of Schools shall represent the administrative management at this level of the grievance procedure. Within fifteen (15) days after receipt of the written grievance by the Superintendent, the Superintendent shall meet with the aggrieved person in an effort to resolve it. The aggrieved person may be accompanied by a representative of the Union.
- (c) The Superintendent shall render his/her decision within ten (10) days after the meeting with the aggrieved person.

3. LEVEL THREE - Board of Education

- (a) If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within ten (10) days after he/she has first met with the Superintendent he/she may file the grievance again with the Chairman of the Union Grievance Committee within five (5) days after a decision by the Superintendent or fifteen (15) days after he/she has first met with the Superintendent, whichever is sooner.
- (b) The Grievance Committee through its Chairman, shall refer the grievance to the Board of Education at its next regularly scheduled meeting.
- (c) Within fifteen (15) days, or the next regularly scheduled Board meeting, whichever is sooner after receiving the written grievance the Board shall meet in executive session with the aggrieved person and with representatives of the Grievance Committee for the purpose of resolving the grievance. The decision of the Board shall be rendered in writing within five (5) days.

4. LEVEL FOUR - Impartial Mediation and Arbitration

In the event that an aggrieved member of the unit is not satisfied with the disposition of his/her grievance at Level Three, or in the event no decision has been rendered within twenty (20) days after he/she has first met with the Board Committee or the Board as a whole, he/she may, within five (5) days after a

decision by the Board of twenty (20) days after he/she has first met with the Board Committee, or the Board as a whole, whichever is sooner, present a request in writing to the President of the Union to submit the grievance to arbitration under the Voluntary Rules of the American Arbitration Association (AAA) within fifteen (15) days after receipt of a request by the aggrieved person. The decision of the arbitrator shall be final and binding. The cost of arbitration shall be borne equally by the Board and the Union.

ARTICLE IV **UNION RIGHTS**

- A.
 - 1. During the life of this agreement, an employee retains the freedom of choice whether or not to become or remain a member of the Union.
 - 2. Union dues shall be deducted by the Board of Education, from the paycheck of each employee who signs and remits to the Board an authorization form. Such deduction shall be discontinued upon written request of an employee thirty (30) days in advance.
 - 3. Any employee who within thirty (30) days after the end of her/his probationary period covered by this Agreement fails to become a member of the Union or any employee whose Union membership is terminated for any reason or any employee who resigns from Union membership shall be required to pay an agency service fee under Section 4.
 - 4. The Board shall deduct the agency service fee from the paycheck of each employee who is required to pay such fee as a condition of employment.
 - 5. The amount of dues or agency fee deducted under this Article, together with a list of employees shall be remitted to United Public Service Employees Union, 3555 Veterans Highway, Suite H, Ronkonkoma, NY 11779, within a week after the payroll period in which such deduction is made together with a list of employees and their addresses for whom any such deduction is made. The Union agrees to indemnify and to hold the Board harmless against any and all claims, demands, suits or other forms of liability including reasonable attorneys fees that shall, or may arise out of, or by reason of, action taken by the Board for the purpose of complying with the provisions of this Article regarding agency fee and wage deduction.
- B. Union staff representatives shall be permitted to enter the facilities at any reasonable time for the purpose of discussing, processing or investigating filed grievances or fulfilling its role as collective bargaining agent, provided that they give notice prior to arrival, or if that is not possible, provided that they give notice of their presence, immediately to the supervisor in charge and do not interfere with the performance of duties.

- C. The Board will furnish bulletin board space in each building which the union may provide for its announcements. Bulletin board space shall not be used to display material that is of a partisan political nature or is inflammatory or derogatory to the employer or any of its administrators or employees. The union shall limit the posting of its notices and bulletins to such bulletin board space.
- D. The Board agrees to provide the union, upon request and adequate notice, access to materials and information necessary for the union to fulfill its statutory responsibility to administer this Agreement. The union shall reimburse the Board for the expense and time spent for photocopying extensive information and otherwise as permitted under the State Freedom of Information Law. The union shall not have access to privileged or confidential information.
- E. Union Leave
A bargaining unit total of four (4) days per year shall be available with pay to attend union trainings and/or seminars. Requests must be made at least one (1) week in advance.

ARTICLE V
NOTICE OF VACANCIES AND VOLUNTARY TRANSFERS

- A. President of the Union shall be notified of any vacancies and/or new position, stating the job classification, rate of pay, and nature of job requirements, prior to the posting.
- B. Notice of vacancies and/or new positions shall be posted on all Union bulletin boards for five (5) working days. Any person interested in the position must apply, in writing, to the Superintendent of Schools, by the date specified on the posting.
- C. If any employee wishes to apply for the transfer, or the new position he/she may do so by notifying the Superintendent of Schools, in writing by the date specified on the posting. All current employees who apply for the position who meet the minimum qualifications of the position or have qualifying experience shall be given an interview. Seniority is a factor. If an employee is hired from outside of the bargaining unit the Board will notify the Union at the time of the appointment of the new employee.
- D. Public announcements of the vacancy and/or new position may be made three days after the in-house posting.
- E. At the time of appointment, a newly hired employee shall be paid at the starting rate. A temporarily transferred employee shall be paid at the lowest rate in the higher classification which also produces an increase in pay if the transfer is to a higher class.

