

A G R E E M E N T

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(P a r a p r o f e s s i o n a l s , N u r s e s a n d C u s t o d i a n s)

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TABLE OF CONTENTS

	PAGE
Article 1 - Recognition.....	1
Article 2 - Board Rights	1
Article 3 - Full and Complete Agreement.....	2
Article 4 - Union Rights.....	2
Article 5 - Wages.....	3
Article 6 - Work Week.....	4
Article 7 - Holidays	6
Article 8 - Leave Provisions	7
Article 9 - Seniority.....	10
Article 10 - Insurance.....	12
Article 11 - Grievance Procedure	14
Article 12 - Savings Clause.....	15
Article 13 - Discipline	16
Article 14 - Evaluation.....	16
Article 15 – Personnel Records	17
Article 16– Homebound Tutoring	17
Article 17 - Duration	18
Article 18 - Miscellaneous	18
Appendix A - Hourly Wage Schedule.....	20
Appendix B - C.G.S. §46a-60.....	21

This Agreement is made and entered into on this ____ day of _____, 2021 by and between the Eastford Board of Education (hereinafter referred to as the "Board"), and Local 1303 of Council #4, AFSCME, AFL-CIO (hereinafter referred to as the "Union").

ARTICLE 1 - RECOGNITION

Section 1.1

The Eastford Board of Education recognizes the Union as the exclusive bargaining representative for the Eastford Paraprofessionals, Nurses, and Custodians, excluding seasonal employees and temporary substitutes. A temporary substitute shall be defined as an employee who is replacing a regular employee on any type of authorized leave.

Section 1.2

The terms "Board of Education" and "Board," as used in this agreement, shall mean the board or its designee. The term "Superintendent of Schools" and "Superintendent," as used in this Agreement, shall mean the Superintendent or his or her designee. The term "Building Principal" and "Principal" shall mean the Principal or his or her designee.

ARTICLE 2 - BOARD RIGHTS

Section 2.1

It is recognized that the Eastford Board of Education has and will continue to retain whether exercised or not, the sole and unquestioned right to direct the operation of the programs in the school district in all aspects including, but not limited to, the following:

To determine the type of work to be performed;

To assign all work to employees;

To determine shifts, schedules, and hours of work;

To decide the methods, procedures, and means of conducting the work;

To select, hire, and demote employees, including the right to prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Board of Education, provided such rules and regulations are known to the employees affected by them or made known in a reasonable manner to the employees affected by them;

To discharge or otherwise discipline any employee;

To promote, transfer, and lay off employees.

These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in violation of any of the specific terms and provisions of this Agreement.

ARTICLE 3 - FULL AND COMPLETE AGREEMENT

Section 3.1

This Agreement contains the full and complete agreement between the Board and the Union on all negotiable issues, and neither party shall be required, during the term thereof, to negotiate upon any issue whether it is covered or not covered in this Agreement.

Section 3.2

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

Section 3.3

All past practices, procedures, and customs not specifically incorporated in or protected by this Agreement are hereby rendered null and void.

ARTICLE 4 - UNION RIGHTS

Section 4.1

The Board agrees to deduct from the pay of all of its employees who in writing voluntarily authorize such deductions from their wages, such membership dues as may be fixed by the Union. Such deduction shall continue for the duration of the Agreement, except that any employee may withdraw such authorization in writing by certified mail to the Executive Director of Council #4 and a copy to the Superintendent.

Section 4.2 - Remittance

The Board agrees to forward to Council No. 4 a check for any amount deducted within ten days of the end of each month. The Board shall include with the initial check a list of employees for whom such deductions are made. Whenever the number of employees who authorize a union dues deduction or a service fee increases or decreases, the list shall be updated and forwarded to the union.

Section 4.3 - Indemnification

The Union agrees to indemnify and hold and save the Board harmless against any and all claims, demands, damages, suits and other forms of liability or costs including reasonable attorney's fees that shall or may arise out of or by reason of any action taken by the Board for the purpose of complying with this Article.

Section 4.4 - Orientation

The Union shall be given the opportunity to hold an orientation session with all newly hired employees. This orientation session shall be for the purpose of explaining the new employee's contractual rights and introducing him or her to the Union. The orientation will be held within the first week of the employee's start date and shall be during working hours at a time agreed to by the Administration, not to exceed thirty (30) minutes in duration.

ARTICLE 5 - WAGES

Section 5.1

A. PARAPROFESSIONALS, CUSTODIANS and NURSES

Effective July 1, 2021 the custodians will be placed on their own salary lane and each hourly rate will be \$1.00 higher than the 2020-21 hourly rates. Eligible custodians shall advance a step on the schedule.

