

AGREEMENT

between

REGIONAL SCHOOL DISTRICT NO. 14
BOARD OF EDUCATION

and

NONNEWAUG INSTRUCTIONAL SUPPORT UNION
LOCAL 1303-443 OF COUNCIL 4, AFSCME, AFL-CIO
JULY 1, 2019- JUNE 30, 2022

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THIS AGREEMENT MADE AS OF JUNE 18, 2019 by and between the REGION NO. 14 BOARD OF EDUCATION (hereinafter referred to as the "Board") and the Local 1303-443 of Council 4 AFSCME, AFL-CIO NONNEWAUG INSTRUCTIONAL SUPPORT (hereinafter referred to as the "Union").

ARTICLE I **BOARD RIGHTS**

- 1.1** Subject to the provisions of this Agreement, the Union recognizes that the Board and the Superintendent of Schools reserve and retain full rights, authority, and discretion, in the proper discharge of their duties and responsibilities to control, supervise and manage the schools and its staff under governing law, ordinances, rules and regulations, including but not limited to the right to hire, transfer, promote, retain, discipline or discharge, to establish and maintain standards of quality, efficient operation and employee competency (including the assignment, reorganization, or discontinuance of services, positions, or programs in whole or in part), to relieve employees from duties because of lack of work and to determine schedules of operations. These inherent Management Rights are not in any way directly or indirectly subject to the grievance procedure. Any item not covered by this Agreement may be governed by a) existing written policies, rules or regulations of the Board, b) the modification of existing policies, rules, or regulations or c) the adoption of new policies, rules or regulations. If not specifically set forth in this Agreement, there shall be no abridgment or diminution of any function, authority, right or responsibility of the Board. However, where any policy, rule or regulation of the Board is in conflict with any specific provision of this Agreement, this Agreement shall prevail.

ARTICLE II **SAVINGS CLAUSE**

- 2.1** If any provision of this Agreement is, or shall at any time be found contrary to law, then that provision shall not be applicable, except to the extent permitted by law, and the Board and the Union shall jointly consider the effect of such a finding and determine what, if any, future action may be required. During this period, all other provisions shall continue in effect.

ARTICLE III **RECOGNITION**

- 3.1** The Nonnewaug Regional School District No. 14 (hereinafter called the "Board") recognizes Local 1303-443 of Council 4, American Federation of State, County and Municipal Employees (hereinafter called the "Union") as the exclusive representative for the purposes of collective bargaining with respect to wages, hours, and other conditions of employment pursuant to the Municipal Employee Relations Act, for all Instructional Support Staff.

ARTICLE IV **NO STRIKE/NO LOCK-OUT**

4.1 **No strike**

Employees included in this Agreement shall not hinder the Board's operation by strike or withholding of services, and the Board shall not pursue lock-out tactics in any part of its operation.

GRIEVANCE PROCEDURES

5.1 Definitions

A "Grievance" is defined as any alleged violation, misinterpretation or misapplication of a specific section of this contract.

B. The term "days", except where otherwise indicated, means working school days.

5.2 Purposes

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may arise between the parties.

Both parties agree these proceedings shall be kept as informal and confidential as may be appropriate and permitted by law at any level of the procedure.

5.3 Time Limits

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement in writing. If the grievant fails to comply with the time lines of this Article, the grievance shall be considered waived.

5.4 Informal Procedures

If an employee thinks that he/she may have a grievance, he/she will first discuss the matter with the immediate supervisor.

If, after such a discussion, the employee is not satisfied with the disposition of the matter, he/she shall have the right to have the Union assist him/her in further efforts to resolve the problem informally with the immediate supervisor, or principal or Director of Special Services.

5.5 Formal Procedure

Level One - School Principal or Immediate Supervisor

If the grievant is not satisfied with the disposition of the problem through informal procedures, he/she may submit his/her claim as a formal grievance in writing to his/her principal. Such claim shall be submitted within fourteen (14) calendar days of the event giving rise to the grievance. The written grievance shall contain a statement of the facts upon which the grievance is based and the sections of the contract allegedly violated.

The principal or supervisor shall within ten (10) day's of receipt of the grievance render a decision and the reasons therefore in writing to the grievant with a copy to the Union.

Level Two - Superintendent of Schools

If the grievant is not satisfied with the disposition of the grievance at Level One, within five (5) days of receipt of the decision or in the event that no decision has been rendered within ten (10) days after presentation of the grievance, the grievant shall submit it in writing to the Superintendent.

Within ten (10) days after receipt of the written grievance by the Superintendent, the Superintendent shall meet with the grievant to hear the grievance. The grievant may be accompanied by a representative of the Union. Within ten (10) days of the meeting, the Superintendent shall render a decision.