ARTICLE VI

SENIORITY

- A. (1) The employer shall prepare a list of all employees covered under this Agreement showing their seniority in length of service with the employer and deliver the same to the Union on September 20th of each year.
- (2) The seniority list shall be posted. The Union shall review the seniority list and provide the employer with any correction(s) by October 20th of each year.
- B. New employees shall have no seniority rights for ninety (90) calendar days from their date of hire, but shall be otherwise protected by this Agreement except that they may be disciplined or dismissed at the discretion of the Board. Employees who complete this ninety (90) day period shall have seniority rights retroactive to their date of hire.
- C. The seniority shall be reviewed annually.
- D. Seniority shall continue for any employee upon promotion or transfer to a new position.
- E. An employee covered under this Agreement who leaves the employ of the employer and who left in good standing, shall upon return to the service to the employer, be credited with all past seniority time accumulated prior to the separation date.
- F. Employees also are to receive a list of sick days and vacation days due by September 20th.

ARTICLE VII

LAYOFF AND SENIORITY

- A. In the event that layoffs become necessary, the employee with the least seniority in the classification where work must be curtailed shall be laid off first. When employees are to be recalled, the first to be recalled shall be those last laid off. If the Board intends to lay off an employee, a one (1) week notice of termination shall be given to said employee. Classification is defined as the positions listed on the wage schedule in Appendix A regardless of whether an employee is on or off the grid. Part-time employees shall be laid off before full-time in each job classification. An employee may bump someone with less seniority in a lower classification as long as the employee is qualified to perform the duties in the lower classification.
- B. Laid off employees shall have recall rights within their professional capabilities for a period of twenty-four (24) months from the date of layoff. An employee who refuses recall shall lose all further recall rights.

ARTICLE VIII
INVOLUNTARY TRANSFER

- A. Any member of the unit who is transferred involuntarily will be transferred to a position compatible to his/her skills. In the event that several employees are transferred involuntarily due to layoffs, the most senior of the employees being transferred shall have first choice of the available positions for which he/she is qualified.
- B. Whenever a member of the unit is transferred to a State or Federally funded position, her/his status as a regular Board employee shall not be jeopardized.
- C. No involuntary transfer is to be made without prior written notice and discussion with the member affected.

ARTICLE IX
LEAVES WITHOUT PAY

- A. Leaves of absence without pay may be granted by the Board for a limited, definite period not to exceed one year, for the following reasons:
 - 1. For health reasons, upon advice of a physician
 - 2. For other personal reasons subject to the review and recommendation of the Superintendent and approval of the Board of Education.
- B. Application for such leave of absence must be made in writing, stating the reason for the request and the length of time desired. A leave of absence expires automatically at the date of expiration approved for the leave. If an extension is requested, it must be approved by the Board.
- C. It is expected that as far as possible, leave will be so arranged as to begin or end at the close of a school year.

ARTICLE X
RESIGNATIONS

- A. Written notice of resignation should be filed with the Central Office two (2) weeks in advance of separation.
- B. An employee who resigns in good standing shall be entitled to pay up to and including the last day of work.
- C. In addition, the employee shall be paid for unused vacation time which is due, but has not been taken.

ARTICLE XI
PERSONAL DAYS

- A. Up to five (5) days absence with pay may be allowed to full time, full year secretarial, custodial and bookkeeper employees. Up to three (3) days absence with pay may be allowed to Nurses, Paraeducators, Hall Monitors and less than full year secretaries or bookkeepers under the following categories:
1. Legal reason;
 2. Marriage (self, children, parents, siblings, and siblings of spouse);
 3. Illness in the immediate family;
 4. Deaths in family and attendance at funerals;
 5. Religious holidays;
 6. Attendance at graduation exercises (self, children, spouse);
 7. Birth of child by wife;
 8. Personal business that cannot be transacted outside of work hours.
 9. Confidential reason – 2 days per year
- B. For purposes of this Article full time, full year employees shall be those identified above whose assignments are at least thirty-five (35) hours per week.
- C. Eligible employees are not entitled to receive any personal days until after they have been employed for four (4) continuous months. All employees must state in writing the reason for their requested personal day. The personal leave time will be granted if the reason requested falls within the categories listed above. With respect to category 8, the nature of the personal business and the reason why it cannot be transacted outside of working hours must be stated in writing in any request under that category. It is understood that all such requests must be requested and approved prior to taking the requested leave, except in cases of unforeseen circumstances where the employee had no reason to know of the need for leave.
- D. Twelve month secretarial and clerical employees may, if conditions are hazardous, elect to take a personal day or a vacation day on a day school is closed due to inclement weather.
- E. For purposes of this Article, "immediate family" shall include the following: parents, spouse, children, siblings, aunts, uncles, grandchildren, grandparents, mother and father-in-laws, son and daughter-in-laws, and persons domiciled in the employee's household.

