

AGREEMENT

between

AMITY REGIONAL SCHOOL DISTRICT NO. 5

-and-

**SCHOOL CLERICAL AND ADMINISTRATIVE ASSISTANT EMPLOYEES
LOCAL 1303-178 OF CONNECTICUT COUNCIL #4
AFSCME, AFL-CIO**

JULY 1, 2020 - JUNE 30, 2023

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ARTICLE I

RECOGNITION AND CHECKOFF

Section 1.1:

The Amity Regional School District #5 Board of Education (hereinafter referred to as the "Board") recognizes the School Clerical and Administrative Assistant Employees, Local 1303-178 of Council #4, AFSCME, AFL-CIO (hereinafter referred to as the "Union") as the exclusive bargaining representative for employees who regularly work twenty (20) hours or more per week and are employed in clerical and administrative assistant work in the Amity Regional Schools, excluding the Superintendent of School's Administrative Assistant, the Director of Facilities Administrative Assistant, the Payroll/Benefits Coordinator and the clerical aides. As the recognized bargaining representative, the Union shall operate for the purposes of and with all the rights and privileges as provided by the Municipal Employee Relations Act.

Section 1.2:

All employees will be offered an opportunity to join the Union. Employees who elect to join the Union shall sign and deliver to the Union treasurer an authorization for the payroll deduction of membership dues/fees 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 desires to be a member of the Union.

Section 1.3:

Any employee shall be free to join or not join the Union, or to withdraw from membership, subject to provisions of this Article.

Section 1.4:

Subject to the provisions of Section 1.6, the Board agrees to deduct from the wages of all employees such Union dues and/or initiation fees as may be fixed by the Union and transmit them to the Council #4 office of the Union no later than the fifteenth (15th) day of the month following the month in which the dues and/or fees have been deducted, together with a list of the employees from whose wages the deductions have been made.

Section 1.5:

The Union agrees to indemnify and to hold the Board harmless against any and all claims, demands, suits or other forms of liability that shall, or may, arise out of, or by reason of, action taken by the Board for the purpose of complying with the provisions Article I.

Section 1.6:

Written authorization cards for payroll deductions for new employees who elect to become members of the Union will be submitted to the Board by the Union to be implemented at the end of thirty (30) days of employment or the payroll period after the card is submitted by the Union, whichever is later. Changes in such authorizations shall be submitted to the Board by the affected employees thirty (30) days prior to the effective date of such changes.

ARTICLE II
RIGHTS OF THE BOARD OF EDUCATION

Section 2.1:

Unless expressly limited by a specific section of this Agreement, the rights, powers and authority held by the Board under any agreements regarding regionalization, general or special act of the legislature, regulation or other type of lawful provision over matters involving the Amity Regional School District, including but not limited to full control over the policies, practices, procedures and regulations with respect to employees of the Board covered by this Agreement at all its schools, shall remain vested solely and exclusively in the Board. The exclusive functions and rights of the Board include, but are not restricted to, the right to: direct the operation of the public schools in the system in all aspects; select and employ new personnel; and manage the school system and the direction of its work force.

ARTICLE III
APPOINTMENT

Section 3.1:

New employees shall be hired on a probationary basis for a period of one hundred eighty (180) calendar days. For the purpose of the probationary period, school recess and all absences from work (paid or unpaid), shall not be counted toward the one hundred eighty (180) calendar day period. Upon evaluation by their immediate supervisor and the Principal of the building to which they are assigned a recommendation to either retain or terminate employment shall be made to the Superintendent of Schools or his/her designee. The employee under consideration shall be informed with rationale of such decision by the Superintendent of Schools or his/her designee. If an employee is discharged during or at the conclusion of the probationary period, neither the employee nor the Union shall have recourse to the grievance or arbitration provisions of this Agreement with respect to such discharge.

Section 3.2:

Except as set forth in Section 3.3 and Section 3.4 of the Agreement, openings for Administrative Assistant and clerical positions shall be publicized in each school at least ten (10) calendar days in advance of the intended date of filling the vacancy. Notwithstanding the foregoing, the posting period may be reduced to five (5) calendar days by mutual

agreement between the Union and the Superintendent of Schools or his or her designee. All clerical and administrative assistant employees who meet the minimum qualifications for the position shall be given the opportunity to make application for such openings. Employees shall be notified of any openings that occur through notice sent over the school e-mail.

Section 3.3:

Vacant positions that the Board intends to fill shall be filled in the discretion of the Superintendent of Schools. If in the determination of the Superintendent of Schools applicants for a vacant position are substantially equivalent, preference shall be given to the most senior qualified bargaining unit personnel employee of the Board. In making such determination regarding qualifications, the performance of the employee shall be considered by the Superintendent of Schools.

Section 3.4:

Notwithstanding the foregoing, positions may be filled on a temporary basis without following the foregoing procedure whenever the timing or the urgency of the situation makes the above procedure impracticable. Positions filled in this manner will be of short-term duration not exceeding one hundred and eighty (180) calendar days. However, the one hundred and eighty (180) calendar day period may be extended by the Superintendent of Schools or his/her designee for reasonable cause after consultation with the Union, provided the period of the extension does not exceed a total of one hundred and twenty (120) calendar days. Upon appointment of an individual as a temporary employee under the provisions of this section, the district shall promptly notify the Union President of such appointment in writing. Notification shall include the position filled, the rate of pay and the anticipated duration of the temporary appointment.