Level Three - Board of Education

If the grievant is not satisfied with the disposition of the grievance at Level Two, within five (5) days of receipt of the decision or in the event that no decision has been rendered within ten (10) days of the receipt of the grievance by the Superintendent, the grievance shall be presented to the board of Education or its designee, through the Superintendent of Schools. The Board shall conduct a hearing within thirty (30) days of receipt of the grievance and render a written decision within ten (10) days of the hearing.

The member of the Union may, within fifteen (15) days of notification of the disposition of the grievance under Level Three, proceed to the Level Four upon written notice to the Board.

Level Four

If the grievance is not resolved within fifteen (15) school days of receipt of the Board's decision, the Union may process the grievance for arbitration by submitting it to the Connecticut Board of Mediation and Arbitration, with a copy to the other party. The Board shall hear the grievance under its rules and regulations and shall render a decision based upon its interpretation of the contract language. The decision of the Connecticut Board of Mediation and Arbitration shall be final and binding upon the employer, the employees and the Union. Any expenses incurred for such procedure shall be shared equally by the Union and the Board of Education.

In the event the grievance concerns termination of an employee, the parties agree that instead of the Connecticut Board of Mediation and Arbitration, the matter will be referred to American Arbitration Association for arbitration pursuant to its voluntary rules. The award shall be final and binding and the cost of the process will be shared equally by the union and the Board.

The arbitrator shall hear and decide only one grievance in each case. The arbitrator or arbitration panel shall have no power in any matter to make an award which amends, adds to, subtracts from, or eliminates any provision of this Agreement. The decision of the arbitrator shall be final and binding on all parties.

ARTICLE VI **EMPLOYMENT PRACTICES**

6.1 Conditions of Employment

Neither the Board nor the Union shall discriminate against any employee or applicant for employment or in any matter relating to employment in violation of federal and/or state law.

6.2 Appointments to New Positions

Notice of vacancies and/or instructional support positions shall be posted in all schools for five (5) working days. A copy will be mailed to the Union President. All qualified employees, full or part-time, shall be given an opportunity to make application for such openings. Qualifications being equal, as determined by the Superintendent, the most senior employee who has applied for the position shall be given preference.

Should a position(s) become available the District will notify the bargaining unit members by e-mail to allow members to apply for the vacancy during the summer break. However, each member of the bargaining unit is responsible for a) furnishing to the District an accurate personal e-mail address for the summer, and b) receipt of the e-mail.

A bargaining unit employee newly appointed to a position shall serve ninety (90) day probationary period in the new position. Should the employee's performance or the needs of the District result in removing the bargaining unit member from the position during the probationary period, the bargaining unit member will have the opportunity to move to another bargaining unit position if available.

6.3 Work Schedules

Work Year

The work year shall be in accordance with the school year calendar established for Nonnewaug Regional School District No. 14 and 3 (three) professional development days. The number of days worked in a school year and the number of hours worked in a day shall be determined by the Superintendent of Schools or his/her designee and in accordance with the District's needs and the budget.

Employees working in excess of their scheduled hours shall be paid such hours at their regular rate provided the excess hours have been pre-approved by the Superintendent or Building Administrator as designee.

Instructional Support staff may be assigned to lunch, recess and bus duties by the building administrator.

6.4 School Closings

All employees shall be paid the number of hours specified in their annual salary agreement when unscheduled late openings, early dismissal or an emergency of any nature is declared by the administration.

On days that have been scheduled in advance as a modified work day, in-service, or early dismissal, instructional support staff shall be assigned by the District to participate in training sessions, professional development or other job-related activities for the remainder of the school day.

6.5 Assignment

Instructional Support Staff already in the school system shall receive notice of their assignment for the coming school year not later than August 1st, or five (5) days before any transfer taking place during the school year, whichever is applicable. Such notice shall include school assignment.

6.6 Seniority

Should reduction in the instructional support workforce become necessary, such reduction shall first be effected on the basis of seniority. However, seniority may not be the controlling factor if the Board can demonstrate the need for special skills and qualifications in a particular position. If such a need arises the Board will discuss with the Union prior to implementation.

The length of services for employees hired prior to July 1, 2010 shall be defined as the length of continuous service in the Region #14 School District, commencing on the date of initial full time employment.

The length of service for Instructional Support staff hired on or after July 1, 2010, regardless of previous employment with the district, shall begin on the date of hire to a position within the bargaining unit.

For purposes of this Article, seniority for employees shall be defined as the length of continuous service in the bargaining unit in the Region No. 14 School District, commencing on the date of initial employment. In the event of layoff, service shall be deemed to be uninterrupted while on the recall list.