ARTICLE XII
SICK LEAVE

- A. Two hundred and sixty (260) days a year, thirty-five (35) hours or more a week employees: seventeen (17) days per year, cumulative to two hundred (200) days. Two hundred and sixty (260) days a year, less than thirty-five (35) hours a week employees

shall receive prorated days per year and prorated accumulation of days calculated by dividing the number of hours worked per week by thirty-five (35), and multiplying that number times seventeen (17), to determine days per year, and two hundred (200), to determine cumulative days. The length of the employee's sick day shall equal the length of the employee's work day.

- B. One hundred eighty (180) and one hundred ninety (190) days a year, thirty (30) or more hours per week: twelve (12) days per year, cumulative to one hundred (100) days. One hundred and eighty (180) and one hundred ninety (190) days a year, less than thirty (30) hours per week employees shall receive prorated days per year and prorated accumulation of days calculated by dividing the number of hours worked per week by thirty (30), and multiplying that number times twelve (12), to determine days per year, and one hundred (100), to determine cumulative days. The length of the employee's sick day shall equal the length of the employee's work day.
- C. All sick leave time shall be prorated on an annual basis. For example, an employee who receives twelve (12) sick days per year shall earn them at a rate of one (1) per month of completed work.
- D. Employees working less than twenty (20) hours per week shall also be entitled to receive prorated sick leave benefits as set forth in paragraphs A and B of this Article.
- E. Any employee who finishes a full work year without any absences due to sick leave shall be credited with an additional five days of sick leave which can be accumulated up to the permitted maximum applicable to that employee.
- F. Sick leave may be taken in one (1) hour increments.
- G. Sick leave can be used for absences related to the employee's personal illness, the illness of an immediate family member and to attend medical/dental appointments and procedures provided the employee provides a note demonstrating attendance at the appointment/procedure.
- H. Family and Medical Leave, Childbirth, Adoption, Paternity and Childrearing
 - 1. Absences related to disability of a spouse or domestic partner living with the employee due to pregnancy, childbirth, and related conditions, shall be treated as any other physical disability and shall be administered in accordance with the Federal Family and Medical Leave Act ("FMLA"). Such absences shall be with pay to the extent an employee has a sufficient amount of accrued sick leave and personal leave, and such paid leave shall run concurrent with FMLA leave, will count against the twelve (12) weeks of FMLA with any remaining leave being unpaid. Any paid or unpaid leave under this provision shall be counted against any FMLA leave entitlement. Employees may continue to participate in Board group health insurance plans at the level of premium contribution required in the

contract as if the employee were not on such leave for the duration of any paid leave or unpaid FMLA leave.

2. Childrearing leave following the birth or adoption of a child is also available and will be administered in accordance with the FMLA under the same conditions as those described above.
3. An employee on FMLA shall receive credit towards placement on the salary schedule and toward accumulated seniority for the period of such leave. Any employee who takes leave under the FMLA because of the employee's own serious health condition must substitute any accumulated paid sick leave for unpaid FMLA leave and such paid leave shall run concurrent with the FMLA leave. Any leave that qualifies as FMLA leave, whether paid or unpaid, will count against the twelve (12) weeks of FMLA leave. If sick leave is used for a medical condition which is not a serious health condition under the FMLA, that leave does not count against the twelve (12) weeks of FMLA leave entitlement.
4. Any employee who takes FMLA in order to care for /address a serious illness for a spouse, domestic partner living with the employee, a child, or parent must substitute any accumulated sick leave for such leave and such paid sick leave shall run concurrent with and count against the twelve (12) weeks of FMLA leave to which the employee is entitled.

ARTICLE XIII **HOLIDAYS**

- A. 260 days a year employees will receive the following paid holidays:

New Year's Day	Martin Luther King Day
Presidents' Day	Columbus Day
Good Friday	Veteran's Day
Memorial Day	Thanksgiving Day and the
Christmas Day	Day after Thanksgiving
Day After Last Day of School	Independence Day
Labor Day	

- B. 180 days a year employees will receive all of the above holidays excluding Independence Day and Labor Day.
- C. 190 days a year employees will receive all of the above holidays excluding Independence Day.
- D. If school begins before Labor Day it will be a paid holiday for all employees.

- E. 260, 180 or 190 days a year employees working less than twenty hours per week shall receive a total of two (2) paid holidays - Christmas and, if school begins before Labor Day, Labor Day, otherwise, Thanksgiving Day.
- F. When a holiday occurs during regular vacation or while an employee is out on sick leave, said holiday shall not be charged against the employee's earned vacation time/sick time.
- G. If any of the above holidays occur when school is in session, employees shall work the holiday at straight time pay and receive a floating holiday. The employees in the bargaining unit shall be notified by July 1st of that current school year's calendar.
- H. 260 days a year employees who are eligible for the paid holiday on the day after the last day of school may have a different day as the paid holiday which will be determined through mutual agreement between the Superintendent and the Union each year.

