

AGREEMENT

BETWEEN

THE

THOMASTON BOARD OF EDUCATION

AND

**LOCAL 1303-97 OF CONNECTICUT
COUNCIL 4
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO**

JULY 1, 2021 THROUGH JUNE 30, 2025

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE(S)</u>
	Introduction	1
	Preamble	1
I	Recognition	1
II	Union Security	2-3
III	Seniority	3-7
IV	Work Year, Hours of Work, Overtime and Holiday Premium Pay	8-14
V	Holidays	14-15
VI	Vacations	16-18
VII	Leave Provisions	18-22
VIII	Grievance Procedure	23-24
IX	Disciplinary Procedures	24-25
X	Wages	25
XI	Safety and Health	26
XII	Insurance Benefits	26-31
XIII	Retirement Benefits	32-33
XIV	Savings Clause	33-34
XV	Miscellaneous	34-35
XVI	Duration	36
Appendix A	Wages	37-40

INTRODUCTION

This Agreement is made and entered into by and between the Thomaston Board of Education (hereinafter referred to as the "Board") and Local 1303 of Council #4 of the American Federation of State, County and Municipal Employees, AFL-CIO, (hereinafter referred to as either the "Union" or "Council 4").

PREAMBLE

It is the intent and purpose of the parties hereto that their agreements promote and improve the quality of work in the school system of the Town of Thomaston, provide for orderly employee relations and negotiations between the Board and the Union and to secure a prompt and fair disposition of grievances.

ARTICLE I **RECOGNITION**

Section 1.0

The Board hereby recognizes the Union as the sole and exclusive bargaining agent for purposes of collective bargaining on matters of wages, hours of employment and other conditions of employment for all secretaries, school nurses, custodians, the Senior Support Technician, the Computer Network Specialist and the End User employed twenty (20) or more hours per week (excluding the secretary to the Superintendent of Schools and the less than twenty (20) hours per regular workweek Benefits Administrator/Assistant Bookkeeper positions) and all paraprofessionals who work fifteen (15) or more hours per week, as certified by the Connecticut State Labor Relations Board.

Section 1.1

The Union recognizes the right of the Board to hire, suspend or discharge for just cause, to transfer employees to new duties, or its rights to relieve employees from duties because of lack of work or for other legitimate reasons, or to extend, limit or curtail its operations when in its sole discretion it may deem it advisable to do so. Such rights shall not be limited except as specifically set forth in this Agreement. No action taken by the Board other than as there are specific provisions herein contained shall be subject to the grievance procedure provisions of this Agreement.

ARTICLE II **UNION SECURITY**

Section 2.0

Each employee will be offered an opportunity to join the Union. Each employee who elects to join the Union shall sign and deliver to the Union treasurer an authorization for the payroll deduction of membership dues of the Union. Such authorization shall be delivered to the Board and shall continue in effect until revoked by the employee by written notice to the Union and the Union has notified the Board by written notice that the employee no longer wants to be a member of the Union.

Section 2.1

The Secretary of the Union will supply the Board with signed authorizations of employees from whose wages dues are to be deducted. The Board's itemized report showing employees' names and dues deducted shall be forwarded to the respective Council #4 office no later than the last day of each month.

Section 2.2

The Board agrees to deduct monthly dues, as certified by the Secretary of the Union, from the wages of all employees covered by this Agreement who submit to the Board a written authorization for dues deduction. The Union shall save the Board harmless from any and all claims, demands, suits or judgments arising from the implementation of this Section.

Section 2.3

The dues deduction for each month will be made during the first payroll period of each month and the total amount so deducted will be remitted to the Council #4 office, along with an itemized list of employees, showing the amount of dues deducted.

Section 2.4

The Board agrees that there will be no lockout of any employee or employees during the life of this Agreement. The Union and each employee agree that they shall not engage in any strike or any other concerted refusal to render services.

Section 2.5

The Union shall have the right and opportunity to hold an orientation session with all newly hired employees ("new hire"). The orientation will be held within thirty (30) calendar days after the date of hire (date of hire is defined as the first day of actual employment with the Board) and shall be held during working hours at a

time agreed to by the Superintendent of Schools or his/her designee, not to exceed thirty (30) minutes in duration. The new hire will not be charged with leave time for attending the orientation session.

ARTICLE III **SENIORITY**

Section 3.0

The Board shall prepare a list of all employees in the bargaining unit showing their seniority in length of service with the Board commencing on the employee's first date of work as a member of the bargaining unit. The Board shall provide a copy of the aforementioned seniority list to the Union, upon written request, in each contract year. Upon completion of their probationary period new employees shall be added to this list.

In the event that two (2) or more bargaining unit members have the same seniority date (as set forth herein), the bargaining unit members with the same seniority date shall each draw a number. The number drawn shall be used to determine the seniority of the members in case of a layoff (number 1 shall be considered the highest number for the limited purpose of determining the sequential order of a layoff (from lowest to highest number)).

Section 3.1

New employees shall serve a probationary period of sixty (60) work days and shall have no seniority rights during this period, but shall be subject to all other provisions of this Agreement. For purposes of the probationary period, "work days" shall be defined as days the employee actually attends work. The wage rate for new employees shall be in accordance with Article X, Section 10.1. B. All employees who have completed this probationary period shall acquire length of service records as of their first day of actual employment with the Board. During the employee's probationary period no suspension, discipline or discharge shall be construed as a violation of any provisions of this Agreement or cause for or subject to the grievance or arbitration procedure as provided in Article VIII.

Section 3.2

It is understood that the Board has the right to eliminate positions and not fill vacancies.

Temporary Assignment

During the period of time that the position is vacant, the Board may assign a bargaining unit employee to the position on a temporary basis. A temporary

basis shall be defined as no more than sixty (60) calendar days, unless the Board and the Union agree to extend the period beyond sixty (60) calendar days.

Reassignment

Prior to posting a new position or a vacant position that the Board intends to fill, the Superintendent or his/her designee may reassign a bargaining unit member to the position, provided that the position is in the same classification as the employee's classification. Prior to implementing a reassignment, the Superintendent or his/her designee will meet with the impacted employee and Union President to advise them of the reasons for the reassignment.

Vacancies

If a new or vacant position is not filled by a reassignment, the vacancy shall be posted in each building and simultaneously posted on the Thomaston Public School's website for internal and external candidates for a period of a minimum of five (5) work days. Current bargaining unit employees will also receive notice of the vacancy at their Board email address at the time the position is posted.

The Board shall determine the qualifications necessary for the posted position. Such qualifications shall be reasonably related to the duties of the position.

If either no current bargaining unit employee(s) apply for the position or the Board determines that the internal candidate(s) who apply for the position do not have the requisite qualifications for the position, the Board may consider the outside candidates for the position. Accordingly, an external candidate will not be hired until all internal candidates who applied for the vacancy have either been awarded or denied the vacancy.

If two (2) or more bargaining unit employees apply for the position and the Board deems the candidates to be qualified for the position, the Board shall select the more qualified candidate. If the Board deems the qualified candidates to be equally qualified, the bargaining unit employee with the greater seniority shall be awarded the position.