The Board shall maintain a recall list containing the names of all bargaining unit employees whose employment contracts are terminated or reduced due to the elimination or reduction of position. In the event that a vacancy is created within the bargaining unit of the terminated employee within one (1) year of termination, those on the recall list shall be notified, in the inverse order of layoff, by certified mail, return receipt requested. The former employee shall accept the offer of employment within seventy-two hours from receipt of such notice. In the event that the employee fails to accept an offer of employment during the term of the layoff, then the employee's name will be removed from the recall list. In any event, the employee's name will be removed from the recall list one year from layoff. Seniority may not be the controlling factor in recall from layoff if special skills and qualifications exist for a particular position.

**ARTICLE VII
APPROVED ABSENCES**

7.1 Members eligible for approved absences must be scheduled to work twenty-five (25) or more hours per week.

7.2 Sick Leave

Eligible employees shall be allowed ten (10) days per year for personal illness, cumulative to 100. Any absence in excess of four (4) consecutive days for personal illness shall, if requested, be substantiated by a physician's certificate satisfactory to the Superintendent or his designee.

7.3 Personal Days

All eligible Instructional Support Staff shall be entitled to three (3) days leave of absence with pay each year for personal, legal, religious, business, or family matters, i.e., birth of child, marriage, serious illness in the Instructional Support's household or immediate family, which requires absence during school hours. Leaves of absence for these purposes shall be in addition to any sick leave accumulated. A request is to be made to the administration forty-eight (48) hours in advance stating reasons as listed above. The administration shall exercise reasonable discretion in granting the use of a personal day. Personal leave shall only be used for necessary and unavoidable business that cannot otherwise be conducted outside of the workday and for which arrangements cannot be made outside the workday or on other than a workday because of reasons beyond the control of the employee.

7.4 Absence Due to Death in the Family

Leave shall be granted with full pay for all work days included in the three (3) calendar days immediately following a death in the household or in the immediate family; i.e., spouse, child, parent, parent-in-law, stepchild, brother, sister, grandparents, brother/sister-in-law and aunt/uncle. This leave shall not be deducted from any sick or personal leave time. An additional day may be granted to attend the funeral of any non-listed relative or friend upon a specific request to the superintendent or his designee. If granted, the leave shall not be deducted from any sick or personal leave time.

7.5 Jury Duty

Any Instructional Support Staff who is called for jury duty shall receive the necessary leave to fulfill this legal obligation. This leave shall not be deducted from any leave. For the period of jury duty, the Instructional Support staff shall receive from the Board of Education the difference between the juror compensation and the employee's regular rate of pay. If an employee is released early from jury duty he must report to work. All compensation shall be based upon official documentation.

The employee called for jury duty shall notify the Superintendent in writing as soon as the employee has received either a notice from the court indicating that he/she has been selected for service on the jury panel or notice to appear in court for service on the jury panel.

7.6 Leaves without Pay

Leaves of absence without pay may be granted by the Superintendent in his sole discretion, for a limited, definite period not to exceed one (1) year for health reasons, upon continued advice of a physician and other personal reasons. If the employee wishes to continue medical coverage they will accept and pay the full cost of the coverage during such leave.

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 shall expire automatically at the date of expiration approved for the leave. If an extension is required, such extension must be approved by the Board.

It is expected that, as far as possible, leave will be so arranged as to begin or end at the close of the school year.

Accumulated seniority shall not be lost during the leave of absence.

An employee returning from leave shall commence re-employment at the same level as if he/she had not taken a leave of absence.

The employee shall, if he/she so desires, receive life insurance benefits at group rates paid for by the employee while he/she is on leave of absence without pay.

- 7.7 Upon death of an employee, the employee's estate shall receive 40% of unused sick leave days in monies at the hourly rates in effect.
- 7.8 Upon retirement employees shall receive twenty-seven percent (27%) of unused sick days at the hourly rates currently in effect to a maximum of fifteen (15) days.

ARTICLE VIII

INSURANCE BENEFITS

8.1 Workers' Compensation

Whenever an employee is absent from work as a result of personal injury compensable under the Connecticut Workers' Compensation law, full salary, less the amount of weekly compensation award, shall be paid. Such absence will not be charged to the employee's annual sick leave or any leave.

8.2 Insurance and Health Benefits

Instructional Support staff will have the option of a PPO Plan or an H.S.A. plan under the following guidelines:

--PPO plan:

- Single coverage only
- The employee may purchase family medical coverage at group rates at the employee's own option and expense, as it may be permitted by the Board's insurance carrier.
- Mirrors the central office plan on file at the Central office for all coverage including prescription drugs
- Copay for premium cost 25% commencing in 2016-2017.
- Dental coverage will be under the plan on file for the Region.