ARTICLE IV **LEAVE PROVISIONS**

Section 4.1:

During the first year of employment, regularly employed twelve (12) month personnel will earn sick leave at the rate of one and one-quarter (1¼) days for each calendar completed month employed, not to exceed fifteen (15) working days per contract year. Effective on the first July occurring after an employee's date of hire, fifteen (15) sick days shall be credited to each employee on July 1st of each contract year. Unused sick leave is cumulative annually without limitation. Notwithstanding the above, employees hired on or after July 1, 1988, shall be allowed to accumulate no more than one hundred fifty (150) days of unused sick leave.

Section 4.2:

During the first year of employment regularly employed personnel who work on a ten (10) month basis will earn sick leave at the rate of one and one-fifth (1 1/5) days for each completed calendar month employed, not to exceed twelve (12) working days per contract year. Effective on the first July 1st occurring after an employee's date of hire, twelve (12) sick days shall be credited to each employee on July 1st of each contract year. Unused sick leave is cumulative annually without limitation. Notwithstanding the above, employees hired on or after July 1, 1988, shall be allowed to accumulate no more than one hundred fifty (150) days of unused sick leave.

Section 4.3:

Regularly employed full-time personnel who work at least ten (10) months per year will be accorded three (3) days per contract year to be used only for personal business that cannot be transacted outside of work hours. In the first year of employment through June 30th, said days shall be prorated from the date of hire. Notification of such leave must be made on the employee attendance system as far in advance as is possible. In an emergency situation, the immediate supervisor may grant a personal day on shorter notice. Personal days shall not, however, be approved to extend a vacation or holiday period.

Section 4.4 - Funeral Leave:

Regularly employed personnel who work on a ten (10) or twelve (12) month basis will be accorded a maximum leave of five (5) days per contract year for each death of an immediate family member, immediate family member is defined as including a parent, a brother, or sister, spouse, or son or daughter.

A maximum leave of three (3) days per school year shall be accorded for each death of a grandparent, grandchild, father-in-law, mother-in-law, brother-in-law or sister-in-law, daughter-in-law and son-in-law.

Regularly employed personnel shall be granted a maximum leave of one (1) day for each death of an uncle or aunt.

Section 4.5:

Paid sick leave may be used by employees for his/her own illness. Additionally, paid sick leave may be used by employees for an illness to the employee's spouse or child for the reasons and for the maximum number of days per calendar year as set forth under the provisions of Connecticut General Statutes Section 31-57r et. seq. (the paid sick leave law).

Section 4.6:

Sick leave shall commence on the date and at the time of specific notification on the employee attendance system. Failure of the employee to provide such appropriate notifications shall mean the forfeiture of pay for the claimed period.

Section 4.7:

For absence for which sick leave is claimed, the Superintendent of Schools or his/her designee may require evidence in the form of a note from the physician treating the employee for the illness or injury that caused the sick day. Such note shall state the nature of the illness or injury and the expected duration.

Section 4.8:

Whenever a regularly employed person is absent from school as a result of a personal injury caused by an accident subject to Workers' Compensation and arising out of and in the course of his/her employment by Regional School District #5, he/she shall be paid his/her full salary for the period of such absence for up to six (6) calendar months without having such absence charged to the annual sick leave or accumulated sick leave. Any amount of salary payable pursuant to this section shall be reduced by the amount of any Workers' Compensation award for temporary total disability benefits or temporary partial disability benefits due to the said accident for the period for which such salary is paid. The Board shall have the right to have the employee examined by a physician designated by the Board for the purpose of establishing the length of time during which the employee is temporarily disabled from performing his/her duties; and, in the event that there is no adjudication on the appropriate Workers' Compensation proceeding for the period of temporary total or temporary partial disability, the opinion of said physician as to the said period shall control, providing there is no conflicting medical opinion. Should such conflict arise the employee shall remain on temporary total disability or temporary partial disability (if no work within his/her restrictions is available, as determined by the Board) until adjudicated by the Workers' Compensation Commission.

Section 4.9:

An employee who is officially summoned for jury duty shall be paid the difference between the employee's regular daily wages and the compensation received for jury duty. This principle shall apply only for those days when the employee is actually serving as a juror. Whenever the employee is on leave from jury duty, he/she is expected to report to his/her regular work assignment. Upon receipt of a juror questionnaire its receipt is to be reported by the employee within seven (7) calendar days of the date of receipt to the building Principal or supervisor. In order to receive the pay differential, an employee must provide verification to his or her supervisor that he or she actually performed jury duty.

Section 4.10:

Employees whose services are terminated for just cause shall not be entitled to compensation in lieu of unused sick leave.