In the event an internal candidate is selected for the position, the initial sixty (60) work day period in such position shall be considered a trial period. During the trial period, there shall be no change with respect to the employees eligibility for health, dental or a waiver of benefits. Work days shall be defined as days the employee actually attends work. The Board shall determine at the conclusion of the trial period (or sooner by mutual agreement of the Board and Union) whether to retain the employee in the position. If the employee is not retained in the position, she/he shall be returned to her/his prior position and wage rate.

Article III, Sections 3.3 A. and B. shall not apply to this provision of the contract.

For purposes of Article III, Section 3.2, the Board shall be defined as the Board or its designee.

The filling of such a vacancy which is included within the scope of this contract is subject to arbitration.

Section 3.3

When an employee is reassigned, in writing, by the Superintendent or his/her designee to a bargaining unit position in a higher wage rate, he/she shall receive the higher wage rate for all hours worked in the position.

When an employee is retained in a reassigned position or a vacant position within the applicable group (as set forth under Article III, Section 3.7) and has actually performed work in the position for a period of sixty (60) work days, exclusive of holidays, in a contract year, he/she shall be considered as qualified to hold the position to which he/she has been assigned.

Section 3.4

Layoff shall take effect as follows:

1. Probationary employees:
2. Part-time bargaining unit employees;
3. The employees with the least seniority first within the applicable group (as set forth under Article III, Section 3.7). However, in the event that an employee has greater seniority than an employee in the same group, he/she may bump the employee in a lower wage within the same group, if he/she is qualified to perform the work. With respect to paraprofessionals, bumping shall be in descending order (Paraprofessional I, Paraprofessional II, Paraprofessional III) if he/she is qualified to perform the work. An employee cannot bump up during a layoff to a higher wage rate or a greater number of weekly work hours.

Section 3.5

Employees laid-off for lack of work shall be rehired first within their pre-layoff group (as set forth under Article III, Section 3.7) and no new employee shall be hired in the applicable group until all laid-off employees in the applicable group and then laid off employees, by seniority, in the other groups (in descending order commencing with the highest group) set forth in Section 3.7 who are qualified to fill the position, have been given the opportunity to return to work. Qualifications for the position are determined by the Board.

An employee shall have recall rights for eighteen (18) months from the date of layoff (provided if a laid off employee during the last three (3) months of the eighteen (18) month period informs the Board in writing that he/she remains interested in recall, such individual will be provided with an additional six (6) months of recall rights (commencing with the first day following the last day of the eighteen (18) month period)). Notice of recall shall be mailed to the employee's last known address. Laid-off individuals are solely responsible for notifying the Board of their current address during the period of recall. Laid-off individuals are responsible for responding to a recall notice within seven (7) calendar days of the date that a recall notice is received and must return to work on the date selected by the Board, provided that the return date is at least fourteen (14) days after the receipt of notice. If an employee does not respond to a recall notice within seven (7) calendar days of the date that the letter was received or does not return to work, his recall rights shall be terminated.

Section 3.6

One Union Officer, as designated in writing to the Board, shall have super-seniority during the term of this Agreement in the event of a layoff.

Section 3.7

For purposes of Sections 3.4 and 3.5 (Layoff and Recall) of this Agreement only, there shall be:

Paraprofessionals I who regularly work more than twenty-five (25) hours per week;

Paraprofessionals II who regularly work between twenty (20) hours and twenty-five (25) hours per week; and

Paraprofessionals III who regularly work fifteen (15) but less than twenty (20) hours per week.

For purposes of Sections 3.4 and 3.5 (Layoff and Recall), the groups within the bargaining unit shall be:

Group A

- school nurse

Group B

- senior support technician
- computer network specialist

- end user support

Group C

- accounts payable staff accountant
- payroll staff accountant. On or after July 1, 2022, the Board, in its discretion, may subcontract payroll duties and responsibilities, provided, the work hours of the bargaining unit member holding the payroll staff accountant position at the time this Agreement was executed by the parties shall not be reduced through the date of her retirement (December 2, 2022).

Group D

- Twelve (12) month secretaries
- school guidance secretary. Effective July 1, 2022, the ten (10) month school guidance secretary position shall be a ten (10) month school guidance/centralized registration secretary position. The wage rate shall be the same as the twelve (12) month secretary position.
- Ten (10) month secretaries

Group E

- district lead custodian
- full-time custodian I
- full-time custodian II
- full-time custodian III (deleted effective July 1, 2022)
- part-time custodian

Group F

- NAEYC Qualified Paraprofessional
- Paraprofessional I (regularly work more than twenty-five (25) hours per week)
- paraprofessional II (regularly work twenty (20) to twenty-five (25) hours per week)
- paraprofessional III (regularly work fifteen (15) but less than twenty (20) hours per week)

Section 3.8

There shall be no involuntary transfer of a bargaining unit member before a meeting has been held between the bargaining unit member and the Superintendent or the Superintendent's designee to discuss the reason(s) for the transfer.

ARTICLE IV
WORK YEAR, HOURS OF WORK, OVERTIME AND HOLIDAY PREMIUM PAY

Section 4.0

The regular work year shall be as follows:

- **Twelve (12) Month Secretaries** - twelve (12) months.
- **Ten (10 Month) Secretaries** – student school year plus ten (10) additional days (five (5) days prior to the commencement of the student school year and five (5) days after the last day of the student school year; the additional ten (10) days may be scheduled on days that are not contiguous to the student school year by mutual written agreement between the secretary and the Superintendent or his/her designee).
- **School Nurses** - student school year plus ten (10) additional days (five (5) days prior to the commencement of the student school year and five (5) days after the last day of the student school year; the additional ten (10) days may be scheduled on days that are not contiguous to the student school year by mutual written agreement between the nurse and the Superintendent or his/her designee).
- **Custodians** – twelve (12) months.
- **Paraprofessionals** – student school year plus one (1) additional day prior to the commencement of the student school year.
- **IT Personnel** - twelve (12) months.
- **NAEYC Qualified Paraprofessional** – student school year plus one (1) additional day.
- **Accounts Payable Staff Accountant** - twelve (12) months.
- **Payroll Staff Accountant** - twelve (12) months.

The regular work days shall be as follows:

- **Secretaries** - seven and one-half (7½) hours paid time plus a one-half (½) hour unpaid lunch break (no additional breaks)
- **School Nurses** - seven and one-half (7½) hours paid time plus a one-half (½) hour unpaid lunch break (no additional breaks)

- **Custodians** - eight (8) hours paid time (includes a one-half (½) paid lunch break and a ¼ hour paid break)
- **Paraprofessionals I** - regularly works more than five (5) hours per regular work day plus a one-half (½) hour unpaid lunch break (no additional breaks)
- **Paraprofessionals II and III** - determined by the Board based on the employee's assignment
- **IT Personnel** - seven and one-half (7½) hours per day paid time plus a ½ hour unpaid lunch break (no additional breaks)
- **NAEYC Qualified Paraprofessional** - determined by the Board based on the employee's assignment

The work week shall consist of five (5) consecutive days, Monday through Friday.

Starting and finishing hours shall be dictated by the particular needs of each individual school and the employee's assignment and will be provided to each bargaining unit member in July annually.

