

**HOUSATONIC VALLEY REGIONAL SCHOOL
DISTRICT NO. 1**

AND

**LOCAL 1303-266 OF COUNCIL 4
AFSCME, AFL-CIO**

JULY 1, 2009 - JUNE 30, 2012

As negotiated in December, 2009.

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THIS AGREEMENT made and entered into between the Housatonic Valley Regional High School District No. 1 (hereinafter referred to as the "Board") and Local 1303-266 of Council 4, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union").

ARTICLE I
RECOGNITION

Section 1.0

The Board hereby recognizes the Union as the sole and exclusive representative for all non-certified employees pursuant to the Connecticut State Board of Labor Relations Case No. ME-12,743, for all collective bargaining with respect to wages, hours and other conditions of employment including the following three positions: School Nurse, Network Administrator and Assistant Business Manager, and excluding the Executive Secretary to the Superintendent.

Section 1.1

The Board retains and will continue to retain, whether exercised or not, the rights, responsibilities and prerogatives necessary to direct the operation of the Regional School District No. 1 Board of Education and all its aspects except as specifically surrendered or abridged by the express written provisions of this Agreement. It is recognized that such rights, powers, authority and functions include but are not limited to, decisions on the needs for school facilities; determination regarding the care, maintenance and operations of buildings, land apparatus and other proper use of school purposes; the employment, assignment, scheduling, and transfer of employees; the establishment and enforcement of such reasonable rules and regulations as it may from time to time deem necessary; the determination of the number of hours to be worked; and the employment and supervision of all employees in the organization and administration of the Regional District No. 1 Board of Education. No action taken by the Board with respect to such rights, responsibilities and prerogatives should be subject to the grievance procedure provisions of this Agreement, except as is otherwise provided for in the Agreement. The "Superintendent of Schools", as used in this Agreement shall mean the Superintendent or his/her designee. The term "Board of Education" or the "Board" as used in this Agreement shall mean the Regional District No. 1 Board of Education or its designee.

ARTICLE II
SAVINGS CLAUSE

Section 2.0

If any provisions of this Agreement shall be held or declared to be illegal by an authority of established and competent legal jurisdiction, or of no legal effect, said provisions shall be deemed null and void without affecting the obligations of the balance of this Agreement.

ARTICLE III **UNION SECURITY**

Section 3.0

Each employee who is a member of the Union as of the effective date of this Agreement shall remain a member of the Union in good standing or pay an agency service fee as a condition of employment. Each employee who is hired after the effective date of this Agreement shall become a member of the Union or pay an agency service fee as a condition of employment.

Section 3.1

The Board agrees to deduct from the pay of all its employees who authorize such deductions from their wages, such membership dues or agency fees as may be fixed by the Union. The Union shall supply to the Board written notice at least thirty (30) days prior to the effective date of any change in rates of fees and dues. In addition, the Union shall furnish the Board with a statement signed by the employee authorizing the Board to make such deduction(s). This statement is to be accepted by the Board.

Section 3.2

The monthly dues and/or service fees remittances to the Union will be accompanied by a list of names, addresses, and social security numbers of employees from whose wages such deductions have been made every six (6) months.

ARTICLE IV **DUES CHECK-OFF**

Section 4.0

The Board will deduct from the wages of each employee who certifies in writing to the Board that they authorize such deduction, the uniform monthly dues or service fees, as described in Article III. Such authorization shall be effective the month received by the Board.

Section 4.1

The Union agrees to indemnify and hold harmless the Board from any and all responsibilities and liabilities incurred by reason of the implementation of Article IV.

Section 4.2

Deductions will be made twice each month and all sums deducted shall be remitted to the Council #4 office no later than the end of each calendar month in which deductions are made. Said check shall be made payable to Local 1303-266, AFSCME, Council #4.

ARTICLE V
HOURS OF WORK

The Board of Education may vary the work schedules described in this article considering the needs of the school district and the Board agrees to bargain the impact, if any. The Board of Education or its designee shall provide notice on or before May 1st of the work schedules for the following year.

Section 5.0 - Custodial and Maintenance

The normal work week will consist of forty (40) hours, Monday through Friday. This time will be inclusive of a one-half (1 /2) hour meal period and one fifteen (15) minute break.