ARTICLE XIV **VACATIONS**

- A. 260 days a year employees working 30 hours per week or more will receive the following paid vacation time:
 - 1st year anniversary date of continuous employment - 1 week
 - 2nd year anniversary date of continuous employment - 2 weeks
 - 5th year anniversary date of continuous employment - 3 weeks
 - 10th year anniversary date of continuous employment - 4 weeks
 - After 10 years employment - 1 additional day for each year of employment, not to exceed 5 weeks paid.
- B. Employees shall receive their vacation check prior to going on vacation if they have given written notice requesting such check at least thirty days prior to going on vacation.
- C. Part time custodians will receive one (1) week of paid vacation time, equivalent to one (1) week of their actual work time, to be used during the summer or a school break, provided they have completed one year of service.
- D. Vacation time shall be requested at least thirty (30) days in advance, whenever possible.
- E. Any employee who has been employed as a 190 day employee with the East Haddam Board of Education who transfers to a 260 day position for purposes of determining vacation eligibility, shall be given prorated credit for years served as a 190 day employee, in accordance with a side letter of agreement between the parties dated 12/1/94.
- F. When an employee becomes sick during a vacation and provides a doctor's note to the administration, said sick leave shall not be charged against the employee's earned vacation time, but shall be charged to the employee's sick leave account.

ARTICLE XV **INSURANCE**

- A. High Deductible Health Plan (HDHP). All 260, 190 and 180 days a year employees, working thirty (30) hours or more each week, shall participate in a High Deductible Health Plan (HDHP), a summary of which is attached hereto. The plan shall have a \$2,000 deductible for single person coverage and a \$4,000 deductible for a two or more person family coverage for in network covered services. After meeting the deductible, members will pay an In-Network co-pay of \$0 for generic drugs, \$25 for listed brand name drugs and \$40 for non-listed brand name drugs with an annual cap of \$1,000 for single person coverage and \$2,000 for two or more person family coverage.

Effective January 1, 2020, the plan shall have a \$2,250 deductible for single person coverage and a \$4,500 deductible for a two or more person family coverage for in network covered services and after meeting the deductible, members will pay an In-Network co-pay of \$0 for generic drugs, \$25 for listed brand name drugs and \$40 for non-listed brand name drugs with an annual cap of \$1,000 for single person coverage and \$2,000 for two or more person family coverage.

1. The insurance plan details are maintained in the Superintendent's office.
2. Employees, electing to participate in this plan, shall be responsible for paying the following contribution percentages:
 - July 1, 2017 – 12%
 - July 1, 2018 – 13%
 - July 1, 2019 – 13%
3. The Board will fund an amount equal to forty-nine percent (49%) of the annual deductible for eligible employees. The parties acknowledge that the Board's 49% contribution toward the funding of the HSA is not an element of the underlying plan, but rather relates to the manner in which the deductible shall be funded for actively employed support staff. The Board shall have no obligation to fund any portion of the plan for retirees or other individuals upon their separation from employment.

Beginning in calendar year 2018 and each calendar year thereafter, there shall be a wellness incentive program that shall consist of an annual calendar year physical examination for employees and their applicable covered spouses. If an employee or their spouse fail to have an annual calendar year physical, the next year's deductible contribution from the Board shall be 45% instead of the deductible contribution described above. Any physical examination in the 2017 calendar year shall be considered compliant.

4. The employee will be responsible for opening the HSA and for any bank fees associated with maintaining the HSA account. The Board will make

provisions for a before tax direct deposit payroll deduction for employees who choose to use this feature.

5. The Board will make its contributions into the employee's HSA account in two equal payments, the first on September 15 and the last on January 15.
 6. If an employee separates from employment or otherwise ceases to participate in the plan, they will only be entitled to a pro-rated portion of the above defined Board contribution. In accordance with the provisions of the IRS, all contributions into the HSA account are the property of the account holder.
 7. An HRA shall be made available for any employee who is precluded from participating in the HSA because the individual receives Medicare and/or veterans' benefits and the annual maximum reimbursement by the Board of Education shall not exceed the Board's annual deductible contribution for those in the HSA.
- B. All secretaries working 260 days a year, forty (40) hours per week, shall receive group dental insurance, individual only. Premiums are to be split seventy-five (75%) percent Board, twenty-five (25%) percent individual.
- C. The Board of Education retains the right to choose its own vendor.
- D. At the time of retirement, employees have the option of buying health insurance benefits at the group rates and at their own expense.
- E. For the purposes of this Article "Insurance" and for purposes of determining whether an employee is eligible to participate in the group insurance plans at the time of retirement, "retirement" shall mean the following: The employee must be at least fifty-five (55) years of age and must have been employed by the East Haddam Board of Education for at least twenty (20) years, the last fifteen (15) of which must have been consecutive. It should be noted that the employee's right to buy insurance benefits at the group rate at his/her own expense is limited to the individual employee and, if married, the employee's spouse, not family coverage.
- F. Any employee employed by the Board of Education on or before July 1, 1993 who, at the beginning of the school year, elects in writing not to participate in the insurance benefits provided by the Board of Education, shall receive, in lieu thereof, payment equaling \$2,243.69 for single coverage, \$4,487.59 for two-person coverage, or \$5,960.89 for family coverage for waiving the insurance benefit that would otherwise have been paid by the Board. Any employee hired after July 1, 1993 who, at the beginning of the school year, elects in writing not to participate in the insurance benefits provided by the Board of Education shall receive, in lieu thereof, payment equaling \$747.90 for single coverage, \$1,495.86 for two-person coverage, or \$1,986.96 for family coverage. Payment is to be made in December and June of each school year. The Board reserves the right to limit the number of employees who may elect this option if the group would be reduced to a

size that would be charged a higher premium because of the smaller size of the group. Also, it is understood that this benefit can only be implemented to the extent permitted by the Board's insurance carrier(s), without any additional cost to the Board. It is recognized that certain insurance plans are provided as a package and the decision to participate or not must be made with respect to the entire package and cannot be made on the basis of each component plan within the package.