Except for paraprofessionals, the NAEYC Qualified Paraprofessional, changes in the work day during the work year will be by mutual agreement between the Superintendent and the Union. Changes in the work day of a paraprofessional, and the NAEYC Qualified Paraprofessional, shall be based on the needs of the student.

In the event that an employee leaves his/her assigned building during the workday, the employee is required to sign out and sign in, and such time is considered non-working time unless the employee is on assignment.

Section 4.1

Time and one-half (1½) shall be paid for all work performed by an employee in excess of eight (8) hours in one work day or forty (40) hours in one work week.

For purposes of computing overtime, paid sick leave shall not be considered time worked and will not be used in calculating overtime hours. Holidays, personal time and vacations shall be considered as time worked.

Section 4.2

Double time (2x) shall be paid for all work performed on Sundays and for all work performed on holidays plus holiday pay.

Section 4.3

Overtime hours shall not be considered as part of an employee's regularly scheduled hours of work. Should there be mutual agreement on temporary adjustment on schedule for employee's personal reasons, overtime pay will not be involved.

Section 4.4

The following language regarding overtime assignments shall specifically apply to overtime for custodians covered by this Agreement and no other Board employees.

- A. The Board will assign overtime by use of custodians on a voluntary basis (requested on a rotating seniority basis commencing with the most senior custodian in the school the overtime is needed).
- B. In the event that there are no custodian volunteers from the school where the overtime is needed, overtime will be offered to custodians on a voluntary basis in the other schools (requested on a rotating seniority basis commencing with the most senior custodian).
- C. In the event that the Board is unable to fill the overtime assignment on a voluntary basis, the Board will order in custodians on a rotating basis commencing with the least senior custodian (based on seniority within the building that the overtime is needed).

Section 4.5

The following language shall apply to custodians and IT Personnel (as set forth under Article IV, Section 4.0) and no other bargaining unit positions.

- A. A custodian or IT Personnel called in to work outside of his/her regularly scheduled working hours shall be guaranteed a minimum of two (2) hours at one and one-half (1½) times or double time (2x) whichever is applicable, from the time of reporting for work.

If a custodian or IT Personnel is called back to work within the same two (2) hour timeframe, it shall not be considered a second call back; rather, it shall be considered the same call back.

- B. Starting work earlier, staying on beyond regular time or opening the building for community groups (except for parks and recreation), as approved by the Board, shall not be considered a "callback." However, there shall be a mandatory call back for closing the

building after any such activities, except when a custodian is on site as part of his/her regular shift for which no call back is necessary.

If a custodian is called into work to open the building for parks and recreation and the same custodian closes the building, the custodian will receive a minimum of three (3) hours of pay at the applicable rate for performing both the opening and closing of the building (this shall not apply when a custodian is on site as part of his/her regular shift). If two (2) different custodians open/close the building for parks and recreation, the custodians will receive a minimum of one and one-half (1.5) hours of pay at the applicable rate.

The provisions of Article IV, Section 4.5 B shall apply solely to custodial employees.

Section 4.6

A custodian who works the second shift shall be paid a shift differential of ten percent (10%) per hour in addition to his/her hourly rate for all hours worked during such second shift inclusive of overtime hours. Effective July 1, 2022, Article IV, Section 4.6 shall no longer be applicable and shall be considered deleted.

Section 4.7

The shift differential payment as defined in Section 4.6 shall apply during the school year to:

- a. school recesses;
- b. an employee's individual vacation time; and
- c. snow days.

The shift differential shall not apply during the summer recess for any day the employee who works the first shift.

Effective July 1, 2022, Article IV, Section 4.7 shall no longer be applicable and shall be considered deleted.

Section 4.8

School Closed or Cancellation Days

In the event that school is closed on a regular school day, bargaining unit employees, except custodians and twelve (12) month employees who report to work, shall not receive remuneration (except as set forth below).

On regular school days when school is cancelled, all custodians and twelve (12) month employees are expected to report to work unless the Superintendent of Schools or her designee closes the entire district (the closing of the entire district includes when central office is also closed).

When a custodian or twelve (12) month employee does not report to work on a day when school is closed or cancelled and the Superintendent of Schools or her designee does not close the entire district, such employee shall not be paid for such day unless the employee chooses to use a vacation day or personal day or sick day.

On a day when school is closed or cancelled, in the event that an employee is required to report to work by the Superintendent or his/her designee, at a time that is different than his/her normal reporting time, the employee shall be paid from the time he/she reports to work.

Early Dismissal Days

Ten (10) month employees who have been assigned by the Superintendent of Schools to work twenty-five (25) or more hours per workweek on a regular basis may use paid vacation, personal or sick time in order to receive remuneration for the amount of scheduled time he/she was unable to work on the day in question due to either a scheduled or emergency early dismissal.

Ten (10) month employees who have been assigned by the Superintendent of Schools to work twenty-five (25) or more hours per workweek on a regular basis who do not have their scheduled work hours on the day in question impacted by either a scheduled or emergency early dismissal are not eligible to use paid vacation, personal or sick time on such days since their scheduled work hours have not been impacted by the early dismissal.

If a twenty-five (25) or more hour per workweek employee's regularly scheduled workday on the day in question ends at 1:00 p.m. and the early dismissal is 1:00 p.m., the employee is not eligible to use paid vacation, personal or sick time since the employee's regularly scheduled work hours have not been impacted.

All employee timesheets must display the actual amount of time worked on the day(s) in question as well as the number of hours used for such workday as paid

vacation, personal or sick time in order to provide the employee with remuneration based on his/her regularly scheduled work hours for the day in question.

An employee cannot work his/her regularly scheduled work hours on early dismissal days beyond the declared time of the school closing unless the employee receives advance written approval from the principal in the school the employee is assigned to for such work day.

Delayed Opening Days

Bargaining Unit Employees (other than Custodians)

On a school day when there is either an unscheduled delayed opening (due to inclement weather or other emergency situations) or a scheduled delayed opening, employees will be advised of the required reporting time and shall be paid from the time the employee is regularly scheduled to report to work. All employee timesheets must display the actual amount of time worked on the day(s) in question and the delayed opening time.

For purposes of computing overtime, such paid time for the delayed opening shall not be considered time worked and will not be used in calculating overtime hours.

Custodians

On a school day when there is either an unscheduled delayed opening (due to inclement weather or other emergency situations) or a scheduled delayed opening, custodians will be required to report to work at their regularly scheduled start time.

Section 4.9

In the event a custodian is called in early to work in the case of an early dismissal, he or she may leave work early in the discretion of the building administration or his or her designee. This provision shall not be subject to the arbitration provisions of this Agreement.

Section 4.10

Through the last payroll period during the July 1, 2021 through June 30, 2022 contract year, employees shall be paid via direct deposit on bi-weekly basis for all hours worked during the prior payroll period ending at midnight on Saturday, provided, however, ten (10) month employees who work more than twenty-five (25) hours per workweek shall be paid in twenty-two (22) equal installments during the course of the school year.

Effective with the first payroll period after July 1, 2022, all employees shall be paid via direct deposit on bi-weekly basis for all hours worked during the prior payroll period ending at midnight on Saturday.