Section 5.1 - Work Day Hours

<u>Classification</u>	<u>Hours of Work</u>
Maintenance / Custodian Personnel	7:00 a.m. - 3:00 p.m.
Maintenance / Custodian Personnel	11:00 a.m. -7:00 p.m.
Custodians	3:00 p.m. - 11:00 p.m.
Night Shift Foremen	2:45 p.m. - 10:45 p.m.

Inclusive of one-half (1/2) hour meal period.

Section 5.2

Effective upon execution of this Agreement, each employee who starts his or her work shift after 3:00 p.m. or later and works continuously shall receive a night shift differential of fifty (\$.50) cents per hour.

Section 5.2.1 - Cafeteria Employees

The following shall constitute a paid workday, week and year:

<u>Titles</u>	<u>Hours/Day</u>	<u>Work Year</u>
Cafeteria Employees	2.5 – 8	180 days
Assistant Cafeteria Manager	2.5 - 8	190 days
Cafeteria Manager	8	195 days

Section 5.2.2

The normal workweek will consist of school days, Monday through Friday, when school is in session.

Section 5.3 - Support Staff Hours for the High School

The following shall constitute a paid workday, week and year:

<u>Title</u>	<u>Hours/Day</u>	<u>Work Year</u>	<u>Hours/Week</u>
Executive Secretary	8	12 months	40
Secretary	8	12 months	40
Part-Time Secretary	6.5	190 days	27.5
Vocational Agricultural Secretary	5.5	238 days	25
Library Paraprofessional	8	200 days	40
Educational Paraprofessionals	6-7	180 days	30-35
Computer Aide	8	12 months	40

Section 5.3.1

The normal work week will consist of five school days, Monday through Friday, and will include a one-half (1/2) hour paid meal period for those working eight (8) hours each day. Those working less than eight (8) hours each day will receive a one-half (1/2) hour unpaid meal period. Six (6) hour workers and five (5) hour workers will receive one (1) fifteen (15) minute break per day. Five (5) hour employees will take their break at a time designated by their supervisor(s).

Section 5.4 - Support Staff for RSSC

<u>Titles</u>	<u>Hours/Day</u>	<u>Work Year</u>	<u>Hours/Week</u>
Assistant Business Manager	8	12 months	40
Bookkeeper	8	12 months	40
Executive Secretaries	8	12 months	40
Administrative Assistants	8	12 months	40
Educational Paraprofessionals	2-7	180 days	10-35

Section 5.4.1

The normal work week will consist of five (5) school days, Monday through Friday, and will include a one-half (1/2) hour paid meal period for those working eight (8) hours per day plus a one (1) fifteen (15) minute break. Those working less than eight (8) hours each day will receive a one-half (1/2) hour unpaid meal period. Six (6) hour workers and five (5) hour workers shall receive one (1) fifteen (15) minute break per day. Five (5) hour employees will take their break at a time designated by their supervisor(s).

Section 5.5

The School Nurse is required to be in the school building for approximately thirty minutes before the start of the student day and for approximately thirty minutes after the end of the student day, and including the student day, but not to exceed 7.5 hours per work day.

The Network Administrator is required to be on the work site for a minimum of eight hours each day to address the identified needs in the district. The Network Administrator is generally expected to make himself/herself available to other certified and noncertified staff members

during the period of time of the student day at HVRHS. It is understood that the Network Administrator may choose, with prior approval of his/her immediate supervisor, to modify the start and end time for his/her daily work schedule to address urgent or unplanned network problems.

The work year for the School Nurse position will include each scheduled student day plus up to ten additional work days each year for additional assignments regarding student health needs. The work year for the Network Administrator will be 260 work days, inclusive of vacation days and holidays.

Section 5.6

During periods of hardship, work schedules may be made flexible upon approval of the immediate supervisor, and considering the needs of the school system.

ARTICLE VI **SENIORITY**

Section 6.0

The length of service, from the date of hire, of the employee with the Board shall determine the seniority of the employee.

Section 6.1

The principle of seniority shall govern and control in all cases in the decrease of the working force.

Section 6.2

In cases where an employee transfers or is promoted from one classification to another his or her seniority in the new classification shall be based on his or her original employment date with the Board.

Section 6.3

Seniority, for purposes of this Agreement, is defined as the total length of an employee's most recent period of continuous service with the Board. The employee's earned seniority shall not be lost because of absence due to illness, bereavement, jury duty, personal leave or authorized leave or while eligible for recall.

Section 6.4

Seniority shall be lost for the following reasons:

Voluntary resignation,
Discharge for cause, and
Failure to return to work, from layoff, after being recalled.