Employees receiving this insurance waiver benefit in 2010-11 will continue to be eligible to receive this benefit, at the level at which they are eligible, so long as they remain continuously employed, at the appropriate capped dollar amount(s) set forth above. No other employees are eligible to participate.

- G. All 260, 190, and 180 day a year employees working thirty (30) hours or more each week shall be entitled to life insurance in the amount of \$40,000.

ARTICLE XVI **SALARY SCHEDULE**

- A. The salaries for all employees are set forth in Appendix A. Effective July 1, 2017, the wage schedule in effect June 30, 2017 shall be increased by two and one-quarter percent (2.25%). Effective July 1, 2018, the wage schedule in effect June 30, 2018 shall be increased by two and one-quarter percent (2.25%). Effective July 1, 2019, the wage schedule in effect June 30, 2019 shall be increased by two and one-quarter percent (2.25%).

- B. Nurses Stipend.

At the end of each year, the RN and the LPN shall receive a stipend for a full year of work as follows:

<u>RN</u>	<u>LPN</u>
\$2,000	\$1,500

- C. All employees will be paid biweekly by direct deposit based upon the hours of work indicated on their time cards. In the event an employee leaves employment before earning his/her entire paycheck, he/she will be responsible for reimbursing the Board for any overpayment, including the cost of reasonable attorney's fees which the Board may incur to recover such overpayment. School year employees (180-190 days) may elect to be paid in installments of 22 or 26 pay periods, to the extent permitted by law.
- D. Special Medical Needs Paraeducator Stipend. At the end of each year any paraeducator designated by the Superintendent as a "special needs paraeducator" shall receive a \$1,000 stipend for a full year of work.

- E. Custodial Night Shift Differential. Custodians who work a night shift shall be paid a differential equivalent to five and one-half (5 ½%) percent of their hourly rate of pay. The term "night shift" shall mean those custodians who work after 2 p.m. at the building to which the custodian is assigned. This shift differential does not apply to any shift that starts before 10:00 a.m.. If a "night shift" custodian is asked to fill in for a building supervisor, the custodian shall continue to receive the differential, so long as the custodian is paid at the custodial rate.
- F. ABA Paraeducator. Employees who are qualified as ABA paraeducators, and who are employed in that capacity shall be paid \$0.54 per hour as part of their base pay while assigned during the school year as an ABA paraeducator.
- G. Paraeducators will not be required to instruct a class in place of a teacher.
- H. New Hire Pay Rate. Any newly hired employee in a position with a wage rate in excess of \$20/hour shall start at a wage rate that is ninety percent (90%) of the wage rate for that job classification. In the employee's second year of employment, he/she shall be paid a wage equal to ninety-five percent (95%) of the wage rate for that job classification. In the third year of employment, he/she shall be paid at the job rate described in the wage schedule for that job classification.

ARTICLE XVII

REGULAR WORKING HOURS AND OVERTIME

- A. Secretaries
The normal work week shall be Monday through Friday, five (5) days a week. A normal work week shall be forty (40) hours determined as follows: five 8-hour work days, including a ½ hour paid lunch. The normal work hours will fall between 7:00 a.m. and 5:30 p.m., and will be determined by the Superintendent. By mutual agreement between the Union and the Superintendent, the hours of work can vary from what is described.
- B. Full Time Paraeducators
The normal hours of employment will coincide with the student school year. The work day will normally be six and one half (6 ½) hours. A short lunch break within that time period will be permitted, not to exceed twenty-five (25) minutes. At the Superintendent's discretion these hours may be modified to range between thirty (30) and thirty-five (35) hours in a week, and between 180 and 195 days a year, depending upon the needs of the school system.

Part Time Paraeducators

The normal days of employment will coincide with the student school year. The work day length will vary depending on the needs of the building. A short lunch break within that time period will be permitted, not to exceed twenty-five (25) minutes. At the Superintendent's discretion these hours may be scheduled to less than full-time and between 180 and 195 days a year, depending upon the needs of the school system.

C. Nurses

The normal hours of employment will coincide with the student school year. The work day will normally be between 6 ½ and 7 ¼ hours a day. A short lunch break within that time period will be permitted, not to exceed twenty-five (25) minutes. At the Superintendent's discretion these hours may be modified to range between thirty two and one half (32 ½) and forty (40) in a week, and between 180 and 195 days a year, depending upon the needs of the school system.

Part Time Nurses

The normal days of employment will coincide with the student school year. The work day length will vary depending on the needs of the building. A short lunch break within that time period will be permitted, not to exceed twenty-five (25) minutes. At the Superintendent's discretion these hours may be scheduled to less than full time and between 180 and 195 days a year, depending upon the needs of the school system

D. Custodians

The normal work week shall be five (5) days per week, forty (40) hours per week. The normal work day shall be eight (8) hours per day, including a paid one-half hour lunch break. The normal work hours for each position will depend on the needs of the school system. By mutual agreement between the Union and the Superintendent, the hours of work can vary from what is described.