ARTICLE V **HOLIDAYS**

Section 5.0

Except as set forth below, all twelve (12) month employees, ten (10) month employees and paraprofessionals who regularly work twenty (20) hours per week or more during the school year shall be entitled to the following paid holidays based upon their regularly scheduled work day hours provided the employee is regularly scheduled to work the day before and the day after the stated holiday.

- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Good Friday
- Memorial Day
- Fourth of July* (observed)
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day
- Christmas Eve or Day after Christmas Day**
- One (1) Floating Holiday

*Ten (10) month employees and paraprofessionals who regularly work twenty (20) hours per week or more during the school year shall not receive holiday pay for the fourth of July.

**For purposes of determining if the holiday will be observed on Christmas Eve or the Day after Christmas Day, if Christmas Day falls on a Tuesday, Wednesday, Thursday or Friday, Christmas Eve will be the observed holiday. If Christmas Day falls on a Saturday, Friday will be the observed Christmas Day holiday and Thursday will be the observed Christmas Eve holiday. If Christmas Day falls on a Sunday, Monday will be the observed Christmas Day holiday and Tuesday will be the observed Day after Christmas holiday. If Christmas Day falls on a Monday, the Day after Christmas will be the observed holiday.

Paraprofessionals who regularly work less than twenty (20) hours per week shall receive holiday pay based on their regularly scheduled work day hours for:

Christmas Day

New Year's Day

Section 5.1

Except for the Christmas Eve or the Day after Christmas holiday (which will be observed as set forth under Article V, Section 5.0), holidays shall be observed in accordance with the following:

- A. Holidays occurring on a Saturday will be observed on the preceding Friday.
- B. Holidays occurring on a Sunday will be observed on the following Monday.
- C. If school is in session on Martin Luther King Day, President's Day, Good Friday, Columbus Day or Veteran's Day and the employee is required to work by the Board or its designee, the employee shall receive his/her straight hourly rate of pay for the work performed on such holiday and shall receive a floating holiday off with pay in lieu of holiday pay. Employees shall select their choice of a floating holiday, subject to the approval of the Superintendent of Schools or his/her designee.

Section 5.2

Regular part-time employees shall be entitled to pro-rata paid holidays based on their regularly scheduled work day hours times their rate of pay. Regular part-time employees shall be defined as employees who work twenty (20) hours or more per work week, but do not work the work days and work weeks set forth in Article IV, Section 4.0.

Section 5.3

Whenever any of these holidays shall occur while an employee is on sick leave, the employee shall be granted holiday pay and shall not be charged the sick day.

Section 5.4

When a holiday occurs when an employee is out of work on a regular vacation day, said holiday shall not be charged against the employee's vacation time, but rather, as a holiday.

ARTICLE VI **VACATIONS**

Section 6.0

Vacation days shall be credited annually on an eligible employees' anniversary date.

The number of vacation days credited on an eligible employee's annual anniversary date shall be the number of vacation days the employee may use through their subsequent anniversary date.

All full-time twelve (12) month employees and eligible ten (10) month employees who work twenty (20) or more hours on a regular basis shall be granted vacation with pay based upon their normal work day at their base rate on the following basis:

- a. Ten (10) days upon completion of one (1) year of service (from his/her anniversary date).
- b. Fifteen (15) days upon completion of six (6) years of service (from his/her anniversary date).
- c. Twenty (20) days upon completion of twelve (12) years of service (from his/her anniversary date).
- d. Twenty-five (25) days upon completion of twenty-three (23) years of service.

In order to use vacation days, the eligible employee must first request the use of vacation days in accordance with Article VI, Section 6.1.

Eligible ten (10) month employees shall receive pro-rata vacation time based on their ten (10) month work schedule.

Section 6.1

A. Except as set forth under Article VI, Section 6.1. B and C. below regarding the use of vacation time and personal leave (as set forth under Article VII, Section 7.7) by ten (10) month employees, the following shall be applied to all vacation time:

- Prior to using a vacation day(s), the eligible employee must request such use and receive written approval from the Superintendent of Schools (or his/her designee).

- Employees shall provide the Superintendent with thirty (30) calendar days advance written notice of a request to use vacation time in excess of one (1) vacation day.
 - Employees shall provide the Superintendent with a minimum of forty-eight (48) hours advance written notice of a request to use a single vacation day.
 - The vacation period will be set by mutual agreement between the employee's supervisor and the employee and approved by the Superintendent or his designee. Seniority shall guide vacation preferences, but in all cases, the welfare and the best interest of the local system must be considered as paramount.
- B. In lieu of an unpaid, non-work day, occurring on Monday through Friday during the school year and during a scheduled shortened work week or school recess, the ten (10) month employee may use vacation time or personal leave.

Shortened work weeks are defined as:

- Work weeks containing a full workday of professional development for only certified staff (no school for students and ten (10) month non-certified staff); and
 - Thanksgiving week
- School recess weeks are defined as:
- Christmas through New Year's Day Recess; and
 - April Recess.
- The ten (10) month employee will advise the Superintendent or her designee, in advance, in writing, if the ten (10) month employee will use personal time or vacation time to supplement his/her weekly wages during such work weeks.
- C. Ten (10) month employees will receive payment for any remaining unused vacation days within fourteen (14) calendar days of the employee's anniversary date.

Section 6.2

- Payment for any vacation time not used during a fiscal year shall be granted to an employee upon retirement in that fiscal year.

- Payment for vacation time not used during a fiscal year shall be made to an employee on a pro-rata basis in the event he terminates his service with the schools during that fiscal year.
- In the event of the death of an employee, his spouse and/or children shall receive his pro-rata vacation pay.

Section 6.3

In the event of illness during an employee's vacation period, the employee shall be given the option of charging sick days to his sick leave, provided such illness has been verified by a note from the physician treating the employee for such illness.

Section 6.4

Vacation pay shall not be cumulative and must be used during the fiscal year. A one (1) week carry over may be granted by the Superintendent upon request of the employee and, if granted, must be used by the employee's next anniversary date.

ARTICLE VII
LEAVE PROVISIONS

Section 7.0

All full-time and part-time employees who work twenty (20) or more hours per week on a regular basis shall be entitled to paid sick leave of fifteen (15) days annually cumulative to one hundred sixty five (165) days.

Sick leave shall not be granted to employees during their probationary period. The Board shall notify each employee in writing of his/her accrued sick leave on or before July 1st of each fiscal year.

Paraprofessionals who regularly work less than twenty (20) hours per week shall be eligible for two (2) sick days during each contract year.

Remuneration for an employee's sick day shall be equal to his/her regular work day hours.

Section 7.1

Sick leave may be used in the following cases:

- a. Personal illness or physical incapacity;

- b. Enforced quarantine of the employee or an immediate family member of the employee in accordance with community health regulations;
- c. To meet dental or medical appointments or other sickness prevention measures; or
- d. As provided under applicable law to employees covered by such applicable law.

For purposes of Article VII, Section 7.1 b., “immediate family member” shall be defined as the employee’s spouse, child or stepchild by marriage.

For any absence of three (3) or more consecutive work days which sick leave is claimed, the Superintendent may require evidence in the form of a note from the physician treating the employee for such illness that caused the absences from work.