Effective July 1, 2021 all paraprofessional and nurse wages shall be increased by 2.25% plus step if applicable.

Effective July 1, 2022 all wages shall be increased by 2.25% plus step if applicable.

Effective July 1, 2023 all wages shall be increased by 2.25% plus step if applicable.

See Appendix A.

Section 5.2

If a paraprofessional who is qualified as a substitute teacher or substitute nurse under State of Connecticut regulations is assigned work as substitute teacher or nurse for more than one period in any one day, he or she shall receive his or her regular pay plus a differential. The differential shall be \$4.50.

If a paraprofessional is assigned to substitute for an individual in any other non-paraprofessional position for more than one period in any one day, he or she shall receive his regular pay plus a differential. The differential shall be \$1.00.

Section 5.3

Employees required to use their personal vehicles for the conduct of Board assigned duties including but not limited to travel to and from assigned workshops shall be compensated for

mileage in accordance with Internal Revenue Service (IRS) rules and rates. If several employees are attending the same assigned workshop, car pooling is encouraged so that mileage reimbursement is provided to the driver only. Employees who receive permission to attend workshops that are not mandated by the Board will not be reimbursed for mileage.

Section 5.4

All ten month employees shall have the option to receive twenty-one equal paychecks, plus one final payment, per year on alternate Fridays, commencing no later than the second Friday after the start of the school year. Employees shall be paid on a biweekly basis. All paychecks shall be distributed via direct deposit. Employees shall have the option to receive 26 equal paychecks.

Section 5.5

The Board shall allow the employees to make a voluntary PEOPLE deduction from their pay. Once authorized, the Board will continue to make the deduction unless and until the bargaining unit member provides written notice to the Board that the authorization has been revoked. The Board shall, upon request of the Union no more than once annually, prepare a list of all participating employees.

ARTICLE 6 - WORK WEEK

Section 6.1

The working schedule, including the hours of work each day, shall be determined by the Superintendent of Schools or his designee but shall not begin earlier than 7:00 a.m. or end later than 4:00 p.m., Monday through Friday for paraprofessionals hired prior to January 1, 2008. For paraprofessionals hired after January 1, 2008, the working schedule, including the hours of work each day, shall be determined by the Superintendent of Schools or his designee but shall not begin earlier than 7:00 a.m. or end later than 5:00 p.m., Monday through Friday. The Superintendent may adjust the working schedule if school is in session during other times.

The normal work schedule for full-time nurses shall be 8:15 a.m. to 3:30 p.m. on student days on the school calendar. The Board retains the right to change the starting and ending times if there is a change in the starting and ending times of the student school day.

The basic work day for all full-time custodial employees shall be eight hours a day, five consecutive days a week, Monday through Friday. Starting and finishing times shall be determined by the Superintendent and dictated by the needs of the school. Notwithstanding the preceding sentence, morning shifts shall not begin before 6 a.m. and evening shifts shall not end later than 10:30 p.m.

Section 6.2

The paraprofessionals and nurses shall be entitled to a daily paid 25 minute duty-free lunch at a time designated by the Building Principal or Superintendent of Schools. Custodians shall be entitled to a

daily paid thirty (30) minute duty free lunch or dinner at a time designated by the Building Principal or Superintendent of Schools. Custodians must remain on school property during their duty free lunch or dinner. The nurse and paraprofessionals must remain close enough to the school office to be contacted via the school's two-way radio system during their duty free lunch. If a situation arises that interrupts an employee's duty free lunch or dinner, he or she shall be entitled to make up that time during the same work day.

Section 6.3

The normal work year for full-time paraprofessionals (those regularly working thirty-five (35) or more hours per week) shall consist of all student days on the school calendar plus three (3) professional development days, provided that the Board may eliminate positions in accordance with Article 9. Notwithstanding the above language, paraprofessionals may be required to work a summer schedule as determined by the Superintendent. Paraprofessionals working a summer schedule shall receive an additional \$1.00 per hour.

Employees shall be provided at least thirty (30) days' notice of planned professional development days. When professional development is offered, employees shall be required to attend. In the event an employee is absent on any such day, the Administration shall have no obligation to provide an alternative professional development opportunity for such employee at any other time.

The normal work year for full-time nurses shall consist of one hundred eighty-five (185) days.

Custodians are twelve month employees and shall normally work eight (8) hours per day, five (5) days per week.

Section 6.4

For paraprofessionals, a required work performed over forty (40) hours per week and on Saturday shall be paid at time and one-half (1 1/2 x). All work performed on a Sunday or a holiday shall be paid at double time (2x).