Part Time Custodian

The normal work week shall be five (5) days per week. The normal work day length and hours shall vary depending on the needs of the school system, and will include a paid meal break not to exceed twenty-five (25) minutes. By mutual agreement between the Union and the Superintendent, the hours of work can vary from what is described.

E. Building Supervisors

The normal work week shall be five (5) days per week, forty (40) hours per week. The normal work day shall be eight (8) hours per day, including a paid one-half hour lunch break. The normal work hours for each position will depend on the needs of the school system. By mutual agreement between the Union and the Superintendent, the hours of work can vary from what is described.

F. Maintenance Supervisor

The normal work week shall be five (5) days per week, forty (40) hours per week. The normal work day shall be eight (8) hours per day, including a paid one-half hour lunch break. The normal work hours will fall between 6:00am and 2:00pm.

G. Maintenance

The normal work week shall be five (5) days per week, forty (40) hours per week. The normal work day shall be eight (8) hours per day, including a paid one-half hour lunch break. The normal work hours will fall between 6:00am and 2:00pm.

H. Grounds/Maintenance

The normal work week shall be five (5) days per week, forty (40) hours per week. The normal work day shall be eight (8) hours per day, including a paid one-half hour lunch break. The normal work hours will fall between 6:00am and 2:00pm.

I. Financial Assistant

The normal work week shall be five (5) days per week, thirty seven and one half (37 1/2) hours per week. The normal work day shall be seven and one half (7 1/2) hours per day, including a paid one-half hour lunch break. The normal work hours will fall between 8:30am and 4:00pm.

J. Full Time Hall Monitors

The normal hours of employment will coincide with the student school year. The work day will normally be six and one half (6 1/2) hours. A short lunch break within that time period will be permitted, not to exceed fifteen (15) minutes. At the Superintendent's discretion these hours may be modified to range between thirty (30) and thirty-five (35) hours in a week, and between 180 and 195 days a year, depending upon the needs of the school system. The normal work hours will be determined by the needs of the school system.

Part Time Hall Monitors

The normal days of employment will coincide with the student school year. The work day length will vary depending on the needs of the building. A short lunch break within that time period will be permitted, not to exceed fifteen (15) minutes. At the Superintendent's discretion these hours may be scheduled to less than full-time and between 180 and 195 days a year, depending upon the needs of the school system.

L. Overtime

Overtime will be paid at one and one-half times the regular rate of pay for all full-time persons who work beyond their normal work day. Prior approval to work overtime must be obtained from the Superintendent of Schools.

Compensatory time can be used when mutually agreeable, in lieu of overtime pay, at the time and one-half rate.

Compensation for overtime work shall be payable for the pay period in which the overtime was incurred, and paid on the same day as regular earnings for that period whenever possible.

It is understood by all parties involved that no overtime shall be compensated for unless there is prior acknowledgement of that fact by the Supervisor.

Members of this bargaining unit shall not receive any compensation for volunteering to serve as a chaperone, adult advisor or other volunteer helper regarding any student activity, outing, or trip, including but not limited to, overnight field trips and student day trips. Employees may use vacation or personal time for such trips. From time to time an instructional paraeducator, special education paraeducator or nurse may be assigned to accompany a student or students to an activity or on an outing or trip. In such a case, the employee will be paid regular wages and be notified in writing of her/his assignment by the Superintendent or an administrator designated by the Superintendent. No teacher is authorized to assign any bargaining unit employee to attend any such function.

Overtime work shall be divided as equitably as possible among the employees with preference given to employees within the school where the work is to be performed. If an employee is scheduled for overtime work and refuses the work, he/she will be charged with the scheduled overtime as if he/she had worked.

ARTICLE XVIII

UNION MEETINGS ON SCHOOL PROPERTY

The Union may call meetings in each school before or after school, providing such meetings do not conflict with other scheduled school activities or programs.

Cost of the clean-up shall be borne by the Union.

ARTICLE XIX

IN-SERVICE BENEFITS

In the event the Board of Education requests an employee to further his/her Education, the expense of such courses will be borne by the Board.

ARTICLE XX

MILEAGE

The prevailing Internal Revenue Service rate per mile will be paid for any employee performing Board duties with their own private vehicle.

Note: Mileage use is subject to prior approval by Principal and/or Superintendent of Schools.

ARTICLE XXI
LONGEVITY

- A. All employees, after the completion of the following number of years will receive annual longevity payments.

10 years of service - \$200
15 years of service - \$225
20 years of service - \$350

- B. Longevity payments shall be paid to the employees in one lump sum payable in the pay period immediately following the employee's 10, 15, or 20 year anniversary date and on every intervening and subsequent years.

ARTICLE XXII
WEATHER CONDITIONS

- A. When school children are dismissed early because of an emergency such as snow, ice or other hazardous conditions, employees will be excused at the discretion of the Superintendent of Schools or the building principal without loss of pay.
- B. On late opening school days, the employees are expected to make every effort to report to work and shall suffer no loss of pay or leave time, provided they had reported to work for that day.