Additionally, an employee who exhibits either a pattern of absenteeism or an abuse of sick leave may be required to submit a note from the physician treating the employee for the illness causing the absence. Failure to provide such a note or an incomplete note may be the basis for discipline or other appropriate action. Additionally, a pattern of absenteeism or abuse of sick leave may be the basis for discipline or other appropriate action.

A pattern of absenteeism shall be defined as:

- a. absences prior to or after weekends;
- b. absences prior to or after holidays;
- c. a pattern of one (1) or two (2) day absences over a period of time; and
- d. use of sick time intermittently in conjunction with other forms of paid time off.

Section 7.2

A maximum of three (3) days’ special leave with pay shall be granted for death in the immediate family of an employee or his/her spouse. Immediate family shall be defined as parents, grandparents, spouse, brother, sister, child, grandchild, son-in-law, daughter-in-law, aunt and uncle or any relative whether by birth or marriage who are residents (other than temporary residents) in the employee’s immediate household.

Reasonably available proof of the relative's relationship to the employee must be submitted to the Superintendent upon the Superintendent's request.

Such special leave must encompass the date of the actual funeral, be for the attendance at the funeral and be taken on consecutive workdays. Consecutive workdays is defined as actual workdays and shall not encompass weekends or holidays, if the employee is not scheduled to work on such days.

Section 7.3

Paid leave shall be granted to any employee for an absence from duty due to accident or injury that occurred while the employee was engaged in the performance of his or her duties. An employee absent due to an accident or injury which occurred in the performance of his or her duties, shall be paid, as elected by the employee at the time such payments are to begin, in one of the following manners:

- a. at his or her regular weekly wage, charged against the employee's sick time until exhausted, less any amount received from workers' compensation; or
- b. any amount received from workers' compensation with no supplemental payment from the Board and no charge against the employee's sick time. The period of such full payment shall not exceed one year.

Section 7.4

The Union President or in lieu of the Union President, a bargaining unit member selected by the Union, shall be provided with time off with pay (hours paid shall be based on the hours the employee did not attend work during the employee's assigned hours of work for the specific day of the event) of up to an aggregate of three (3) days per contract year to attend AFSCME:

- a. conventions;
- b. conferences; or
- c. workshops

to be taken in no less than one-half (1/2) day increments - hours paid to the employee for attendance at the event shall be as set forth above.

The Union President shall advise the Superintendent in writing at least two (2) weeks in advance of a Union member attending any such event.

Section 7.5

The President shall be afforded a reasonable amount of time without loss of pay to attend contract negotiations when negotiations occur during the President's scheduled work hours.

Section 7.6

Employees shall be granted leave with pay for absences occurring during scheduled work periods for the following reasons:

- a. Jury Duty - The Board will pay the difference between jury fees and regular pay.
- b. Any legally required appearance of the employee before court or other public body up to two (2) days with pay.
- c. Participation in short-term military training and Federal Reserve or National Guard. The difference between military pay, plus allowances and the employee's scheduled pay, shall be paid to the employee upon submission by the latter of a form certifying the amount of money which has been paid during his period of absence.

Additionally, at the discretion and upon written approval of the Superintendent, or his/her designee, employees may be granted leave with pay for absences occurring during scheduled work periods for the following reasons:

- a. Participation in a conference or official meeting which will enhance the value of the employee to the school system.
- b. Participation in education or training that enhances the employee's value to the school system. In the event that the employee receives a scholarship or fellowship, his/her remuneration shall be reduced by that amount for the duration of the leave.

Section 7.7

Up to three (3) personal days shall be granted annually to each employee who works twenty (20) or more hours per week on a regular basis to undertake personal business which cannot be undertaken at any other time, provided written notice stating a topical reason is given to the Superintendent of Schools at least forty-eight (48) hours prior to an absence under this provision, except in the case of an emergency. Any unused personal days may be carried over to the next year to a cumulative total of five (5) days.

Remuneration for an employee's personal day shall be equal to his/her regular work day hours.

Section 7.8

- A. Leaves of absence without pay for either an extended duration, as defined herein, or for an emergency may be granted by the Board or its designee for a limited, definite period not to exceed a period of up to one (1) year, for the following reasons:
1. For health reasons, upon written advice of a physician submitted to the Board or its designee; or
 2. For other personal reasons subject to the review and recommendation of approval by the Superintendent.

"Of an extended duration" shall be defined as a minimum of thirty (30) calendar days.

- 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 required, it must be approved by the Board or its designee. 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.

Section 7.9

Eligible employees shall be entitled to leave in accordance with the Federal Family and Medical Leave Act.

Section 7.10

Part-time ten (10) month employees shall receive pro-rata leave benefits in accordance with this Article.

Section 7.11

Any employee who is on authorized leave of absence, in accordance with this Article, shall continue to accrue seniority while on such authorized leave.

ARTICLE VIII
GRIEVANCE PROCEDURE

Section 8.0

A grievance is hereby defined as a claim by an employee, a group of employees, or the Union that there has been a violation, misinterpretation or misapplication of a specific term of this Agreement, except where specifically excluded from the grievance and arbitration process. All grievances shall be brought within twenty (20) work days from the date of the incident or occurrence giving rise to the grievance, otherwise the grievance shall be waived.

Section 8.1 - Immediate Supervisor

1. The employee and/or his/her representative shall present the grievance in writing to the immediate supervisor.
2. The immediate supervisor shall adjust the grievance at once or notify in writing the employee and/or his/her representative of his decision within five (5) work days from the day that the grievance is presented.

Section 8.2 - Superintendent

1. In case of an adverse decision, the employee and/or his/her representative may request in writing for further review by the Superintendent, or an agency designated by him within five (5) work days of the prior decision.
2. The Superintendent or his agent, shall within ten (10) work days, review the facts with all those concerned present at a special meeting to be called by the superintendent or his agent. Within three (3) work days thereafter the employee and/or his/her representative and the supervisors concerned shall be notified of the decision which has been reached.

Section 8.3 - The Board of Education

If the Union is not satisfied with the decision of the Superintendent or her agent as given in the previous step, the Union may request in writing, within twenty (20) work days of the prior decision, a hearing before the Board of Education, or its designated committee. Such hearings shall be held within five (5) work days after the date of the request and may be attended by the steward, the aggrieved party and the Staff Representative.

The Board or its designated committee shall give written answer to the Union President. A copy of the decision of the Board of Education or its designated committee shall be sent to the Staff Representative within five (5) work days after the date of the meeting. These limits may be waived by mutual agreement. If the Union fails to request a meeting within time limits specified in 8.2 and 8.3 and there is no mutual agreement to waive the time limits, the grievance will be deemed to be waived.

Section 8.4 - Arbitration

In the event the Union feels that further review is justified, it shall file notice of appeal within ten (10) work days of receiving the Board of Education's decision to submit the matter to arbitration with the Connecticut State Board of Mediation and Arbitration. Their decision shall be final and binding on both parties. The cost of such arbitration shall be borne equally by the Union and the Board of Education.

Section 8.5

The President (or the steward in the event that the President is unavailable) shall be designated by the Union for purposes of adjusting grievances and shall be afforded a reasonable amount of time without loss of pay to conduct such business when it occurs during normal working hours.