Section 6.5

The Superintendent may require the school nurse to work up to four (4) days during the summer recess. For the school nurse, all required work beyond seven (7) hours in a day or one hundred eighty-five (185) days in a year shall be paid at an hourly rate equal to the school nurse's annual salary divided by one thousand two hundred ninety-five (1,295).

Section 6.6

When the school day is shortened because of inclement weather, and/or professional development trainings, nurses and paraprofessionals shall work their regularly scheduled days unless directed otherwise by the Superintendent. If the Superintendent releases nurses and paraprofessionals prior to their regularly scheduled ending times, such employees will be paid at their regular rate for their regularly scheduled hours. This provision shall also apply to the day before the Thanksgiving holiday and the day before the start of summer vacation.

Custodians shall work their entire shifts on shortened school days unless directed otherwise by the Superintendent or, in the event of inclement weather, a state emergency has been declared and public roads have been closed.

Section 6.7

Custodial employees shall be subject to call for emergency services, including security alarm calls. Subject to call shall mean that the custodial employee is not required to be on the school premises, but is simply required to keep the Superintendent informed as to the location at which he or she may be contacted. In the event an employee is assigned to duty as a result of an emergency, his or her working time for the purposes of calculating compensation shall begin when the employee is notified of his or her assignment and shall end when the employee has completed his or her assignment. However, in no event shall the employee be paid for less than a two hour minimum at a rate of time and one half. If a custodial employee is assigned to a duty as a result of an emergency on either Thanksgiving or Christmas Day, he/she shall be paid a minimum of two hours at a double time rate.

ARTICLE 7 – HOLIDAYS

Section 7.1

All paraprofessionals and custodians scheduled to work twenty hours a week or more shall be entitled to the following holidays with pay: Martin Luther King Day, Good Friday, Memorial Day, Thanksgiving Day, Christmas Day, Columbus Day, Veteran's Day, New Year's Day, and Labor Day. Full time employees only shall additionally receive the day after Thanksgiving. Custodians shall also be entitled to Independence Day and Presidents' Day as paid holidays. In the event that Christmas Day falls on a Thursday, employees shall be entitled to holiday pay for the following day (Friday).

Section 7.2

Nurses are paid a salary for their work year which includes the holidays listed above.

Section 7.3

Pay for the above-noted holidays shall be equal to the hourly rate times the number of hours in a regularly scheduled day for each particular employee.

Section 7.4

The above holidays shall be celebrated on the day declared by the federal or state government, or in lieu thereof, by the Board of Education, as the official day of celebration, but only when school is not in session. In the event school is in session during any of the above holidays, employees shall report to work and shall be paid at the regular rate or, with respect to the nurse, as part of his or her salary, notwithstanding the terms of Section 6.4 and other applicable provisions of this Agreement or past

practice. Should school be in session on such a holiday, paraprofessionals affected shall receive an extra day's pay or a paid day off as determined by the Superintendent.

ARTICLE 8 - LEAVE PROVISIONS

Section 8.1- Sick Leave-Full-Time

Each full-time bargaining unit member (those working thirty or more hours per week), shall be entitled to sick leave with pay and the right to accumulate sick leave with pay according to the following schedule:

School Year	Leave per Year/Cumulative Cap (in Days)
2021-2024	14/85

Section 8.2 - Sick Leave-Part-Time

Sick leave for part-time employees shall be prorated in accordance with the percent that the employee's part-time schedule bears to a full-time schedule (e.g. an employee who works two days a week at six hours a day will receive 40% (12/30 of his/her pay for each sick leave absence from work up to the maximum).

Section 8.3 - Personal Leave

Each employee, with the permission of the Principal, may be granted, with pay, three personal days per year which shall be used for necessary personal business that otherwise cannot be conducted outside of the school day. Personal leave for part-time employees shall be prorated in accordance with the percent that the employee's part-time schedule bears to a full-time schedule (e.g. an employee who works 3 hours per day for five days a week receives 50% of full-time pay (15/30) for each personal day to the maximum).

Section 8.4 - Jury Duty

If an employee is called upon to serve jury duty, he/she shall be compensated at his/her full pay during time missed from work less any compensation he/she receives for such jury duty. If an employee is dismissed before noon from jury duty, he or she is expected to return to work after such dismissal. Employees shall cooperate with the administration in an attempt to serve jury duty on non-school days (during the summer or during school vacation).