ARTICLE XXIII
REOPENER CLAUSE

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

ARTICLE XXIV
SAVINGS CLAUSE

Should any provision of this Agreement be found unlawful by a court of competent jurisdiction, the remainder of the Agreement shall continue in force.

ARTICLE XXV
DISCIPLINE AND DISMISSAL

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

ARTICLE XXVI
HEALTH AND SAFETY

All custodians and maintenance personnel shall be entitled to hepatitis shots at the expense of the Board.

ARTICLE XXVII
LEAVES OF ABSENCE

A. **Bereavement**

An employee shall be granted three (3) days leave with pay for death in his/her immediate family. Such immediate family shall be defined as employee's father, mother, spouse, brother, sister, child, and the mother, father, brother, sister of an employee's spouse, grandparents and grandchildren of any relative domiciled in the household of the employee. An additional two (2) days may be granted at the discretion of the Superintendent or his/her designee.

B. **Jury Duty**

An employee summoned for jury duty for up to thirty (30) working days shall receive his/her actual regular weekly earnings and be required to turn over to the Board any amounts received from the court. The employee has the responsibility to perform his or her regular duties when he/she is not actually required to be present at court.

ARTICLE XXVIII
SIGNATURE BLOCK

IN WITNESS WHEREOF, the parties hereunto have caused these presents to be executed by their proper officers, hereunto duly authorized, and their seals affixed hereto as of the date and year first above written.

EAST HADDAM BOARD OF EDUCATION

Date 7/3/17

By 
Chairperson

EAST HADDAM SCHOOL EMPLOYEES
UNITED PUBLIC SERVICE
EMPLOYEES UNION LOCAL 424-UNIT 9

Date 7/18/17

By 
Kevin E. Boyle, Jr.
UPSEU President

EAST HADDAM SCHOOL EMPLOYEES
UNITED PUBLIC SERVICE
EMPLOYEES UNION LOCAL 424-UNIT 9

Date 7/5/17

By 
Local 424-Unit 9 President

APPENDIX A HOURLY RATES

	2017/2018	2018/2019	2019/2020
Classification	2.25%	2.25%	2.25%
Paraeducator	\$17.10	\$17.48	\$17.87
ABA Paraeducator	\$17.65	\$18.05	\$18.46
Secretary	\$20.48	\$20.94	\$21.41
Finance Office Secretary	\$22.55	\$23.06	\$23.58
Financial Assistant	\$27.92	\$28.55	\$29.19
RN	\$30.30	\$30.98	\$31.68
LPN	\$26.89	\$27.50	\$28.12
Maintenance	\$26.47	\$27.07	\$27.68
Ground/Maintenance	\$18.28	\$18.69	\$19.11
Maintenance Supervisor	\$34.72	\$35.50	\$36.30
Custodian	\$17.36	\$17.75	\$18.15
Building Supervisor	\$26.47	\$27.07	\$27.68
Hall Monitor	\$17.10	\$17.48	\$17.87
Tutor for the Blind	\$24.17	\$24.71	\$25.27

The following employees in the listed positions are considered "off grid". Any off grid employee shall receive the same % general wage increase as those employees on the salary grid. Once the specific employee occupying the specific position leaves the employment of the Board or no longer occupies the listed position, the rate of pay for that position shall revert to the wage rates described in the wage grid above.

	<u>Position as of July 1, 2014</u>	2017/2018 2.25%	2018/2019 2.25%	2019/2020 2.25%
Carlmelo Aresco	H.S. Building Supervisor	\$27.19	\$27.80	\$28.43
Stephen Bellantuono	H.S. Custodian	\$18.38	\$18.79	\$19.21
Kathleen Daigle	M.S. Nurse (LPN)	\$30.30	\$30.98	\$31.68
Gail Duby	Central Office Secretary	\$23.01	\$23.53	\$24.06
Carol Loiko	M.S. Paraprofessional	\$17.68	\$18.08	\$18.49
Deborah Ryczek	E.S. Paraprofessional	\$17.49	\$17.88	\$18.28
Mary Tomasi	H.S. Secretary	\$20.69	\$21.16	\$21.64
Joan Williams	H.S (RN)	\$32.08	\$32.80	\$33.54

Any employee transferred permanently to a higher position shall receive either the Appendix A salary for the higher position or an hourly increase in pay equivalent to the difference between the Appendix A salary for the former position and the Appendix A salary for the new position, whichever is greater.

East Haddam Board of Education Savings and Retirement Plan. The East Haddam Board of Education (i.e., the “Employer”) will make Employer Matching contributions in an amount equal to 3% (three percent) of each Eligible Participants’ Compensation (as that term is defined in the East Haddam Board of Education Savings and Retirement Plan) as long as the participant is contributing after-tax dollars in an amount of at least 3% (three percent). This Employer Matching contribution shall be made in a manner consistent with all the provisions set forth in Section 3.1 of Article 3, Contributions and Allocations, of the East Haddam Board of Education Savings and Retirement Plan. In this regard, the Board of Education will amend Section 3.1 paragraph “a” to change the Employer Matching contribution to four and three-quarters (4.75%) percent effective July 1, 2017.