If the Union deems it necessary, the President and Steward may attend Step Two of the grievance procedure (Section 8.2) and will be afforded a reasonable amount of time without loss of pay to attend the Step Two meeting when it occurs during normal working hours.

ARTICLE IX DISCIPLINARY PROCEDURE

Section 9.0

A non-probationary employee shall not be discharged or otherwise disciplined without just cause. Any employee who has been discharged shall, upon request, be permitted to consult with the Union President or Steward.

Section 9.1

In all cases of discharge or other discipline, the Union President or Steward shall be notified of the action immediately.

Section 9.2

Failure by an employee to notify his/her supervisor of the supervisor’s designated representative on or before the day of his absence or intent not to report to work, may be cause for a disciplinary suspension of one day without pay for the first offense; any subsequent offenses may be subject to further progressive discipline. Employees must notify their supervisor when they are not coming in, at least one (1) hour prior to the start of their shift.

**ARTICLE X
WAGES**

Section 10.0

All wages rates shall be shown on Appendix A attached hereto and made a part of this Agreement.

Section 10.1

- A. Any employee assigned by the Superintendent or his/her supervisor, in writing, to work in a higher wage rate (as set forth in Appendix A) shall be paid the higher wage rate for the position.
- B. New hires shall be paid ten percent (10%) less than the position pay rate for their period of probation, pursuant to Article III, Section 3.1.

Section 10.2

The Board recognizes the value of long service employment to the Board and supplements pay of long service employees on the following basis:

Employees who work twenty (20) or more hours per week on a regular basis for the Thomaston Board of Education:

- After five years.....\$200.00
- After ten years.....\$275.00
- After fifteen years.....\$350.00
- After twenty years.....\$400.00
- After twenty-five years.....\$450.00

Longevity supplements shall be paid in a lump sum of the first pay period after July 1st of each year during the term of this Agreement. The Board shall issue employees a check separate from their regular paycheck for such longevity payment, if any.

ARTICLE XI
SAFETY AND HEALTH

Section 11.0

The Board will provide work facilities and working conditions which are not detrimental to the employees' health and safety. A joint safety committee shall be formed by the Superintendent and the Union, and said committee shall meet periodically to review and recommend safety and health conditions at the workplace.

ARTICLE XII
INSURANCE BENEFITS

Section 12.0

The Board will provide a High Deductible Health Plan (HDHP) to full-time employees that elect to participate. The program shall be offered annually on a contract year basis with open enrollment for current eligible full-time employees in May.

The HDHP shall have a: \$2,000.00 single and \$4,000.00 two-person/family deductible for in network services. Prescription drugs are covered as part of the program and are subject to the deductible. Once the deductible is met there shall be no coinsurance in network for covered services, except for prescriptions. Upon satisfaction of the HDHP deductible, prescriptions subject to a managed three tier drug rider with co-pays of \$10 Generic/\$20 Brand Name/\$35 Non Formulary Brand Name co-pay (unlimited maximum) (2x retail co-payment for 90-day supply)

Out of network services will be subject to an 80% plan/20% member coinsurance to a combined in-and-out-of-network coinsurance maximum of \$2,000 for the individual and \$4,000 for the family, for a combined in-and-out-of-network out-of-pocket maximum of \$4,000 for the individual and \$8,000 for the family.

- Bariatric procedures are not covered.
- Infertility benefits are subject to the state mandate limits.
- The co-pays for drugs shall not apply to prescriptions under either the Women's Health and Wellness Act or for diabetes

Enrollees in the HDHP shall have a Health Savings Account (HSA) to defray deductible expenses.

The Board agrees to contribute fifty-five percent (55%) of the deductible for the July 1, 2021 through June 30, 2022 contract year for eligible twelve (12) month and ten (10) month employees.

The Board agrees to contribute fifty-five percent (55%) of the deductible for the July 1, 2022 through June 30, 2023 for eligible twelve (12) month and ten (10) month employees.

The Board agrees to contribute fifty percent (50%) of the deductible for July 1, 2023 through June 30, 2024 for eligible twelve (12) month and ten (10) month employees.

The Board agrees to contribute fifty percent (50%) of the deductible for the July 1, 2024 through June 30, 2025 contract year for eligible twelve (12) month and ten (10) month employees.

In each year of the contract, one-half (½) of the Board's contribution shall be deposited on or about July 1st and one-half (½) of the Board's contribution shall be deposited on or about January 1st.

The employee's contribution toward the deductible shall either be, at the employee's option, via payroll deduction or contributed directly by the employee in his/her Health Savings Account (HSA) bank account.

A HSA is not health insurance, it is a bank account. The parties acknowledge that the Board's contribution toward funding the deductible is not an element of the underlying plan, but rather relates to the manner in which the deductible shall be funded for active employees.

The HDHP described above shall be the core insurance plan. For any eligible employee wishing to remain in the POS plan set forth below, the Board will contribute toward the cost of that plan, an amount equal to the sum of the dollar amount contributed by the Board toward the premium of the HDHP for the employee's coverage level (single, two-person or family coverage). Any employee remaining enrolled in the POS plan shall pay the full difference between the dollar amount contributed by the Board and the full cost of the POS plan.

POS Plan co-pays effective upon ratification/approval:

Office:	\$10.00 (\$20.00 specialists)
Hospital:	\$100.00
ER:	\$50.00
Urgent Care:	\$10.00
Outpatient:	\$100.00
Prescriptions:	\$5/\$20/\$30

The premium share contribution for the High Deductible Health Plan (HDHP) and dental plan for: (a) full-time twelve (12) month employees; and (b) ten (10) month employees hired prior to July 1, 2000, shall be in accordance with the following:

July 1, 2021 through June 30, 2022	10%
July 1, 2022 through June 30, 2023	11%
July 1, 2023 through June 30, 2024	12%
July 1, 2024 through June 30, 2025	12.5%

Ten (10) month employees hired after July 1, 2000 must work more than twenty-five (25) hours a week on a regular basis to be eligible to participate in the health insurance plans set forth herein.

If a ten (10) month employee hired after July 1, 2000 elects single, single plus one or family coverage, the employee shall pay for the following percent of the cost of the premium.

July 1, 2021 through June 30, 2022	27%
July 1, 2022 through June 30, 2023	24.5%
July 1, 2023 through June 30, 2024	23.5%
July 1, 2024 through June 30, 2025	22.5%

Full-time and part-time employees who meet the eligibility requirements set forth above shall be eligible for health insurance on the 1st of the month following sixty (60) days from his/her first date of employment.

- Dependency for health insurance in accordance with applicable law; Dependency to twenty-one (21) years old on Dental Rider, provided, however, that dependency on Dental Rider is to twenty-five (25) years old if the dependent is enrolled as a full-time student in an accredited school or university.
- A dental plan in accordance with Article XII, Section 12.1 A. with a maximum annual benefit of one thousand five hundred dollars (\$1,500.00).

On an annual basis, in the event that the employee and his/her family members on the Board health insurance plan completes a health risk assessment and biometric screening, his/her premium share for the ensuing contract year shall be reduced by one percent (1%).

Accordingly, by way of example, in the event that the employee and his spouse and dependents completes a health risk assessment and biometric screening during a contract year, the employee will receive a one percent (1%) reduction in his premium share contribution for the subsequent contract year.