Section 4.11:

Upon retirement under the Social Security Act or the Board's retirement plan, or death, a regularly employed full-time employee or his/her estate, shall be paid for one-half ($\frac{1}{2}$) of all accumulated unused sick days. To be eligible for such payment the employee must have been hired prior to July 1, 1998 and in the continuous service of the Board of Education in a bargaining unit position covered by this Agreement for at least five (5) full school years. Payment for each day of unused sick leave so provided shall be at the hourly rate of the position as of June 30, 2006. Employees hired on or after July 1, 1988, shall be limited to a maximum potential pay of seventy-five (75) days ($\frac{1}{2}$ of 150) of accumulated unused sick leave. Employees hired on or after July 1, 1998 and before July 1, 2008, shall be limited to a maximum potential thirty (30) days ($\frac{1}{2}$ of 60) of accumulated unused sick leave. Employees hired on or after July 1, 2008 shall not be eligible for sick leave payout. No payments shall be made retroactively to any persons currently retired or deceased.

Section 4.12:

After retirement, under the Social Security Act, or the Board's retirement plan, regularly employed ten (10) month and twelve (12) month employees shall be offered the privilege to continue to be covered under the Board of Education group medical and dental insurance plans if allowable by the insurance carriers, provided that the retired employee (or his/her spouse) pays the full premium to the Board of Education prior to the twentieth (20th) of the preceding month. Participation in the Board offered group medical and dental insurance plans shall be available to the employee until the employee or his/her spouse reaches the age of sixty-five (65) (whichever occurs sooner). The responsibility of paying the premium rests solely with the employee (or his/her spouse) and must be paid via electronic fund transfers. The Board of Education will not be sending any bills or reminders. Failure to pay the premium on time shall result in the automatic termination of coverage at the conclusion of the month which has already been paid.

ARTICLE V
VACATION

Section 5.1:

Vacation leave shall be granted to all regularly employed twelve (12) month personnel in accordance with Article V, Section 5.3.

Section 5.2:

All vacation dates are subject to approval by the Superintendent of Schools, building Principal or supervising Director, who shall take into consideration the needs of the Amity Regional Schools. Such approval shall not be unreasonably withheld.

Section 5.3:

Vacation leave shall be granted to all regularly employed twelve (12) month personnel as defined in Section 5.1 of this Article in accordance with the following schedules:

For the first year of service, regularly employed full-time twelve (12) month employees will earn vacation leave at a rate of one (1) day for each calendar month of service, not to exceed five (5) days. Such leave shall become effective for utilization only after completion of six (6) months of service. On the July 1st following the completion of at least one (1) year of completed service, said employee shall be credited with ten (10) days of vacation.

Example: Employee hired on April 1, 2001 completes six months October 1, 2001 is entitled to five (5) days of vacation to be utilized between October 1, 2001 and June 30, 2002. Effective July 1, 2002 employee is entitled to ten (10) days of vacation to be utilized between July 1, 2002 and June 30, 2003.

Section 5.4:

One and one-half (1½) additional vacation days shall be granted for each two (2) years of service as of July 1st, subject to the maximum set forth in Section 5.5, as reflected in the table below.

<u>Years of Completed Service as of July 1st</u>	<u>Vacation Days Posted as of July 1st</u>
2	11.5
4	13.0
6	14.5
8	16.0
10	17.5
12	19.0
14	20.0

Section 5.5:

Total vacation days may not exceed twenty (20) working days, except for bargaining unit employees hired prior to January 1, 1995. Bargaining unit employees hired prior to January

1, 1995 shall be eligible for twenty-two (22) vacation days upon completion of twenty (20) years of service (with such days posted as of July 1st, as set forth above).

Section 5.6:

Vacation may not be carried over from one (1) year to the next, unless the Superintendent of Schools approves a carryover as a result of the district's request that an employee refrain from using vacation days in order to meet the needs of the district.

Employees who commence work for the Board after July 1st in a bargaining unit position covered by this Agreement shall earn vacation time on a pro-rata basis after six (6) months of employment. Such vacation time must be used by the ensuing June 30th. During the employees' subsequent year of employment, he/she will not receive additional vacation time, provided, the employee may carry over vacation days as set forth herein.

Section 5.7:

If a full-time (twelve (12) month) employee resigns or retires, she/he shall receive payment for unused vacation days credited during the prior contract year. Additionally, if a full-time (twelve month) employee is employed for at least six (6) months of the contract year and resigns or retires before the end of the contract year, the employee shall receive payment for unused vacation days on a pro rata basis based on the number of months worked by the employee in the contract year in question, provided that the employee gives written notice of such resignation or retirement to the Superintendent of Schools or the Superintendent of School's designee at least thirty (30) calendar days in advance. The Superintendent of Schools may waive the notice requirement in the Superintendent of School's discretion, in the case of extenuating circumstances that make it impossible for the employee to provide such notice.

ARTICLE VI
HOLIDAY LEAVE

Section 6.1:

The following days in each year shall be paid holidays for twelve (12) month employees when they fall on a normal weekday plus any other days observed by the Board:

New Year's Day
Martin Luther King's Day
Presidents' Day
Good Friday
Memorial Day
Independence Day

Labor Day
Columbus Day
Two (2) Floating Holidays
Thanksgiving Day (2 days)
Christmas Day (2 days)

The use of a floating holiday shall be by mutual agreement between the employee and the employee's immediate supervisor.