--H.S.A.

- Single coverage for 2010-11
- Coverage for families effective 2011-12
- \$2,000 individual and \$4,000 family deductible.
- Dental coverage will be under the plan on file for the Region.
- Employee premium cost shall be 15% commencing in 2019-2020, 16% commencing in 2020-2021, and 17% commencing in 2021-2022.

The Board will fund 50% (\$1,000/\$2,000) of the deductible of this H.S.A. plan in 2019-2020, 40% (\$800/\$1,600) in 2020-2021, and 25% (\$500/\$1,000) in 2021-2022, with any Board funding provided on a pro-rated basis subject to IRS and H.S.A. rules, regulations and law.

A copy of the Board's health insurance and dental plans are on file in the superintendent's office and are available for inspection. All the above specified co-pays, deductibles and premium cost sharing provisions are subject to any limitations provided under law. Accordingly, the Board shall deduct employee co-pays on a biweekly basis. Said deductions are subject to IRS §125 Plan Treatment, at the employee's option.

In order to be eligible for insurance and health benefits, the employee must be scheduled to work twenty-five (25) or more hours per week.

Group life insurance for the employee in the amount of Twenty five Thousand (\$25,000) Dollars.

The Board may substitute any insurance carrier for any other insurance carrier specifically named in the contract so long as it has the written consent of the Union. The intent of this section is to afford the Board an opportunity to provide insurance coverage similar to named carrier insurance coverage but at a reduced rate, if possible. The Union shall not unreasonably withhold its approval. The Board may submit this matter to the State Board of Mediation and Arbitration for a binding arbitration award pursuant to the rules of that Agency. In addition, the parties agree that during the life of this Agreement, they may meet to consider the viability of participating in the Connecticut Partnership Plan 2.0. Nothing herein shall be deemed to create an obligation to bargain over such participation, and nothing herein shall be deemed to require the Board to agree to enroll or actually enroll in the Partnership Plan.

If the total cost of a group health insurance option offered under this contract triggers the Excise Tax provision of the Patient Protection and Affordable Care Act during the course of this contract, either party shall have the right to initiate negotiations. Such negotiations shall be limited solely to medical insurance issues only.

ARTICLE IX **COMPENSATION**

9.1 Instructional Support Hourly Wage Schedule

All newly hired Instructional Support Staff will be placed on Step 1 of the hourly wage schedule during the first year of employment within the appropriate experience/education lane.

9.2 Step 1 equates to the beginning of the first year of employment if begun prior to January 1st and the second year of employment.

Step 2 equates to the beginning of the third and fourth years of employment.

Step 3 equates to the beginning of the fifth year of employment and beyond.

See Appendix A for the wage scale.

9.3 All newly hired Instructional Support Staff shall start at Step 1 of the hourly wage schedule, with any right to step movement specified in Appendix A.

9.4 An Instructional Support staff with ten (10) years of continuous employment as an instructional support staff shall receive in a lump sum of Two Hundred Fifty (\$250.00) Dollars. After fifteen years, Four Hundred Fifty (\$450.00) Dollars. All longevity payments must be paid the end of the school year. An employee must work the entire year to be eligible to receive the longevity stipend.

9.5 When an Instructional Support staff is required to substitute for more than 50% of a school day, the Instructional Support staff shall receive a stipend of \$50.00.

9.6 Effective July 1, 2016, all Instructional Support staff will be required to receive their pay through automatic direct deposit to the financial institution of his/her choice.

ARTICLE X

HOLIDAYS

- 10.1** In order to receive holiday pay, individuals must be scheduled to work twenty-five (25) hours or more per week.

Columbus Day
Christmas Day
Good Friday
Memorial Day

Thanksgiving Day
New Year's Day
President's Day
Martin Luther King Day

Employees will have a paid early dismissal on the Wednesday before the Thanksgiving Day holiday.

Beginning in the 2016-2017 school year, the Day after Thanksgiving will be a paid holiday.

ARTICLE XI

UNION RIGHTS

11.1 Printing of Contract

The Central Office will email all members a copy of the signed contract, post the contract on the district website and email a signed copy to the Union within two (2) weeks of completion of the document. The Board shall provide a copy (electronic or otherwise) of the contract to each new employee upon hire.

ARTICLE XII

RIGHT OF ROSTER INFORMATION

- 12.1** Within ten (10) school days of a written request from the Union, the Central Office will provide the President of the Union with a complete list of Instructional Support Staff and school assignments and titles.