On July 1st of the subsequent contract year, the premium share set forth herein shall be in effect for the employee. Accordingly, the reduction in the premium share by one percent (1%) shall be based on the then current premium share negotiated by the parties for the contract year in question, as set forth herein.

The information included on the assessment and from the screening will not be provided to the Board. The only information provided by the carrier to the Board is whether the assessment and screening were completed.

The health risk assessment shall be:

- An annual physical (and any tests related to such physical);
- An annual dental examination;
- A vision exam (in accordance with the frequency requirements of the health care provider);
- Women's Wellness (a mammogram and/or clinical breast exam in accordance with the frequency requirements of the health care provider); and
- Applicable cancer screenings (in accordance with the frequency requirements of the health care provider).

Biometric screening shall measure the following:

- Height and weight in order to calculate the individuals body mass index (BMI);
- Systolic and diastolic blood pressure;
- Total cholesterol;
- HDL cholesterol; and
- Glucose.

Section 12.1

- A. The Board may change carriers provided the level of benefits and administration of the plans is no less than the current insurance benefits. Prior to making any change the Board shall notify the Union so that changes can be reviewed prior to implementation.

- B. The Board reserves the right to review with each bargaining unit member his/her fringe benefit program.

Should the bargaining unit member to decide to drop all of his/her health and dental insurance coverage, the Board will pay the individual 25% of the health and dental premium to a maximum of:

1. For employees who elected a waiver prior to June 30, 2015:

If both health and dental are waived, an annual maximum amount of:

\$2,500.00 for single coverage
\$5,100.00 for single + 1 coverage
\$6,750.00 for family coverage

2. For employees hired on or after July 1, 2015 and employees who elect to waive full coverage after July 1, 2015 (employees who waive anything other than full coverage shall not be eligible for the stipends set forth below):

- \$1,000 for single coverage
- \$1,500 for single + 1 coverage
- \$2,500 for family coverage.

Said payments will be made biweekly by the Board. Employees may be eligible to again participate should they desire the coverage and will be reinstated within thirty (30) days upon written notification to the Business Office.

Section 12.2

An employee hired prior to July 1, 2022, who is at least fifty-five (55) years of age and has ten (10) years of service with Board retires prior to the age of sixty-five (65), may remain on the Board's group insurance plan, at the retiree's expense, until the retiree attains the age of sixty-five (65), as set forth in Section 12.0 for active employees and eligible dependent(s). At age sixty-five (65) the retiree may elect coverage under Section 12.3.

Employees hired on or after July 1, 2022 shall not be eligible for the benefits set forth under Article XII, Section 12.2.

Section 12.3

Employees hired prior to July 1, 2022 (“eligible employees”) shall be provided with a Medicare Supplemental Policy by the Board for the employee and spouse, upon retirement at age sixty-five (65).

In order to be eligible for this benefit, the employee, as set forth above, must have:

- (a) retired under Section 12.2; or
- (b) at the time of his/her retirement with the Board, be at least fifty-five (55) years of age with ten (10) years of service.

Any eligible employees who retires on or after July 1, 2022 and prior to June 30, 2024, must pay seven and one-half percent (7.5%) of the premium share for such benefit. Effective July 1, 2024, any eligible employees who retires on or after July 1, 2024 must pay ten percent (10%) of the premium share for such benefit. Coverage as reflected in the Thomaston Board of Education policy #001525-133:

- A. Blue Cross 65 High Option Plan
- B. Blue Shield 65 Plan 81
- C. Blue Cross/Blue Shield Major Medical Plan - \$100.00 deductible, \$50,000 maximum.

Section 12.4

Either long-term care insurance or long term disability insurance may be purchased by the employee at the employee’s expense through payroll deduction, if either type of insurance is available through the Board. In the event that the Board decides to offer either type of insurance, it will meet with the Union in advance to discuss the plan(s) to be made available.

Employee may purchase Dental Coverage upon retirement at group rates.

Section 12.5

Individual life insurance equal to twenty thousand dollars (\$20,000.00) or an amount equal to an employees base annual wages, whichever is higher; reduces to fifty percent (50%) at age seventy (70) for active employees (the full cost of life insurance should be borne by the Board).

ARTICLE XIII
RETIREMENT BENEFITS

Section 13.0

Employees hired prior to February 5, 2018 covered by this contract shall be covered under the Town of Thomaston Retirement Program and that retirement program shall be a part of this Agreement and incorporated herein by reference.

Employees hired on or after February 5, 2018 shall not be eligible for the Town of Thomaston Retirement Program. All eligible employees hired on or after February 5, 2018 for a bargaining unit position shall be enrolled in the Town's 457(b) plan.

With respect to employees enrolled in the Town's 457(b) plan, on an annual basis, the Board will match up to seventy-five percent (75%) of the employee's six percent (6%) contribution (based on the employee's W-2 wages), provided the employee contributes six percent (6%). In the event that the employee contributes less than six percent (6%), the Board will match seventy-five percent (75%) of the employee's designated contribution.

Employees must contribute a minimum of a three percent (3%) contribution per contract year.

The employee may, on a voluntary basis, contribute up to the maximum amount allowed by applicable law (with no additional match by the Board beyond the seventy-five percent (75%) match of up to the employee's contribution of six percent (6%)).

Section 13.1

The Union shall be given a complete copy of the Town of Thomaston Retirement Program annually.

Section 13.2

No matter of the retirement program shall be subject to either the grievance or arbitration provisions of this contract unless the retirement program fails to make provisions for the resolution of disputes involving the interpretation and/or application for the terms of the retirement program.

Section 13.3

Upon request of the Superintendent of Schools by the appropriate Staff Representative of Council 4, AFSCME, AFL-CIO, an annual pension report will

be sought from the Town of Thomaston and mailed to Council 4, AFSCME, AFL-CIO office.

Section 13.4

An employee who is eligible for the Town of Thomaston Retirement Plan who:

- (a) retires on or after his/her 62nd birthday; or
- (b) is eligible for pension benefits under the Town of Thomaston Retirement Plan at the time of retirement

shall be reimbursed at his/her current hourly rate for thirty three and one-third percent (33 1/3%) of up to one hundred (100) sick leave days or he/she has accumulated to his/her credit.

In the event of the death of an employee, the employee's estate shall be reimbursed at the employee's current hourly rate for thirty three and one-third percent (33 1/3) of up to one hundred (100) sick leave days or he/she has accumulated to his/her credit.

- (c) An employee who does not qualify under (a) or (b) above who has ten (10) or more years of service shall be eligible for reimbursement at his/her current rate for thirty percent (30%) of up to one hundred (100) sick leave days he/she has accumulated to his/her credit upon his/her separation from employment.

Employees eligible for payment under (a) or (b) above shall not be eligible for payment under (c) above (and vice-versa).

**ARTICLE XIV
SAVINGS CLAUSE**

Section 14.0

If any section, sentence, clause or phrase of this Agreement shall be, for any reason, held 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 other portion or provision, and the parties do hereby declare that they would have severally approved of and adopted the provisions contained herein and apart from the other.

Section 14.1

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions of this Agreement.