A floating holiday must be used prior to the end of the contract year that it was credited.

For paid holidays, employees shall be paid for the number of hours they are regularly scheduled to work on the days on which the holiday is observed as set forth under Article VIII, Section 8.3.

Section 6.1.1:

The following days in each year shall be paid holidays when they fall on a normal weekday for ten (10) month employees covered by this Agreement:

Martin Luther King Day	Presidents' Day
Columbus Day	Memorial Day
Floating Holiday	Thanksgiving Day
Labor Day	Christmas Day
	New Year's Day

Ten (10) month employees covered by this Agreement shall be eligible for the religious holidays observed by the Board during the school year, which are not currently listed in Sections 6.1 and 6.1.1 that fall on a workday and are paid holidays for twelve (12) month employees.

The use of the floating holiday shall be by mutual agreement between the employee and the employee's immediate supervisor.

A floating holiday must be used prior to the end of the contract year that it was credited.

For paid holidays, employees shall be paid for the number of hours they are regularly scheduled to work on the days on which the holiday is observed as set forth under Article VIII, Section 8.3.

Section 6.2:

In order to qualify for holiday leave, an eligible employee shall have worked on the last regularly scheduled workday prior to and the next regularly scheduled workday following the holiday, unless the employee is out of work due to a previously approved vacation day, excused sick leave, jury duty or funeral leave. In the case of a sick leave, the sick leave will be considered excused if the employee submits a note from the physician treating the employee for the illness that caused the sick day no later than the second workday following the holiday that is satisfactory to the Superintendent or his/her designee. In the case of jury duty, the employee may qualify for paid leave only upon presenting proof of service upon his/her return to work.

Section 6.3:

Holidays (as set forth under Article VI, Sections 6.1 and 6.1.1) shall be observed in accordance with the annual school calendar. Except as set forth herein, any of the enumerated holidays that are not addressed in the annual school calendar will be recognized as a paid holiday on the day the federal government observes as the holiday. The two (2) days for Christmas will be determined by the Board based on when Christmas Day falls during the calendar week (the second day will either be the day before or the day after Christmas). The day after Thanksgiving will be observed as the second Thanksgiving Day holiday.

**ARTICLE VII
UNAUTHORIZED LEAVE**

Section 7.1:

Unauthorized absence may be grounds for discipline, up to and including dismissal.

**ARTICLE VIII
WORK HOURS AND SCHOOL OFFICE COVERAGE**

Section 8.1:

Except as otherwise provided in this Agreement, all full-time employees shall work an eight (8) hour day, and a total of forty (40) hours a week.

Within the eight (8) hour day, full-time employees shall receive a one half (½) hour paid lunch break and two (2) fifteen (15) minute paid breaks (a morning and afternoon break).

Overtime assignments remain at the discretion of the Superintendent of Schools. In order to work beyond the regular workday or workweek, the employee must have prior written approval by the Superintendent or his or her designee.

Section 8.2:

School offices shall be open on all weekdays with the exception of those detailed in Section 6.1.

Section 8.3:

All full-time (twelve (12) month) employees are expected to be on duty for a seven (7) hour work days during Christmas, winter, spring and the summer recesses. Such days shall include a one-half (½) hour paid lunch break and two (2) fifteen (15) minute paid breaks (a morning and afternoon break).

Employees shall be paid only for actual hours worked during the Christmas, winter, spring and the summer recesses, unless they are eligible to charge the work hours they are scheduled

to work during the recesses to an authorized leave category in accordance with the provisions of this Agreement.

Section 8.4:

The start of school shall be defined as the day teachers' return to work for either a teacher only day or a professional development day (whichever occurs first). Hours at work shall be arranged on a rotating basis, and approved by the immediate supervisor. Employees shall be paid only for actual hours worked during such time period, unless they are eligible to charge the work hours they are scheduled to work during such time period to an authorized leave category in accordance with the provisions of this Agreement.

Section 8.5:

Ten (10) month employees do not work during school recesses, school vacations and holidays as specified in Section 6.1.1. They do, however, work for 10 working days at regularly scheduled hours during the summer recess as determined by the Superintendent or his/her designee. The teacher days scheduled prior to school opening are work days counted as part of the ten (10) working days required during the summer and not in addition to those days.

Section 8.6:

Schedules shall be determined by the Superintendent of Schools, building Principal or supervising Director. An employee shall not leave the school to which assigned, during working hours, without the knowledge and permission of the building Principal or supervising Director.

Section 8.7:

School is cancelled due to weather conditions or other factors beyond the control of the Board and remote classes are being conducted

If school is cancelled and classes are being conducted remotely, all ten (10) month and twelve (12) month employees are expected to report to work.

If a ten (10) month or twelve (12) month employee does not report to work on such days, the employee must designate the day(s) as personal leave or vacation (if applicable) in order to receive pay for the day(s).