Section 6.5

The Board shall maintain a seniority list to record the status of each employee in the unit. The Union shall be provided with a copy of the seniority list annually, during the month of July. If mistakes are not brought to the attention of the Board of Education within thirty (30) days the list will be conclusive.

Section 6.6

Layoffs shall be by seniority within pay classifications, as set forth in the attached Wage Appendices.

An employee scheduled for layoff shall bump the least senior employee within his or her job classification. In turn, any displaced employee shall exercise his or her bumping rights in this manner. If no one else is in the classification, the employee shall bump into the next lower classification by pay provided they have seniority and can meet the job qualifications.

Section 6.6.1

For purposes of this Article, the job classifications are as set forth in the Wage Appendices.

Section 6.7

Any employee about to be laid off shall receive two (2) weeks' notice.

Section 6.8

Laid off employees with the most seniority, within classifications, shall be rehired first.

Section 6.9

New employees shall be considered probationary during their first ninety (90) calendar days of employment. During such probationary period the employee shall not attain seniority rights under this Agreement and the probationary employee will be subject to discharge by the Board, without access to the grievance procedure. At the successful completion of the probationary period, seniority shall be retroactive to the commencement of employment, and the employee shall have access to personal and sick day benefits. Access to health insurance shall commence on the sixty-first day of employment. Access to vacation day benefits shall commence after the one (1) year anniversary of employment.

Section 6.10

The right of seniority in re-employment shall be accorded to a laid off employee prior to new employees being hired provided such laid off employee responded to a notice to report for work within ten (10) days after receipt of notice, sent by certified mail to his or her last known address. If such laid off employee fails to respond he or she shall lose all rights of seniority recall.

Section 6.11

Recall rights for laid off employees shall be for two (2) years from date of layoff. Upon recall, employees shall be credited for the total amount of earned continuous seniority they had prior to layoff.

ARTICLE VII
VACANCIES AND PROMOTIONS

Section 7.0

When new jobs are created within the Union, the Board shall post the job title for seven working days and each employee who is interested will have the opportunity to apply for said opening(s), provided he or she is qualified. The senior qualified employee shall be given first consideration for the job. If the senior qualified employee is not promoted, consideration should then be given to the next senior employee in the unit who has applied for and is qualified for the position. The Board retains the right to fill positions from outside the unit and the system if no qualified employee from within applies.

ARTICLE VIII
OVERTIME

Section 8.0

Time and one-half of the non-exempt employee's hourly rate shall be paid to the employee if the employee actually works more than forty hours in one work week. Hours actually worked include hours that the employee performs his or her assigned tasks at Housatonic Valley Regional High School or Central Office, as well as paid holidays. Hours actually worked does not include other paid leave days, such as sick leave, personal leave, bereavement leave or vacation days.

Non-exempt employees who work special events on Saturdays will receive overtime compensation, time and one half of the employee's hourly rate, if they actually worked forty (40) hours during the relevant time period, or if some of the hours worked on Saturday put the employee above the forty (40) hour limit for the relevant time period.

Overtime must be approved by an administrator or designee.

Section 8.1

Double the employees' hourly rate shall be paid to all employees who are required to work-on Sunday.

Section 8.2

Double the employees' hourly rate shall be paid for all work performed on holidays in addition to holiday pay.

Section 8.3

Employees should be available for performing a reasonable amount of overtime work, daily or weekly, as part of their duties and responsibilities. All overtime work shall be offered equally to all employees within each classification and equalized during each fiscal year.

Section 8.4

Employees whose regularly scheduled work week is less than forty (40) hours per week can elect to accept their normal hourly rate of pay or time off if agreeable to their supervisor, which shall be equivalent to the extra hours they have worked. For purposes of this section only, extra hours of work is defined as hours worked beyond the normal work day or work week hours.

Section 8.5

To maintain overtime equalization within classification an employee who refuses overtime will be charged for those hours as if he or she had worked. The Board agrees to allow the Union steward to examine the overtime work records of each bargaining unit employee if a need arises.

Section 8.6

Any employee who has left the Board's premises and who is called back to work after the termination of his or her regular shift shall receive a minimum of two (2) hours pay at the applicable overtime rate.

Section 8.7

Cafeteria workers scheduled to work after 2:30 p.m. on school days, or on non-school days other than Sundays or holidays, shall be paid time and one-half for those hours.