ARTICLE XV MISCELLANEOUS

Section 15.0

Four (4) signed copies of this Agreement shall be presented to the Council 4 AFSCME, AFL-CIO Staff Representative on the date of shipping.

Section 15.1

The Board agrees to furnish each employee in the bargaining unit with a copy of this Agreement, within thirty (30) days after signing of this Agreement. New employees are to receive copy of this Agreement at the time of hire.

Section 15.2

All travel on school business conducted by an employee with his/her personal vehicle shall be reimbursed at the Federal IRS rate in effect at the time of such use.

In the event that a custodian is directed to use his/her own pick-up truck (or trailer) to move furniture, equipment, building materials or rubbish by the Superintendent (or his/her designee) or the building principal (or his/her designee) the custodian shall receive twenty-five dollars (\$25.00) per day for such use in addition to the aforementioned Federal IRS reimbursement rate.

For an employee be eligible for the mileage reimbursement (or custodians for the twenty-five dollars (\$25.00) and mileage reimbursement for use of his/her own pick-up truck or trailer), as set forth above, the employee must be using his/her vehicle at either the directive of the Superintendent (or his/her designee) or the building principal (or his/her designee) in the school the employee is assigned to at the time of the directive.

Section 15.3

Union members, with the exception of the school nurse, shall not be required to administer and perform medical treatment.

Section 15.4

The Union shall be permitted to conduct meetings in any school before or after work hours upon prior written notification to the Superintendent.

Section 15.5

Bulletin board space shall be provided in each school for posting of union notices and other union matters. Bulletin boards on which space is provided shall be in a conspicuous place.

Section 15.6

Upon submission of a paid invoice or a date stamped receipt, nurses shall be reimbursed up to one hundred seventy-five dollars (\$175.00) in each contract year to cover the cost of acquiring CEU's required to practice school nursing. Should the nurse wish to obtain these through attendance at the Connecticut School Nurses Association annual conference ("conference"), she shall be permitted paid leave for up to one (1) day if the date the nurse attends the conference for the CEU's is on a school day to do so.

Section 15.7

The Board will pay for the full cost of the annual malpractice insurance for each nurse (based on their respective expiration dates) to a maximum cost of one hundred twenty-five dollars (\$125.00) upon submission of a copy of the invoice and cancelled check for the malpractice insurance. Effective July 1, 2022, the maximum cost will be increased to one hundred fifty dollars (\$150.00).

Section 15.8

In each contract year, custodians shall receive a one hundred dollars (\$100.00) annual clothing allowance and three (3) work shirts to be purchased at a place designated by the Board or its designee.

Section 15.9

The Board will provide training to employees in the bargaining unit who are required by the Board to have CPR certification in order to perform their job duties.

ARTICLE XVI

ARTICLE XVI
DURATION

Section 16.0

This Agreement shall remain in full force and effect through June 30, 2025. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not more than one hundred fifty (150) days prior to the anniversary date that negotiations shall begin no later than one hundred twenty (120) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations.

THOMASTON BOARD OF EDUCATION

**LOCAL 1303-97 OF COUNCIL #4
AFSCME, AFL-CIO**



Chairman



President



Superintendent of Schools



Travis Cromack (May 10, 2022 11:54 EDT)

Staff Representative

May 10, 2022

Date

May 10, 2022

Date

**APPENDIX A
WAGE RATES**

July 1, 2021 – June 30, 2022

	1.5%
NAEYC Qualified Paraprofessional	\$19.32
School Nurse	\$34.26
Senior Support Technician	\$33.51
Computer Network Specialist	\$31.50
End User – Support	\$23.87
Accounts Payable Staff Accountant	\$25.54
Payroll Staff Accountant	\$26.14
Twelve (12) Month School Secretary	\$21.77
10 month School Guidance Secretary	\$20.60
Ten (10) Month School Secretary	\$19.94
Paraprofessionals	\$16.94
<u>Full-time (12 months, 2080 hours)</u>	
Custodian I	\$24.81
Custodian II (through June 30, 2022)	\$21.77
Custodian III (through June 30, 2022)	\$18.43
Regular Part-time Custodian	\$18.43

The Nurse Coordinator shall receive a stipend of one thousand dollars (\$1,000.00) annually.

The Hazardous Material/Asbestos Coordinator shall receive a stipend of \$3.38 per hour.

July 1, 2022 – June 30, 2023

	2.5%
NAEYC Qualified Paraprofessional	\$19.80
School Nurse	\$35.11
Senior Support Technician	\$34.34
Computer Network Specialist	\$32.28
End User – Support	\$24.47
Accounts Payable Staff Accountant	\$26.18
Payroll Staff Accountant	\$26.79*
Twelve (12) Month School Secretary	\$22.32
Ten (10) month school guidance/centralized registration secretary	\$22.32
Ten (10) Month School Secretary	\$20.44
Paraprofessionals	\$17.36
<u>Full-time (12 months, 2080 hours)</u>	
District Lead Custodian:	\$32.46
Custodian I	\$25.43
Custodian II	\$24.55
Regular Part-time Custodian	\$18.89

The Nurse Coordinator shall receive a stipend of one thousand dollars (\$1,000.00) annually.

*If the position is maintained by the Board after the retirement of the bargaining unit member in the position at the time of the execution of this Agreement.

July 1, 2023 – June 30, 2024

3.0%

NAEYC Qualified Paraprofessional	\$20.39
School Nurse	\$36.17
Senior Support Technician	\$35.37
Computer Network Specialist	\$33.25
End User – Support	\$25.20
Accounts Payable Staff Accountant	\$26.96
Payroll Staff Accountant	\$27.59*
Twelve (12) Month School Secretary	\$22.99
Ten (10) month school guidance/centralized registration secretary	\$22.99
Ten (10) Month School Secretary	\$21.06
Paraprofessionals	\$17.88
<u>Full-time (12 months, 2080 hours)</u>	
District Lead Custodian:	\$33.43
Custodian I	\$26.19
Custodian II	\$25.29
Regular Part-time Custodian	\$19.46

The Nurse Coordinator shall receive a stipend of one thousand dollars (\$1,000.00) annually.

*If the position is maintained by the Board after the retirement of the bargaining unit member in the position at the time of the execution of this Agreement.

July 1, 2024 – June 30, 2025

	3.0%
NAEYC Qualified Paraprofessional	\$21.00
School Nurse	\$37.25
Senior Support Technician	\$36.43
Computer Network Specialist	\$34.25
End User – Support	\$25.96
Accounts Payable Staff Accountant	\$27.77
Payroll Staff Accountant	\$28.42*
Twelve (12) Month School Secretary	\$23.68
Ten (10) month school guidance/centralized registration secretary	\$23.68
Ten (10) Month School Secretary	\$21.69
Paraprofessionals	\$18.42
<u>Full-time (12 months, 2080 hours)</u>	
District Lead Custodian:	\$34.44
Custodian I	\$26.98
Custodian II	\$26.04
Regular Part-time Custodian	\$20.04

The Nurse Coordinator shall receive a stipend of one thousand dollars (\$1,000.00) annually.

*If the position is maintained by the Board after the retirement of the bargaining unit member in the position at the time of the execution of this Agreement.