School is cancelled due to weather conditions or other factors beyond the control of the Board and remote classes are not being conducted

In the event that school is cancelled due to weather conditions or other factors beyond the control of the Board and classes are not being conducted remotely, all twelve (12) month

employees are expected to report to work; ten (10) month employees are not expected to report to work and will not receive remuneration for the day(s) until the day is made up.

If a twelve (12) month employee does not report to work on such days the employee must designate the day(s) as personal leave or vacation (if applicable) in order to receive remuneration for the day(s).

School offices are closed

In the event that all school offices are closed and bargaining unit employees are not expected to work, twelve (12) month employees scheduled to work on the school closure day shall receive such day(s) off with pay; ten (10) month employees will not receive remuneration for the day(s) until the day is made up.

Section 8.8:

When the daily school opening hours are delayed due to weather conditions or other factors beyond the control of the Board, employees are expected to report to work at their regularly scheduled hours, or as soon as such conditions permit. If the employee is unable to report to work on time, the employee must advise the building principal of the school he/she is normally assigned that he/she will be late. Employees shall have the option of making up the lost time or losing compensation for time not worked.

Section 8.9:

In order to better utilize the workforce, during the summer recess or when classes are being conducted remotely, bargaining unit employees may work in different schools than their regular assignment, as determined by the Superintendent or his/her designee.

ARTICLE IX ADMINISTRATIVE ASSISTANT SUPERVISORY POLICIES

Section 9.1:

Employees shall be responsible to their immediate supervisor and shall be evaluated by that supervisor and the building Principal on a yearly basis. However, such evaluations shall not be subject to the grievance and/or arbitration procedure.

ARTICLE X WAGES

Section 10.1:

The wage schedule and medical insurance benefits are included in Appendix A of this Agreement.

Section 10.2:

Any advance or upward adjustment in the schedule is not mandatory, and an increment may be withheld for just cause by the Superintendent of Schools.

Section 10.3:

All employees shall be compensated at straight time for up to eight (8) hours per day/forty (40) hours per calendar week. Approved time worked at the direction of the building administrator in excess of eight (8) hours per day/forty (40) hours in a calendar week shall be compensated at time and one-half (1½) the hourly rate. Time for which pay is expected beyond the standard scheduled workday/workweek should be submitted by the employee and forwarded to the administration. Payment for unworked days due to inclement weather or paid leave time will not be counted toward the forty (40) hour work week.

Section 10.4:

Work in a Higher Classification. When an employee is assigned, in writing, by the Superintendent or his/her designee to work in a higher classification for a period of greater than five (5) consecutive work days, the employee shall receive the rate of pay for the higher classification retroactive to the first day of the assignment. The higher wage rate will continue to apply for the consecutive work days period the employee is assigned to work in the higher classification by the Superintendent or his/her designee.

Assisting co-workers with administrative functions shall not equate to working in a higher classification as set forth herein.

Section 10.5:

All employees shall be paid via direct deposit. Accordingly, all current and future employees shall complete the necessary documentation requested by the Board in order for the Board to pay the employee via direct deposit.

All employees will receive their W-2 and 1095 forms electronically.

ARTICLE XI
GENERAL PROVISIONS

Section 11.1:

This contract constitutes the entire agreement between the Amity Board of Education and the School Clerical and Administrative Assistant Employees, Local 1301-178 of Council #4, AFSCME, AFL-CIO and settles all demands and issues for the term of the contract with respect to any and all matters subject to negotiations.

Section 11.2:

For the duration of this contract, and in accordance with the Municipal Employee Relations Act, the Board of Education and the Union waive the right to negotiate and each agrees that the other shall not be obligated to negotiate with respect to any subject or matter which is subject to negotiations whether or not such subject or matter is specifically referred to herein.

Section 11.3:

This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties. In the event a situation of unusual nature arises, said subject may be discussed provided that both the Board of Education and the Union mutually agree to said discussion. Either the Board of Education or the Union may request in writing of the Superintendent of Schools or his/her designee said discussion.

Any agreement reached shall be reduced to writing, shall be signed by the Board and the Union, and shall become an addendum to this Agreement.

Section 11.4:

If any section, sentence, clause or phrase of this Agreement shall be held for any reason to be inoperative, void or invalid, the validity of the remaining portions of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement that no portion thereof or provision therein, 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 the adopted provisions contained therein and apart from the other. The Board of Education and the Union agree if any part of this Agreement is ruled invalid, they will meet and discuss the impact upon employees within thirty (30) days after such ruling, but there will be no obligation to negotiate.

Section 11.5:

The Board of Education and the Union subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program.

Section 11.6:

The Union and the individual employees agree that they shall not organize, participate in, condone and endorse any strike, slowdown or other work stoppage by employees during the term of this Agreement. The Board of Education agrees that it shall not lock out the employees during the term of this Agreement.

Section 11.7:

If any illness or injury results in a disability that has prevented the employee from performing the essential functions of the position (with or without a reasonable accommodation) for a

period of twelve (12) months or longer, the Board shall have the right to discharge the employee.

ARTICLE XII **NON-DISCRIMINATION**

Section 12.1:

There shall be no discrimination, coercion or intimidation of any kind against any employee of the Board of Education for any reason whatsoever, including marital status, age, sex, race, creed, national origin, religious belief, Union activity or lack of Union activity either by the Board or by the Union.

