

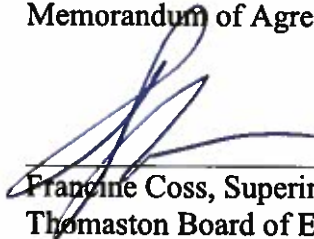
## **Memorandum of Agreement**


The Thomaston Board of Education (hereinafter the "Board") and Local 1303-97 of Connecticut Council 4, AFSCME, AFL-CIO (hereinafter the "Union") hereby agree to the following due to the school closures caused by the coronavirus:

1. The Board and the Union are parties to a collective bargaining agreement dated July 1, 2016 through June 30, 2020.
2. The Union represents both ten (10) month and twelve (12) month employees.
3. Currently, ten (10) month employees who work twenty-five (25) or fewer hours in a workweek do not receive annualized pay.
4. Effective upon the execution of this Memorandum of Agreement, the parties agree that the bi-weekly wages for all ten (10) month employees for the remainder of the 2019-2020 school year will be annualized through the last scheduled work day of the 2019-2020 school year.
5. Such annualized payment of wages shall remain in effect through the last scheduled work day of the 2019-2020 school year even if schools reopen during the 2019-2020 school year.
6. For a ten (10) month employee to continue to receive annualized payment of wages during the school closure, if a ten (10) month employee is "called into work" on any workday through and including the last scheduled work day of the 2019-2020 school year, he/she shall be required to report to work on the day(s) designated by the Superintendent (provided the day(s) are on the employees regular work days and work hours).
7. Being "called in to work", as set forth under paragraph 6 above, in addition to reporting to a specific job site, shall include, but not be limited to, participating in online training and professional development.
8. In the event a ten (10) month employee is unable to comply with the terms set forth under paragraphs 6 or 7 above during any work day during the school closure, the ten (10) month employee shall report such absences through AESOP.
9. The administrative staff will determine if a ten (10) month employee meaningfully participates in online training and professional development as set forth under paragraph 7 above.
10. Failure to report to work if called in to work as set forth under paragraphs 6 or 7 above, or failing to meaningfully participate in online training and professional development, shall subject the ten (10) month employee to disciplinary action, unless the ten (10) month employee provides the Superintendent with a note from his/her treating physician

indicates that he/she is unable to report to work (or meaningfully participate in online training and professional development) due to his/her medical condition.

11. In the event a ten (10) month employee claims that he/she unable to report to work (or meaningfully participate in online training and professional development) due to his/her medical condition, he/she must use his/her sick leave in order to receive remuneration for the day(s) in question, unless the absence is covered under the Emergency Paid Sick Leave Act.
12. Additionally, the ten (10) month employee must provide a note from his/her treating physician indicates that he/she is unable to report to work (or meaningfully participate in online training and professional development), due to his/her medical condition for each individual or consecutive days of absence, unless the absence is covered under the Emergency Paid Sick Leave Act.
13. Ten (10) month employee will check their emails for questions/information from students/parents/guardians and administration on a regular basis during the hours of their regular work day during the period of the school closure.
14. This Agreement shall expire upon the completion of the 2019-2020 school year, provided, however, if the school closure is no longer in effect prior to the end of the 2019-2020 school year, ten (10) month employees shall be required to report to work on the date specified by the Board and this Agreement shall terminate at such time.
15. The Board and the Union further agree that they may revisit the terms of this Agreement by mutual agreement of the parties if circumstances related to the coronavirus pandemic change.
16. This Memorandum of Agreement shall not be used as a past practice nor precedent either the Board or the Union in any proceeding whatsoever except to enforce the terms of this Memorandum of Agreement.

  
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Françoise Coss, Superintendent  
Thomaston Board of Education

  
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Marie Eldridge, President  
Local 1303-97 of Connecticut  
Council 4, AFSCME, AFL-CIO

Dated: 3/26/2020

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