Section 8.5 - Early Release/Delayed Openings

On shortened school days which count toward the minimum state requirement for a student day, paraprofessionals and the school nurse shall suffer no loss of pay nor be charged against any paid leave. Notwithstanding, this provision shall not apply to parent/teacher conferences. On

parent/teacher conference days, paraprofessionals and the school nurse shall be dismissed at the end of the student day and be paid for actual hours worked.

Section 8.6 - Use of Leave Time

Nurses and Paraprofessionals shall take personal and sick leave time in half day or full day increments.

Custodians may take sick leave time in one hour increments in accordance with Conn. Gen. Stat. Section 31-57r.

Custodians shall take personal time in half day or full day increments.

Section 8.7 - Maternity Leave

See Appendix B, attached for informational purposes only.

Section 8.8 - Bereavement Leave

Three (3) days special leave with pay shall be granted for death in the immediate family. Immediate family is defined as spouse, civil union partner as defined under Connecticut law, mother, father, son, daughter, brother, sister, grandmother, grandfather, grandchildren, legal guardians, and all present in-laws of employee, and any person living in the same household with employee. Special leave with pay for two (2) days per occasion shall be granted to an employee to attend funerals of relatives not included above.

Section 8.9 - Vacation

Upon the completion of one year of continuous service, custodians shall accrue annual vacation benefits in accordance with the following schedule:

- After one (1) year of continuous service five (5) days paid vacation
- After two (2) years of continuous service ten (10) days paid vacation
- After seven (7) years of continuous service thirteen (13) days paid vacation
- After ten (10) years of continuous service fifteen (15) days paid vacation
- After twenty (20) years of continuous service twenty (20) days paid vacation

In order to ensure the orderly performance and continuity of services provided by the custodians, each custodian wishing to schedule a vacation should request such vacation leave as far advance as possible but not less than one (1) month in advance of the requested period. Requests shall be made by the employee in writing to the Superintendent. Requests for vacation during the regular student school year shall be approved only for periods when school is closed, unless the employee presents compelling circumstances for the need for vacation time while school is in session. Such requests shall not be unreasonably denied by the Superintendent.

Section 8.10 - Accountability of Time

Employees must document all absences. All absences shall be documented as sick, personal, bereavement, vacation time, or any other authorized leave. If an employee knows in advance that an absence will be requested, a "request for leave" form must be submitted to the administration as far in advance as possible and definitely by the end of one's shift on the workday preceding the necessary absence. If an employee's need for leave is discovered on the date of the leave, the employee must verbally notify an administrator or designee. For purposes of this section, verbal notification shall mean a conversation in person or via telephone between the employee and an administrator. Neither text messaging nor email shall be viewed as an acceptable form of notification for absences that are not approved in advance. Failure to have an absence approved in advance or to contact an administrator before missing scheduled work time may result in disciplinary action.

Employees shall be allowed, on an annual basis, to use up to three (3) accumulated sick days or illness in the immediate family. For purposes of this Article, "immediate family" shall be defined as follows: parent, child, spouse, and any person living in the employee's household. The Superintendent may request proof of illness whenever an employee is absent for sick leave purposes for three (3) or more consecutive workdays, or in cases of suspected patterns of abuse. Employees are not expected to take more leave than what is allowable under the provisions of this contract and other entitlements, such as FMLA. Leave requests beyond those that are contractually and legally allowable may be subject to disciplinary action. When highly unusual circumstances exist and an employee must request leave that is beyond that which is allowable, he or she is expected to comply with stricter documentation requirements. Employees shall be required to utilize accumulated leave time concurrently with FMLA time. However, an employee may choose to reserve up to five (5) sick days to be used when he/she returns from his/her FMLA time.

Section 8.11 - Sick Leave Bank

Purpose-To provide bargaining unit members with additional paid sick leave when such members have exhausted sick leave due to their personal catastrophic illness or injury or combination thereof, and have provided competent medical certification of said catastrophic illness or injury or combination thereof.

1. Process for activating the sick leave bank-A member fitting the criteria set forth above may request that the Superintendent and the Union activate the sick leave bank.
2. Upon such a request, the sick leave bank four (4) member board, as described below, shall use the following criteria to determine the eligibility of a member to receive donations and to determine the number of days to be donated:
 - a. A member must have a serious personal illness or injury or combination thereof and must provide timely and competent medical certification of the serious personal illness or injury or combination thereof.
 - b. A member must have completed one (1) year of service in Eastford.
 - c. A member must have exhausted all accumulated sick leave; and