Claims of discrimination by members of the bargaining unit may be pursued under the procedures established by the Connecticut Commission on Human Rights and Opportunities and the United States Equal Employment Opportunity Commission; such claims may not be pursued under the Grievance procedure set forth in Article XIV of this Agreement.

ARTICLE XIII **STAFF REDUCTIONS**

Section 13.1:

When a reduction in Category I or II occurs, layoffs shall be in inverse order of seniority within the affected category. If the laid off employee has more seniority than employee(s) in the other category, he/she shall have the option to bump the least senior employee in that other category or to take layoff.

When a reduction in Category III or IV occurs, layoffs shall be in inverse order of seniority within the affected category, provided that one or more of the remaining employees are qualified to perform the work in question in the judgment of the Superintendent or designee. If the laid off employee has more seniority than employee(s) in the next lower category, he/she shall have the option to bump the least senior employee in the next lower category or to take a layoff, provided that he/she is qualified to perform the work in question, in the judgment of the Superintendent or designee.

In making determinations regarding qualifications, the performance of the employee shall be considered by the Superintendent of Schools.

Section 13.2:

Seniority, for purposes of vying for positions for reasons of layoff, reduction and/or abolishment of position(s), is defined as the total years of service (either ten (10) or twelve (12) months) in the employ of the Board in a bargaining unit position covered by this Agreement.

Section 13.3:

An employee who has been laid off shall have recall rights for a period of twelve (12) months from the date of layoff to vacancies in the Category from which he/she was laid off (with Category I and Category II being treated as the same category for such purpose), or to vacancies in the next lower classification, provided that he/she is qualified to perform the work in question, in the judgment of the Superintendent or designee. If more than one employee has recall rights to the same position, recall shall be in inverse order of layoff.

In making determinations regarding qualifications, the performance of the employee shall be considered by the Superintendent of Schools.

ARTICLE XIV
GRIEVANCE AND ARBITRATION PROCEDURE

Section 14.0:

A "grievance" shall be defined as a misapplication or misinterpretation of a specific term of this Agreement. All grievances shall be in writing and must be filed with the Principal with a copy to the Superintendent of Schools or his/her designee within ten (10) working days of the act or omission which is the basis of the complaint.

Section 14.1:

The written grievance shall be taken up by the employee and/or his/her representative and the Principal at a meeting within five (5) working days of the submission of the written grievance to the Principal. The Principal shall answer the grievance in writing within five (5) working days of that meeting.

Section 14.2:

If the employee is dissatisfied with the answer of the Principal, he/she may file a written appeal within five (5) working days of the receipt of the Principal's answer, or within five (5) working days of the deadline for such answer if no such answer is received. That appeal is to be filed with the Superintendent of Schools or his/her designee. The Superintendent of Schools or his/her designee shall hold a meeting within five (5) working days of the receipt of the written appeal and shall issue an answer in writing within five (5) working days of the meeting.

Section 14.3:

If the employee is dissatisfied with the answer of the Superintendent of Schools or his/her designee, he or she may file a written appeal within five (5) days of the receipt of the answer of the Superintendent of Schools with the Board of Education, or within five (5) working days of the deadline for such answer if no such answer is received. The Board of Education (or a committee designated by the Board) shall hold a meeting within twenty (20) days of

the receipt of the written appeal and shall issue an answer in writing within fifteen (15) days of the meeting.

Section 14.4:

It is agreed that time is of the essence in the grievance procedure. All time limits, however, may be extended by written agreement between the parties on a case by case basis, except the original filing of the grievance. The Union shall have the right to advance the grievance to the next step if the Board's representative does not respond within the time limits at his/her level. Failure to appeal the grievance within the time limits shall constitute waiver of the grievance.

Section 14.5:

Any unresolved grievance may be submitted to arbitration with the American Arbitration Association (the "AAA"), or by mutual agreement of the Board and the Union to the American Dispute Resolution Center (the "ADRC"), within ten (10) calendar days of the decision of the Board of Education. Arbitration shall be conducted in accordance with the rules and regulations of the AAA or the ADRC, respectively.

Section 14.6:

The request for arbitration shall be in writing and a copy of the request shall be submitted to the Superintendent of Schools or his/her designee within the required time period.

Section 14.7:

The cost of arbitration shall be shared equally by the Board of Education and the Union.

Section 14.8:

The Arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning and conclusions on the issues submitted. The Arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement. The arbitrator(s) shall have no power to add to, delete from, or modify in any way the provisions of this Agreement. Provided that the Arbitrator shall not usurp the functions of the Board or the proper exercise of its judgment and discretion under the law and this Agreement, the decision of the Arbitrator shall be submitted to the Board and to the Union and shall be final and binding, except as otherwise provided by law.

ARTICLE XV **PENSION**

Section 15.1:

- A. As of July 1, 1983, the employees hired prior to July 1, 2016 shall be covered by the Amity Regional School District Number 5 Pension Plan.