Section 8.8

Employees who are requested to work overtime may be granted compensatory time off. Compensatory time must be requested in advance of overtime hours worked and must be approved by the supervisor. All compensatory time earned must be used within three (3) calendar weeks.

ARTICLE IX
HOLIDAYS

Section 9.0

All twelve (12) month employees shall receive paid holidays as follows provided they fall within their work year:

New Year's Day	Columbus Day
Martin Luther King Day	Veterans Day
President's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving Day
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	

Section 9.01

Employees who work at least 180 days but less than twelve (12) months shall receive the following paid holidays: Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Day, Good Friday, Memorial Day and Columbus Day.

Section 9.1

Should any of the above holidays fall on a Sunday, it shall be observed on Monday, and if it falls on a Saturday it shall be observed on Friday provided school is not in session.

Section 9.2

If school is in session on any of the above holidays, the bargaining unit employees will receive an alternate paid holiday to be mutually selected by the Board and the Union.

Section 9.3

When any holiday occurs while an employee is out during vacation, said holiday shall not be charged against the employee's earned vacation time.

ARTICLE X
WAGES AND LONGEVITY

Section 10.0

The wage rates which shall be effective during the term of this Agreement are set forth in Appendices A, B, C which is attached hereto and made a part hereof.

Section 10.1

When an employee is required to work away from the Board's premises he or she shall be paid his or her hourly earnings for all time spent traveling in addition to the current I.R.S. mileage rate per mile, if he or she should use his own vehicle for any work related reason.

Section 10.2

The Board shall continue to distribute payroll checks to all employees covered by this Agreement as presently practiced.

Employees shall have the option of receiving vacation pay on the last working day prior to vacation, if the employer is notified two (2) weeks ahead of time.

Section 10.3

When an employee is assigned in writing to work at a higher paying classification, the employee shall be paid at that higher step classification during the time that he or she is performing those assigned duties.

Section 10.4

Longevity payments shall be made to employees annually in the payroll period following their anniversary date of seniority. Payment shall be calculated as follows:

<u>Years of Service</u>	<u>Amount</u>
15 - 19 years of service	\$350
20 - 25 years of service	\$500
25 years or more of service	\$650

Longevity payment shall be paid in a separate check.

Section 10.5

Paraprofessional employees may have their compensation annualized over the fiscal year, if requested in advance.

ARTICLE XI
SICK LEAVE

Section 11.0

Twelve (12) month employees shall earn twelve (12) paid sick leave days per year.

Section 11.0.1

Employees who work 180 days shall earn ten (10) paid sick leave days per year. Employees who work more than 180 days but less than twelve (12) months shall earn eleven (11) paid sick leave days per year.

Section 11.1

- a. Twelve (12) month employees may accumulate a maximum of eighty-two (82) sick days.
- b. Employees who work at least 180 days but less than twelve (12) months may accumulate a maximum of fifty (50) sick days.

Section 11.2

Twelve (12) month employees may use up to two (2) sick leave days per fiscal year for medical appointments that cannot be made outside of their working hours. Said time may be also taken in one-half (1/2) day or one-quarter (1/4) day increments.

Employees who work at least 180 days but less than twelve (12) months may use one (1) sick leave day per fiscal year for the same purpose.

Section 11.3

Upon death or retirement of an employee, the employee or his or her estate shall be paid forty (\$40) dollars for each day of unused accumulated sick leave, provided they have completed 15 years of service. Employees who have less than fifteen (15) years of completed service shall be paid at the rate of twenty (\$20) dollars for each day.

Section 11.4

An employee whose attendance illustrates a pattern of sick time that indicates abuse will be required to obtain a physician's note at the request of the Principal, provided that the Board will pay for such a visit.

Section 11.5

Employees may request family and medical leave. The Board shall grant said request pursuant to the Public Act. Employees shall utilize unused vacation, and accumulated sick days.

Section 11.6

At the beginning of each fiscal year the Board shall notify each employee of their accumulated sick leave.