- d. A member shall not be entitled to any other paid leave, remuneration from disability payments, workers' compensation, and/or other such benefits.
3. Membership in the sick leave bank is voluntary on the part of employees. However, in order to be eligible to receive days from the sick leave bank, a member must contribute at least one (1) day every three years.
4. Each member may donate up to ten (10) sick leave days annually, on or before September 15 of each school year. Members wishing to make such a donation shall fill out a form, agreed upon by the Superintendent and the Union.
5. Unused sick leave days in the sick leave bank may accumulate up to thirty (30) days annually, but in no event shall the accumulation exceed sixty (60) days. If the number of days falls below sixty (60), then Section 4 above, shall be reapplied.
6. Members withdrawing sick leave days from the bank will not have to replace these days except as a regular contributing member to the bank.
7. The sick leave bank shall be administered by a four (4) member board, two (2) members chosen by the Board of Education, and two (2) members chosen by the Union. Each request for aid, as certified by a doctor's certificate, for the sick leave bank shall be decided by the sick leave board on the merits of the individual request. Action of the sick leave board shall be the majority vote. In the event there are requests for sick leave days beyond those available in the bank, the sick leave board shall determine which of the participants shall be entitled to receive sick leave days within the bank or any prorated share thereof.
8. The decisions of the sick leave bank board, as described above, shall be final and binding and not subject to the grievance procedure or arbitration. The Union further agrees to save the Board of Education and the Administration harmless from any and all claims of any kind arising out of the legality of the sick leave bank and its operation, including contributions to or withdrawals from the bank.

ARTICLE 9 - SENIORITY

Section 9.1

Seniority shall be defined as an employee's length of continuous employment with the Eastford Board of Education.

Section 9.2

Seniority shall not be deemed broken by any authorized leave, whether such leave is with or without pay, although seniority and sick leave will not accrue during unpaid leave. Seniority shall not be broken and will accrue while an employee is receiving worker's compensation benefits.

Section 9.3 - Reduction in Force

In the event of a layoff, employees occupying positions to be eliminated shall have the right to displace the least senior employee in the same job classification, provided the displacing employee is as qualified or better qualified than the displaced employee. For purposes of this provision, there are three classifications, paraprofessional, custodian and nurse. An employee shall have the right to displace the least senior employee in a lower pay level as long as the displacing employee is as qualified or better qualified than the least senior employee for the job. An employee so transferring to the next lower pay level shall receive the wages of that pay level. In all cases, the determination of whether an employee is as qualified or better qualified than the least senior employee shall be in the sole discretion of the Superintendent of Schools, except that the Superintendent shall not exercise such judgment in an arbitrary or capricious manner.

Section 9.4 - Recall

A bargaining unit member who is laid off shall have recall rights for a period of eighteen months from the date of his/her layoff. No new bargaining unit member shall be hired while a bargaining unit member possesses recall rights and is ready, willing and able to work. A bargaining unit member shall be notified of an opening within the bargaining unit by certified mail sent to the employee's last known address. It shall be the responsibility of the employee to notify the Superintendent of Schools of his/her current address. An employee who declines an offer of reemployment shall forfeit all recall rights. Failure to respond in writing to a notice of an opening within five (5) working days after the mailing of the notice shall be deemed a refusal to accept reemployment. Returning employees must return to work within fourteen (14) calendar days from the date of the mailing of notification. The laid off employee with the most seniority within their respective class who responds to notification shall be rehired.

Section 9.5 - Vacancies

Vacancies of positions which are a direct result of death, retirement, discharge, resignation or the creation of a new position shall be filled pursuant to the following procedure:

- a. The vacant position shall be adequately publicized both within and without the system including a notice by posting in every school.
- b. Such notice of vacancy shall set forth the qualifications for the position.
- c. Persons desiring to apply for such vacancy shall file their applications in writing with the Superintendent of Schools within the time limit specified within the notice.
- d. Such positions shall be filled on the basis of qualifications. Final determination will be made by the Superintendent of Schools.
- e. There shall be no requirement to follow the above procedure by reason of transfers among employees where no vacancy occurs.

Section 9.6 - Seniority List

The Board shall prepare a list of bargaining unit employees showing their seniority and length of service with the Board and deliver same to the Union on December 1 of each year. New employees shall be added to this list upon completion of the probationary period. The Union shall be notified of all new hires with their address, start date, and job classification.

Section 9.7 - Probation

Newly hired bargaining unit members shall serve a probationary period of ninety (90) work days. During this period, the Board of Education may discipline probationary employees and those employees shall have no recourse to the grievance procedure. Probationary employees shall not be entitled to use paid personal days or sick days during their probationary period.

ARTICLE 10 - INSURANCE

Section 10.1

Employees in the bargaining unit shall be entitled to insurance coverage as provided below.