Such eligible employees shall contribute the following percentages toward the Amity Regional High School District #5 Pension Plan:

July 1, 2020 through June 30, 2021	3%
July 1, 2021 through June 30, 2022	3.5%
July 1, 2022 through June 30, 2023	4%

- B. Employees hired on or after July 1, 2016 shall be offered a 401(A) Plan in lieu of the Amity Regional School District Number 5 Pension Plan.
- C. Upon retirement under either plan set forth under A and B above, the employee and his/her spouse shall have the option of continuing in the group insurance programs described in Article IV herein at the employee's expense until the employee or his/her spouse reaches the age of sixty-five (65) (whichever occurs sooner).
- D. The Board and the Union recognize that significant changes in benefits must be negotiated by the parties.

ARTICLE XVI **DISCIPLINE**

Section 16.1:

Any disciplinary action which results in a loss of pay for the employee being disciplined (e.g., suspension, demotion, dismissal) shall be for just cause.

Section 16.2:

Should any employee need to be questioned about matters which may result in disciplinary action being taken, they shall have the right to Union representation before questioning begins.

Section 16.3:

After a decision is made to impose suspension, demotion or dismissal, the Superintendent or his/her designee shall notify the Union of the discipline. This Article shall not apply in cases where the employee is relieved of duty immediately.

Written notice of the formal disciplinary action (suspension, demotion or dismissal) shall be sent to the employee by certified mail or served in person. A copy of such notice shall be provided to the Union within twenty-four (24) hours of the notice to the employee.

ARTICLE XVII
DURATION

Section 17.1:

The provisions of Article XI, Section 11.1 and Appendix A of the Agreement shall be effective July 1, 2020 and shall continue and remain in full force and effect to and including June 30, 2023. The remainder of the Agreement shall be effective upon execution and remain in full force and effect to and including June 30, 2023.

IN WITNESS WHEREOF, the parties hereunto have caused these presents to be executed by their proper officers, hereunto duly authorized and their seals affixed hereto on this 9th day of March, 2021.

**FOR AMITY REGIONAL
SCHOOL DISTRICT**



Jennifer P. Byars, Superintendent

3/9/2021

**LOCAL 1303-178 OF COUNCIL 4
AFSCME, AFL-CIO**



President

3/9/21

CLASSIFICATION OF POSITIONS

Category I

This category is applicable to 10-month Administrative Assistants. Ten (10) month Administrative Assistants do not work during school recesses, school vacations and holidays as specified in Section 6.1.1. They do, however, work for 10 working days at regularly scheduled hours during the summer recess as determined by the Superintendent or his/her designee. The teacher days scheduled prior to school opening are work days counted as part of the ten (10) working days required during the summer and not in addition to those days.

Category II

The 12-month Administrative Assistants in this category are directly responsible to the Unit Administrative Assistant as regards office supervision and management. For special areas he/she shall normally work under the direction of the professional staff member responsible for that area.

Category III

The Unit Administrative Assistant is directly responsible to the Building Administrator for the office management of the school. He/she has supervisory authority over all office personnel employed as 10 or 12 month Administrative Assistants for the school.

The Administrative Assistant to the Director of Curriculum and Staff Development/Clerk to the Board of Education shall be classified in Category III. The Registrar shall be classified in Category III. Effective July 1, 2021, the Administrative Assistant to the Director of Athletics and the Administrative Assistant to the Director of Technology shall be classified as Category III.

Category IV

The Accounts Payable Coordinator and Accounting Assistant, and Benefit Specialist/Payroll Assistant are directly responsible to the Director of Finance and Administration and shall be classified in Category IV. Additionally, the Administrative Assistant to the Director Pupil Personnel Services shall be classified in Category IV.

STIPENDS

The Middle School Administrative Assistant required to handle the Student Activity Accounts and Special Revenue Accounts shall receive an additional stipend in the following amount: seven hundred fifty dollars (\$750.00)

The High School Administrative Assistant required to handle the Student Activity Accounts and Special Revenue Accounts shall receive an additional stipend in the following amount: two thousand dollars (\$2,000.00).

**APPENDIX A
ADMINISTRATIVE ASSISTANT WAGE SCHEDULE**

July 1, 2020 - June 30, 2021

<u>Category I</u>	<u>Category II</u>	<u>Category III</u>	<u>Category IV</u>
\$25.35	\$25.35	\$27.69	\$33.01

July 1, 2021 - June 30, 2022

<u>Category I</u>	<u>Category II</u>	<u>Category III</u>	<u>Category IV</u>
\$25.85	\$25.85	\$28.25	\$33.67

July 1, 2022 - June 30, 2023

<u>Category I</u>	<u>Category II</u>	<u>Category III</u>	<u>Category IV</u>
\$26.37	\$26.37	\$28.81	\$34.34

Except as otherwise provided in Section 8.7 of this Agreement, employees shall be paid at the applicable hourly rates only for: (1) actual hours worked, unless they are eligible to charge the work hours they are scheduled to work during such time period to an authorized paid leave category in accordance with the provisions of this Agreement; and (2) paid holidays, in accordance with Article VI of this Agreement. For paid holidays, employees shall be paid for the number of hours they are regularly scheduled to work on the days on which the holiday is observed.