APPENDIX B
SIDE AGREEMENTS

Effective with the 2014-2017 Agreement, the following MOUs/MOAs remain in effect and shall be attached to the successor collective bargaining agreement in a separate Appendix:

1. May 8, 2007 re: Kathleen Daigle
2. September 3, 1998 re: Mary Tomasi
3. Undated Snow Removal Policy
4. December 1993 re: Gail Duby

It is understood that all other signed MOUs/MOAs prior to July 1, 2014 no longer remain in effect.

East Haddam Board of Education

Daniel J. Thompson, Ph.D.
Superintendent of Schools

Donald J. Paulison, M. S.
Business Manager

P.O. Box 401
26 Plains Road
Moodus, CT 06469
(860) 873-5099
Fax (860) 873-5092


East Haddam Board of Education Snow Removal Policy

The custodial and maintenance personnel of East Haddam Board of Education are responsible for snow removal at the three school buildings. The exception is that the Town of East Haddam will provide snow removal of the parking lot and roadway areas associated with the three school sites. In order to facilitate adequate snow removal, the following guidelines are established:

1. The Building Supervisor, under the direction of the building Principal, is responsible for the snow removal activities at his/her respective school. The Building Supervisor will be notified by his/her Principal of the need for snow removal.
2. The Building Supervisor will determine the size of the crew needed to accomplish each snow removal job. The maintenance person assigned to each school for snow removal should be part of any crew, if available. The Principal should review these decisions and provide appropriate feedback to the Building Supervisor.
3. No personnel shall leave until dismissed by the Building Supervisor.
4. Snow removal crews will receive 3 hours minimum pay.
5. If personnel are assigned to work snow removal ahead of time for a weekend storm, they must be given specific work start times. Otherwise, personnel should be called when the Principal and the Building Supervisor have determined that snow removal should start.

This policy is agreed to and will remain in effect until mutually revised.


CSEA Local President


For the Board of Education

SIDE LETTER OF AGREEMENT

Between

THE EAST HADDAM BOARD OF EDUCATION

-and-

THE EAST HADDAM SCHOOL EMPLOYERS,
CSEA, INC./SEIU, Local 760, AFL-CIO

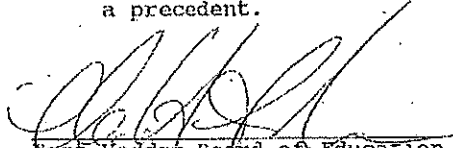
Effective upon the signing of the following agreement between the above mentioned parties:

1. The following two (2) secretaries, Del Tuttle and Gail Duby, will receive the following hourly rate of pay:

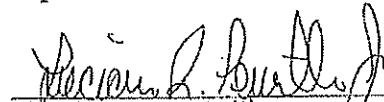
Del Tuttle - \$13.23 Hourly Rate for 1993-94

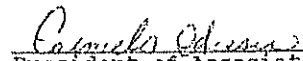
Gail Duby - \$10.92 Hourly Rate for 1993-94

2. This agreement will not establish a past practice or set a precedent.


East Haddam Board of Education
Date 12/14/93


Superintendent of Schools
Date 12/14/93


Staff Representative,
CSEA, Inc./SEIU, Local 760, AFL-CIO
Date 12-29-93


President of Association
Date 12/16/93

9

Agreement between the East Haddam Board of Education

And

The East Haddam Non-Certified Employees
CSEA, Inc. Local 760, SEIU


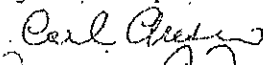
The parties agree that Mary Tomasi will be given credit, for purposes of vacation eligibility, on a pro rata basis, for her service as part-time and full-time 190 day employee with the East Haddam Board of Education.

Effective October 15, 1998, Mary Tomasi will be credited with two years of continuous service. At that time, she will be eligible for two weeks vacation.

The parties agree that Mrs. Tomasi has already received two weeks paid vacation and will not be eligible for additional paid vacation until October 15, 1999.

On each subsequent October 15th, Mary Tomasi will be credited with an additional year of continuous service, as long as she continues to work such hours and days to qualify for paid vacation time.

This agreement is made without prejudice or precedent.

	
For the Board	For the Union
9/8/98	
Date	Date

Cc: William Connon
Ben Winograd
Carl Aresco
Payroll
Personnel

C:\Dan\dan2\BOLTR5\1572989\Agree.Tomasi.doc

East Haddam Board of Education


Stephen M. Durham, Ed.D.
Superintendent of Schools
E-mail: sdurham@easthaddamschools.org

Robert T. Carroll
Business Manager
E-mail: rcarroll@easthaddamschools.org

Agreement Between The East Haddam Board of Education and UPSEU, Local 424 - Unit 9

The parties agree that Kathleen Daigle (LPN) will be paid at the RN level in accordance with the agreement between the East Haddam Board of Education and UPSEU. This agreement takes effect with the start of the 2007-08 academic school year and remains in effect as long as Kathleen Daigle is employed by the East Haddam Board of Education as a school nurse.

This agreement is not precedent setting. Any school nurse hired by the Board who also holds an LPN license will be paid at the hourly rate established for an LPN through the collective bargaining agreement.


For the Board


For the Union

5-8-07
Date

5/9/07
Date