Section 10.2

In each case where the name of a particular company or plan has been used by the Board, the intent is to indicate a general type of insurance and not to establish a relationship with one particular company with any specific plan.

Section 10.3 - Health Insurance Coverage

The Board will provide health and dental insurance through the State Partnership Plan 2.0.

The Union hereby acknowledges that the State Partnership Plan provides substantially similar coverage to the parties 2012-2016 health and dental insurance plans and waives its right to challenge the State Partnership Plan's level of coverage with the Board of Education, any arbitrator or arbitration panel.

Should any Federal statute or regulation pertaining to IRC §4980I be mandated to take effect triggering the imposition of an excise tax with respect to any of the contractually agreed upon insurance plans offered herein, the parties agree to commence mid-term negotiations in accordance with MERA. During such mid-term negotiations, the parties will reopen the parties' insurance provision for the purpose of addressing the impact of the excise tax. No other provision of the contract shall be reopened during such mid-term negotiations.

In the event the parties experience catastrophic claims experience and/or the State Partnership Plan's rates experience a significant increase, the Board may determine, at its option, to withdraw from the

State Partnership Plan. If such withdrawal triggers the imposition of financial penalties, the parties agree to engage in mid-term negotiations to discuss the impact of any such related financial penalties.

The parties further agree that, in the event of a withdrawal from the State Partnership Plan, the Board shall submit a new comparable insurance plan to the union. The Union shall have thirty (30) days to determine if said coverage is comparable. If the Union determines said coverage is not comparable, the issue of comparability shall be submitted to arbitration under the rules of the American Arbitration Association.

Section 10.4

For employees working thirty (30) or more hours per week on a regular basis, the Board of Education will pay a portion of the cost of single coverage during the duration of this contract per the schedule below. Each employee's portion of the cost of his or her insurance will be paid by automatic payroll deduction.

	<u>Board Portion</u>	<u>Employee Portion</u>
2021-2024	80%	20%

Section 10.5

For all part-time employees working twenty (20) or more hours per week but less than thirty (30) hours per week, the Board of Education will pay a portion of the cost of single coverage during the duration of this contract per the schedule below. Each employee's portion of the cost of his or her insurance will be paid by automatic payroll deduction.

	<u>Board Portion</u>	<u>Employee Portion</u>
2021-2024	76.5%	23.5%

Section 10.6

Two person and family coverage is available for custodial and nurse employees at the premium cost sharing percentages outlined below.

	<u>Board Portion</u>	<u>Employee Portion</u>
2021-2024	80%	20%

Effective July 1, 2021, paraprofessionals, working thirty (30) or more hours per week on a regular basis, and who have worked for the district for five (5) consecutive years, shall be eligible for two person and family coverage at the same percentage contribution outlined above.

Section 10.7

Group term Life Insurance. The Board will pay all costs for each employee for a \$50,000.00 term life insurance policy.

Section 10.8

The Board agrees to handle the disbursement of monies for pre-tax deductions from employee wages for Tax Sheltered Annuity Plans for the companies which the Board has information sharing agreements.

ARTICLE 11 - GRIEVANCE PROCEDURE

Section 11.1 - Definition

- A. A "grievance" is defined as a written complaint, alleging a specific violation, misapplication, or misinterpretation of at least one provision of this Agreement.
- B. A "grievant" is a member of the bargaining unit making a claim that a grievance has occurred to his/her detriment.
- C. The term "days" means days when school is in session.

Section 11.2 - Time Limit for Filing a Grievance

A grievance shall be deemed to be waived unless submitted in writing at Step One (Formal Procedure) within twenty (20) days from the date the grievant knew or should have known of the cause of the grievance.

Section 11.3 - Procedures

A. Informal

A unit member with a grievance may discuss it with the building principal involved with the objective of resolving the matter informally.

B. Formal

1. Step One - Building Principal

If the grievant is not satisfied with the disposition of his/her problem or if the problem is not resolved through informal procedure, he/she shall have the right to present the grievance to the building principal. The principal shall meet with the Union representative and/or the grievant and issue a written response within seven (7) days after such meeting but not later than ten (10) days after submission of the grievance.

2. Step Two - Superintendent of Schools

When the answer to Step One does not resolve the grievance, the grievance may be submitted to the Superintendent of Schools by the grievant or the Union on the grievant's behalf within seven (7) days of the previous response or if no response is given within seventeen days of the submission of the grievance to the building principal. Within seven (7) days of the receipt of the grievance, the Superintendent will meet with the Union representative and/or the grievant and will issue a decision within seven (7) days following such meeting.