The starting rate for new employees, not previously employed by the Board, shall be ten percent (10%) less than the lowest rate in effect and applied to the appropriate job classification. At the completion of six (6) months of service, the new employee shall be paid five percent (5%) less than the lowest rate in effect and applied to the appropriate job classification. At the completion of one year of service, the employee shall be raised to the appropriate rate.

APPENDIX B INSURANCE

Section 1:

1. The High Deductible Health Plan (HDHP) described below (that includes vision coverage) shall be the insurance plan.

An eligible employee in his/her first year of employment with the Board who is scheduled to commence work after March 31st shall be eligible for the HDHP with a Health Reimbursement Account (“HRA”) in lieu of a Health Savings Account (“HSA”) through December 31st of his/her first year of employment with the Board.

The premium cost and a comparable funding amount to the HSA deposit from the Board for those enrolled in the HRA for the HDHP shall be in accordance with the language set forth below for the applicable contract year.

Effective July 1, 2020 the Board agrees to pay eighty-five percent (85%) of the HDHP and dental premium with the employee paying the remaining costs for coverage by payroll deduction.

Effective July 1, 2021 the Board agrees to pay eighty-four percent (84%) of the HDHP and dental premium, with the employee paying the remaining costs for coverage by payroll deduction.

Effective July 1, 2022 the Board agrees to pay eighty-three percent (83%) of the HDHP and dental premium, with the employee paying the remaining costs for coverage by payroll deduction.

HDHP

Effective in each contract year, the HDHP shall include the following components:

	In-Network	Out-of-Network
Annual Deductible (individual/aggregate family)	\$2,000/\$4,000	
Co-insurance	90%/10% after deductible up to cost share maximum	70%/30% after deductible up to cost share maximum
Cost Share Maximum (individual/aggregate family)	<p>January 1, 2021 – December 31, 2021: \$2,750/\$5,500 (in network)</p> <p>January 1, 2022 – December 31, 2022: \$2,750/\$5,500 (in network)</p> <p>January 1, 2023 – December 31, 2023: \$2,750/\$5,500 (in network)</p>	

	\$4,000/\$8,000 (out of network)	
Lifetime Maximum	Unlimited	\$1,000,000
Preventive Care (as defined by the medical plan administrator)	Deductible and co- insurance not applicable	30% co-insurance after deductible, subject to co- insurance limits
Prescription Drug Coverage	Subject to co-insurance of 90%/10%	

In the event that an employee is ineligible for a health savings account ("HSA"), he/she shall be offered a health reimbursement account.

An employee shall receive a prorated contribution toward his/her HSA, if the employee: (a) is hired by the Board after the commencement of the applicable plan year; or (b) he/she elects health insurance after the commencement of the plan year due to a change in status.

The prorated amount of the contribution shall be based on the first day that the employee is covered under the plan through June 30th of the applicable contract year.

The Board will fund the following percentages of the applicable HDHP deductible amount (on a calendar year basis).

January 1, 2021 - December 31, 2021	45%
January 1, 2022 - December 31, 2022	45%
January 1, 2023 - December 31, 2023	45%

The Board's contribution toward the HDHP deductible will be deposited into the HSA accounts on or about January 1st (fifty percent (50%) of the Board's contribution) and on or about July 1st (fifty percent (50%) of the Board's contribution) on an annual basis.

The parties acknowledge that the Board's contribution toward the funding of the HDHP is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed employees. The Board shall have no obligation to fund any portion of the HDHP deductible for retirees or other individuals upon their separation from employment.

The Board's contribution toward the individual deductible shall be pro-rated for any year in which an employee participates in the HDHP for less than a full calendar year.

2. The Board will provide dental insurance for each employee including Additional Basic Benefits Rider A and the Unmarried Dependent Child Rider, age 19 through 24.

3. The Board agrees to provide a thirty thousand dollar (\$30,000.00) term life insurance policy for each employee.
4. The employee may elect to waive all health and dental insurance benefits and, in lieu thereof, be remunerated in the amount of twenty-five percent (25%) of the premium saved by the Board at the time of the waiver because of said waiver at the applicable health insurance coverage (defined as health and dental insurance that he/she is eligible to elect, i.e. - single, two-person or family) to a maximum of two thousand dollars (\$2,000.00) for single coverage, four thousand two hundred dollars (\$4,200.00) for two-person coverage and five thousand four hundred dollars (\$5,400.00) for family coverage. In order to receive such waiver, the employee must waive both health and dental benefits.

Such remuneration shall be paid twice per year, on or about December 1st and June 1st, and, except as set forth below, is not considered earnings with respect to pension benefit calculations.

Any employee who prior to July 1, 2016 had such waiver included as part of his/her pension benefit calculations will continue to be provided with this benefit, provided, if the employee subsequently re-enrolls in health insurance and then waives it, the reinstatement of the waiver will not be a part of the employee's pension benefit calculations.

Employees who choose this option may re-enroll in the Board's insurance plan only during an open enrollment period, except as otherwise required by law.