ARTICLE XIII

DUES DEDUCTION

- 13.1** Union dues or agency service fees when (and as long as) duly and voluntarily authorized by the employee shall be deducted in ten (10) monthly installments beginning the second payroll period in September and each month thereafter.
- 13.2** The names of Instructional Support Staff employed to fill positions covered by the Agreement shall be furnished to the Union by the Board.
- 13.3** The deductions shall be sent to the Financial Officer of Local 1303 of Council 4 no later than fifteen (15) calendar days from the day for which they are deducted.
- 13.4** Upon receipt of an individually signed authorization, the Board agrees to deduct monthly from the wages of employees who on the date of the Agreement are or thereafter become members of the Union or elect to pay a service fee in lieu thereof, whatever sum is established by the Union as the regular monthly dues uniformly required as a condition of retaining membership therein.

The sum which represents such monthly dues deductions shall be certified to the Board as constituting such dues deductions by the duly authorized financial officer of the Union. If the sum once certified is changed, the amount deducted from the earnings of an employee who has authorized such deductions shall not be increased until thirty (30) days written notice of such change has been received by the Board from a duly authorized officer of the Union.

- 13.5** The Board agrees to deduct Union dues or the agency service fee from the salaries of the Instructional Support Staff following authorization in writing by each Instructional Support staff, and holds them harmless in such process.
- 13.6** The Union agrees to defend, indemnify and save the Board harmless against any and all claims, demands, suits or other forms of liabilities, including but not limited to, all legal fees and costs that shall arise out of or by reason of any action taken or not taken by the Board for the purpose of complying with any of the provisions of this agreement regarding dues/fees.

ARTICLE XIV **403B PLAN**

- 14.1** Bargaining unit members will be allowed to participate in an Internal Revenue Code §403B defined contribution retirement savings plan. The union may chose the administrator of such plan so long as there is no administrative cost to the Board. The Board will contribute two percent (2%) of each employee's annual income. The employee may contribute any voluntary contribution amount permitted under the terms of the plan.

ARTICLE XV **MISCELLANEOUS**

15.1 **Full and Complete Agreement**

This Agreement contains the full and complete agreement between the parties. Any item not covered by this Agreement may be governed by existing written policies, rules or regulations of the Board, or by the modification of existing policies, rules, or regulations or the adoption of new policies, rules or regulations. Where any policy, rule or regulation of the Board is in conflict with any specific provision of this Agreement, this Agreement shall prevail.

15.2 **Gender Statement**

Any reference in this Agreement to the masculine gender shall be deemed to include the feminine and any reference to the feminine gender shall be deemed to include the masculine.

15.3 Alteration of Agreement

Neither party shall be required to negotiate upon any issue concerning the terms and conditions of employment for the duration of this Agreement, whether or not said issue is covered in the Agreement. In the event, the parties mutually agree to negotiate upon any issue, any modification of this Agreement shall be reduced to writing, signed by the parties, and become an appendix to this Agreement.

15.4 Waiver

The waiver of any breach or condition of this Agreement by either the Board or the Union shall not constitute a precedent in the future enforcement of all the terms and conditions herein. All past practices, procedures and customs not specifically incorporated in or protected by this Agreement are hereby rendered null and void.

ARTICLE XVI **DURATION**

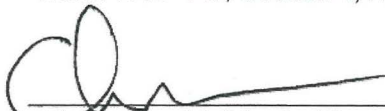
16.1 This Agreement shall take effect July 1, 2019, and shall remain in full force and effect through June 30, 2022.

IN WITNESS WHEREOF, the parties have affixed their signatures hereto.

Regional School District No. 14


Chair, Region 14 Board of Education

Nonnewaug Instructional Support Union
Local 1303-443, Council 4, AFSCME, AFL-CIO


Christopher M. Martinelli
President


Jean McDevitt
Vice-President


Kathleen S. Cooper
Staff Representative
Council 4, AFSCME, AFL-CIO

APPENDIX A – SALARY SCHEDULE

	Step	Experience Rate	Associates Degree Rate	Bachelor's Degree Rate
2019-2020			(2.0% increase)	
1-2 years	1	22.43	23.68	24.92
3-4 years	2	24.92	26.16	27.42
5 and above	3	27.42	28.67	29.92
2020-2021			2.25% increase)	
1-2 years	1	22.93	24.22	25.48
3-4 years	2	25.48	26.75	28.03
5 and above	3	28.03	29.32	30.59
2021-22			(2.5% increase)	
1-2 years	1	23.51	24.82	26.12
3-4 years	2	26.88	27.42	28.74
5 and above	3	28.74	30.05	31.35