3. Step Three - Board of Education

If the grievance is not resolved through Step Two, the unit member or the Union representative on behalf of the unit member may submit the grievance to the Board of Education within seven (7) days of the Step Two response or within eight (8) days after the Superintendent should have responded. The Board of Education will hear the grievance within thirty (30) days of the submission of the grievance. The Board of Education may appoint a committee to hear and decide said grievance.

4. Step Four - Arbitration

Within fourteen (14) days of the Board of Education's answer at Step Three, or if no meeting is held at Step three, the Union at its sole discretion, may submit the grievance to arbitration. Grievance arbitration submissions will be alternated between panels of the State Board of Mediation and Arbitration and panels of the American Arbitration Association.

The first arbitration under this provision will be submitted to the State Board of Mediation and Arbitration for review by one of its panels. The next arbitration submission will be submitted to the American Arbitration Association for review by one of its panels. Later submissions will follow the same cycle.

The parties shall share equally the cost of the arbitration. The arbitrator(s) shall have no power to add to, modify or subtract from this Agreement, and his/her award shall be binding on both parties.

The grievant and one (1) union representative shall be afforded the reasonable and necessary time off without loss of pay to attend grievance arbitration hearings pursuant to step four of the grievance procedure, provided these employees were scheduled to work at the times scheduled for such hearings.

Section 11.4 - Miscellaneous

If the Union or the grievant does not meet the time limits for submission to the next step, the grievance will be presumed settled. If the employer does not meet the time limits, the grievance may be automatically processed to the next step. Extensions may be afforded either party by mutual consent in writing if the Union representative and the Superintendent agree.

ARTICLE 12 - SAVINGS CLAUSE

Section 12.1

If any section, sentence, clause or phrase of this Agreement shall be held for any reason to be inoperative, void or invalid, the validity of the remaining portions of this Agreement shall not be affected thereby; it being the intention of the parties in adopting this Agreement that no portion thereof or provision herein shall become inoperative or fail by reason of the invalidity of any portion or provision, and the parties do hereby declare that they would have severally approved of and adopted the provisions contained herein, separately and apart from the other.

ARTICLE 13 - DISCIPLINE

Section 13.1

All disciplinary actions shall be for just cause.

Section 13.2

Disciplinary action shall be defined as a written warning, suspension or termination and shall be normally administered progressively in that order, except in cases of serious misconduct.

Section 13.3

Records of disciplinary actions taken against employees may not be used in any future disciplinary proceedings or arbitrations based on the following schedule, as long as the employee receives no further discipline during the period noted in the schedule:

- a. For a three-day suspension or more, the record may not be used after four years without further disciplinary incidents.
- b. For a suspension of less than three days, the record may not be used after three years without further disciplinary incidents.

- c. For a written reprimand, the record may not be used after two years without further disciplinary incidents.

Notwithstanding the above, any discipline involving allegations of student abuse shall not be subject to the schedule and shall remain in and be part of the employee's file and work record.

Section 13.4

Probationary employees have no recourse to the grievance procedure under this Article. (See Article 9, Seniority, Section 9.7.)

ARTICLE 14 - EVALUATION

Section 14.1

The annual written performance evaluation of each paraprofessional shall be drafted by the principal based on written input from the certified employee who works most closely with the paraprofessional.

Section 14.2

The written input shall be filed and maintained separately from paraprofessional's personnel file and may be obtained by the union only in the case of the filing of a grievance by the union.

Section 14.3

Only Evaluations which are rated "overall unsatisfactory" may be grieved. Such grievances shall start at the Superintendents level.

Section 14.4

The Principal may give an "overall unsatisfactory" evaluation only where 20% or more of the criteria on the evaluation form have been marked unsatisfactory.

ARTICLE 15 - PERSONNEL RECORDS

- A. An employee may review his or her central office personnel file within two (2) business days' notice. Work in progress shall not be subject to review.
- B. Evaluative and disciplinary material shall not be placed in the employee's file unless the employee has had an opportunity to read the material. If an employee is asked to sign for receipt of evaluative or disciplinary material, his or her signature shall indicate only receipt and not agreement with the content of the document.

- C. If an employee disagrees with evaluative or disciplinary documents, he or she may submit a written statement explaining his or her disagreement, which will be kept in the file.

ARTICLE 16 - HOMEBOUND TUTORING

Paraprofessional employees may, at the discretion of the principal, be assigned to tutor homebound students or students temporarily placed in a hospital or rehabilitation center under the following circumstances:

- A. Such assignments will be made only if no employee inside or outside the bargaining unit volunteers for the work.
- B. The employee must have a bachelor's degree from a bona fide college or university.
- C. The employee must otherwise be qualified for the work based on fitness and temperament and have a rapport with the student.
- D. Paraprofessionals will be selected in rotation in reverse order of seniority.