Section 11.7

- 11.7-1 Each union member shall be permitted to contribute two (2) days from his/her sick leave accumulation reserve each school year to a "Sick Leave Bank" which shall be established to aid union members who suffer prolonged illness and whose sick leave accumulation has been exhausted. The bank shall be built up to a maximum of one hundred and fifty (150) days.
- 11.7-2 A union member may be permitted, on written application, to draw up to thirty (30) days against the sick leave bank after his/her own accumulated sick leave has been exhausted.
- 11.7-3 The following conditions shall apply:
- a. Additions to the bank shall be made at the beginning of each school year.
 - b. A person withdrawing from membership in the bank will not be permitted to withdraw the contribution days.
 - c. Persons withdrawing sick leave days from the bank will not have to replace these days except as a regular contributing member to the bank.
 - d. Sick leave shall mean the leave the employee has for that year plus his/her accumulation.
 - e. The Sick Leave Bank will be administered by a committee of six (6), three (3) of whom shall be appointed by the AFSCME Local 1303-266 and three (3) of whom shall be appointed by the Superintendent.

Section 11.7

Employees may use up to two (2) sick leave days per fiscal year to care for members of their immediate family. Immediate family means husband, wife, children and any other members of the same household, father, mother, brothers and sisters, father-in-law, and mother-in-law, sister-in-law and brother-in-law, grandchildren, grandparents, step-parents, and spouse's grandparents.

ARTICLE XII BEREAVEMENT LEAVE

Section 12.0

In the event of a death in the immediate family of an employee, such employee shall receive four (4) consecutive days' absence with pay. In exceptional cases additional time with pay may be granted by the Superintendent of Schools. Such leave may be granted at the Superintendent's discretion and the decision will be made on a case by case basis.

Section 12.1

Immediate family means husband, wife, children and any other members of the same household, father, mother, brothers and sisters, father-in-law, and mother-in-law, sister-in-law and brother-in-law, grandchildren, grandparents, step-parents, and spouse's grandparents.

Section 12.2

In the event of critical illness of a member of the immediate family of the employee, the employee shall receive three (3) days off with pay. Critical illness is determined by the attending physician's written statement that the employee's presence is required at the patient's bedside.

ARTICLE XIII **PERSONAL BUSINESS DAYS**

Section 13.0

- a. Full-time employees may be allowed up to five (5) days of absence without loss of pay and without deduction from sick leave for compelling household or family matters, legal obligations, or religious holidays which require absence during work hours.
- b. Except in cases of emergency, an employee requesting personal leave must notify his or her supervisor in writing at least two (2) school days prior to taking such leave. The employee must indicate one of the three reasons listed above and may be required to provide additional information for personal days taken for a "compelling household or family matter" same may be denied by the Superintendent.
- c. Personal leave will not be used to extend vacations or holidays except in extraordinary circumstances and only with the prior approval of the Superintendent.

Section 13.0.1

Employees who work at least 180 days but less than twelve (12) months may be allowed up to four (4) days of absence without loss of pay and without deduction from sick leave as outlined in Section 13.0.

Section 13.1

Personal business days are non-accumulative.

ARTICLE XIV
VACATIONS

Section 14.0

Twelve (12) month employees shall receive annual vacation with pay provided they meet the following scheduled years of service:

<u>Years of Service</u>	<u>No. of Days</u>
After 1	5
After 2	10
After 5	15
After 16	20

Notwithstanding the above vacation schedule, twelve (12) month employees hired prior to June 30, 1987 shall receive 20 days of annual vacation with pay after 3 years of service.

Section 14.1

For determination of vacation time, years of employment with the Housatonic Valley Regional School District No. 1 shall be counted.

Section 14.2

The employee's anniversary date of hire will be used to determine the amount of vacation time earned and he or she shall be paid at the current straight time rate of pay. An employee shall be notified as of March 1st of his or her vacation balance.

Section 14.3

The vacation schedule will be set between the appropriate administrator and the employee. Employees having the greatest seniority will be given first choice in selecting the time of their vacation. If the vacation schedule cannot be resolved, the appropriate administrator will have the final determination with respect to vacation scheduling.

Section 14.4

Employees shall be allowed to carry over up to five (5) of their accrued vacation days into the next year, based on their anniversary date of hire with prior administrative approval.

ARTICLE XV
WORKER'S COMPENSATION

Section 15.0

Worker's Compensation benefits shall be granted in accordance with state law.

ARTICLE XVI
LEAVE PROVISIONS

Section 16.0

Personal leaves of absence without pay may be granted for thirty (30) days renewable up to ninety (90) days. During this period an employee shall not lose seniority rights or any benefits under the terms of the agreement. This leave may be granted at the Superintendent's discretion and decisions will be made on a case-by-case basis.

Section 16.1

Absence for jury duty shall be granted when an employee is required to serve. Such employee will be paid the difference between his or her jury duty stipend and his or her hourly salary by the Board, for a maximum of four (4) weeks.

Section 16.2

Military leave shall be granted in accordance with state law.

Section 16.3

Maternity Leave - An employee who becomes pregnant shall submit a written statement from her physician indicating her present physical condition, the expected childbirth date, and any physical limitations which may affect her ability to continue in her normal employment.

Section 16.3.1

Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery there from, shall be treated as temporary disabilities for all job related purposes. Seniority shall remain unbroken from the commencement through the termination of maternity leave.

Section 16.3.2

An employee who is pregnant shall receive a leave of absence for the reasonable period of physical disability due to childbirth. Such leave shall be treated the same as any other short-term disability, and shall be with pay to the extent of accumulated sick leave and/or vacation leave. Except in the case of medical difficulties, sick leave is not normally expected to continue for more than six (6) weeks after delivery. Upon her return the employee will be assigned to her former position.

Forms signed by the employee's physician, indicating commencement and termination of temporary disability due to pregnancy will be supplied to the Superintendent's office. Seniority shall remain unbroken from the commencement through the termination of pregnancy leave.

Section 16.3.3

During the period of disability leave, the Board shall pay for the employee's fringe benefits, including insurance.

Section 16.3.4

If, upon submission of satisfactory medical evidence concerning the employee's condition and upon the further submission of evidence satisfactory to the Board that the employee is able to resume her normal duties, the employee shall be reinstated to a position the same or comparable to the position that she held prior to the commencement of the maternity leave.

Section 16.3.5

Any leave granted after the disability shall be child rearing leave. Such leave shall be without compensation and the employee may continue under the health insurance program at her own expense at the group rate.

ARTICLE XVII
INSURANCE AND PENSION

Section 17.0 - Premium Cost Share for 180 day / 8 hour employees

Insurance coverage will be provided to all employees who are contracted to work a minimum of 180 days per fiscal year and whose normal scheduled workday is eight (8) hours in accordance with the following insurance premium cost share schedule:

PPO PLAN

<u>Year</u>	<u>Board Share</u>	<u>Employee Share</u>
7/1/09 to 6/30/10	89.5%	10.5%
7/1/10 to 6/30/12		See Section 17.0.2 re: "buy up" provision

HDHP PLAN

<u>Year</u>	<u>Board Share</u>	<u>Employee Share</u>
7/1/09 to 6/30/10	93.5%	6.5%
7/1/10 to 6/30/11	93.5%	6.5%
7/1/11 to 6/30/12	92.5%	7.5%

Section 17.0.1 - Premium Cost Share for 180 day / 4 hour employees

Insurance coverage will be provided to all employees who are contracted to work a minimum of 180 days per fiscal year and whose normal scheduled workday is equal to or greater than four hours but less than eight hours in accordance with the following insurance premium cost share schedule:. This subsection applies to school nurse position.

PPO PLAN

Year

7/1/09 to 6/30/10
7/1/10 to 6/30/12

Board Share

79.0%

Employee Share

21.0%
See Section 17.- re:
“buy up” provision

HDHP PLAN

Year

7/1/09 to 6/30/10
7/1/10 to 6/30/11
7/1/11 to 6/30/12

Board Share

90.0%
90.0%
89.0%

Employee Share

10.0%
10.0%
11.0%

Section 17.0.2 - Insurance Plan Options

The Board will offer two insurance plans to eligible employees during the life of this Agreement: (A) the Blue Cross/Blue Shield Century Preferred Provider Organization Plan; and (B) a High Deductible Health Plan with a Health Savings Account.

Starting on July 1, 2010, the High Deductible Plan will be the base plan for all employees. Employees will still have the option of participating in the Century Preferred PPO Plan during the July 1, 2010 to June 30, 2012 time period, but the employee will have to pay all excess premium costs associated with this choice on the following basis:

Employees will be responsible for the amount of the annual PPO insurance premium that is equal to the difference between the Board’s total contribution for similar coverage under the High Deductible Plan, including the cost of the Board’s deductible contribution, and the annual cost of coverage under the PPO plan.

*For example, if the Board contributes 93.5% of a \$17,000 premium for family coverage under the HDHP, and contributes \$2,250 towards the annual deductible, the Board’s total cost for the insurance coverage is \$18,145. If family coverage under the PPO plan costs \$25,000, the employee will be responsible for paying the difference between the two costs, which is \$6,855. The employee’s payment may be made in accordance with Section 17.2 of this Agreement.