ARTICLE 17 - DURATION

Section 17.1

This Agreement shall be effective July 1, 2021 and shall be in full force and effect from that date through and including June 30, 2024.

ARTICLE 18 - MISCELLANEOUS


Section 18.1

The Union shall have the option to meet with the Superintendent of Schools, and/or his or her designee, on a biweekly basis to address concerns related to employment concerns and educational matters. Such meetings shall be held on a biweekly basis from 8:00 a.m. to 8:15 a.m. Employees who choose to attend these meetings will be paid for their attendance at their regularly hourly rate.

Section 18.2

Paraprofessionals shall be notified of their employment status by June 30. For the purposes of this provision, employment status shall not mean that a paraprofessional shall be notified of his or her specific assignment by June 30.

EASTFORD BOARD OF EDUCATION

By: 
Stephen Bowen, Chairperson

Date: 7-7-21

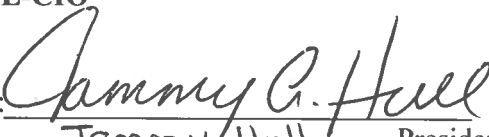
By: _____

Date: _____

By: _____

Date: _____

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

By: 
Tammy Hull, President

Date: 7-2-21

By: _____
, Staff Representative

Date: _____

Section 18.3

The Board will provide custodians with one set of gloves and a poncho for inclement weather.

APPENDIX A

HOURLY WAGE SCHEDULE

The Superintendent shall have the discretion to place new hires on a salary step commensurate with their experience and qualifications. In no event, however, shall the superintendent place a new hire above Step 3 in the salary schedule.

Step	2021-22		2022-23	
	Paraprofessional	Custodian	Paraprofessional	Custodian
1	16.66	17.29	17.03	17.68
2	17.23	17.85	17.62	18.25
3	17.86	18.47	18.26	18.89
4	18.47	19.06	18.89	19.49
5	19.13	19.71	19.56	20.15
6	19.78	20.34	20.23	20.80
7	20.55	21.10	21.01	21.57

Step	2023-24	
	Paraprofessional	Custodian
1	17.41	18.08
2	18.02	18.66
3	18.67	19.32
4	19.32	19.93
5	20.00	20.60
6	20.69	21.27
7	21.48	22.06

Step	Nurse		
	2021-22	2022-23	2023-24
1	48,973	50,075	51,202
2	50,299	51,431	52,588
3	52,957	54,149	55,367
4	53,991	55,206	56,448
5	54,835	56,069	57,331
6	55,676	56,929	58,210
7	58,741	60,063	61,414

The above represents salaries for full time employment. Salary shall be prorated for part time employment. Full-time employment for the school nurse is thirty-six hours and fifteen minutes (36.25) per week.

The above noted salaries are for registered school nurses only. Should the Board hire a licensed practical nurse, said position shall be paid at 75% of the salary of the registered nurse.

A year of experience for purposes of step advancement shall mean at least 90 work days in a school year.

APPENDIX B

(For Informational Purposes Only)

§46a-60 Discriminatory employee practices prohibited

(a) It shall be a discriminatory practice in violation of this Section:

(7) For an employer, by himself or his agent:

- (A) to terminate a woman's employment because of her pregnancy;
- (B) to refuse to grant to that employee a reasonable leave of absence for disability resulting from her pregnancy;
- (C) to deny to that employee, who is disabled as a result of pregnancy, any compensation to which she is entitled as a result of the accumulation of disability or leave benefits accrued pursuant to plans maintained by the employer;
- (D) to fail or refuse to reinstate the employee to her original job or to an equivalent position with equivalent pay and accumulated seniority, retirement, fringe benefits and other service credits upon her signifying her intent to return unless, in the case of a private employer, the employers circumstances have so changed as to make it impossible or unreasonable to do so;
- (E) to fail or refuse to make a reasonable effort to transfer a pregnant employee to any suitable temporary position which may be available in any case in which an employee gives written notice of her pregnancy to her employer and the employer or pregnant employee may cause injury to the employee or fetus;
- (F) to fail or refuse to inform the pregnant employee that a transfer pursuant to subparagraph (E) of this subdivision may be appealed under the provisions of this chapter; or
- (G) to fail or refuse to inform his employees, by any reasonable means, that they must give written notice of their pregnancy in order to be eligible for transfer to a temporary position.