Section 17.0.3 - General Description of Two Medical Insurance Plans.

A. The Century Preferred PPO Plan shall include the following co-pay levels for services during the life of the 2009-2012 Agreement:

- (a) \$20.00 home & office co-pay;
- (b) \$200 inpatient hospital co-pay;
- (c) \$200 outpatient surgery co-pay;
- (d) \$50 emergency room co-pay;
- (e) \$50 urgent care co-pay
- (f) Three Tier public sector formulary prescription drug plan, with co-pay levels of \$10 / \$25 / \$40; and 2x retail for mail order purchases. Prescription override available.

B. The High Deductible Health Plan (HDHP) with Health Savings Account will include the following features during the life of the 2009-2012 Agreement:

- (a) Annual deductibles of \$1,500 / \$3,000
- (b) 100% in-network co-insurance; 80%/20% out of network co-insurance
- (c) Out of pocket maximums of \$1,500/\$3,000 in-network, \$3,000/\$6,000 out of network
- (d) Preventive care rider
- (e) Prescriptions included in above deductibles. Once deductibles are met, purchases would be subject to co-insurance listed above.

* The Board will contribute into a Health Savings Account (HSA) for each employee selecting the HDHP plan for the 2009-2010 work year at a level equal to 60% of the applicable deductible amount (\$1,200 for single and \$1,800 for two person and family). The Board's contributions will be deposited into each participating employee's HSA account in August or September, depending on the employee's start date.

** The Board will contribute into a Health Savings Account (HSA) for each employee selecting the HDHP plan for the 2010-2011 work year at a level equal to 75% of the applicable deductible amount (\$1,125 for single and \$2,250 for two person and family). The Board's contributions will be deposited into each participating employee's HSA account in one installment in either August or September, depending on the employee's start date.

*** The Board will contribute into a Health Savings Account (HSA) for each employee selecting the HDHP plan for the 2011-2012 work year at a level equal to 75% of the applicable deductible amount (\$1,125 for single and \$2,250 for two person and family). The Board's contributions will be deposited into each participating employee's HSA account in two equal installments in September and January.

**** The Board shall have no obligation to fund any portion of the HSA deductible amount for retired employees or other individuals upon their separation from employment.

Section 17.0.4

Employees are eligible to participate in the flex dental plan with a \$1,500 maximum per year. The premium cost share percentages applicable to the dental insurance are as follows:

<u>180 days / 8 hour employees</u>		<u>180 days / 4 hour employees</u>	
2009-2010	10.5%	2009-2010	21.0%
2010-2011	11.5%	2010-2011	22.0%
2011-2012	12.5%	2011-2012	23.0%

Section 17.0.5

The Board, upon consultation with the Union, may change insurance carriers of the above mentioned insurance programs provided the new insurance carrier's coverage results in equivalent or better coverage of the existing coverage including administration, benefits and delivery of service.

Section 17.1

The Board shall provide at its own expense, for each full-time employee, term life insurance in the amount of \$50,000.

Section 17.1.1

- a. A pension plan for non-certified employees who complete at least 1,000 hours of service during the plan year shall be provided and paid for by the Board. Employees become participants on July 1 after three (3) years of continuous service provided they are twenty-five (25) years of age. Benefit percentage shall be 100% vested after five (5) years of service and shall be retroactive to date of employment.
- b. The Board shall contribute 7.5% of the employee's annual salary until the employee's date of retirement for employees who were hired prior to July 1, 1992.
- c. The Board shall contribute 6% of the employee's annual salary until the employee's date of retirement for employees hired after July 1, 1992.

Section 17.2

The Board shall maintain a Section 125 pre-tax deduction in accordance with the applicable provisions of Section 125 of the Internal Revenue Code (and in accordance with any amendments to said provision) so long as said provisions allow for such a plan. Said plan will be designed to permit exclusion from taxable income of the employee's share of health insurance premiums, allowable medical expenses and dependent care pursuant to IRS regulations for those employees who complete and sign the appropriate wage deduction form. The Board of Education shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax-exempt status of the employee insurance premium contributions, allowable medical expenses and dependent care. Neither the Association nor any employee covered by this agreement shall make any claim or demands nor maintain any action against the school district or any of its members or agents for taxes, penalties, interests or other cost or loss arising from the use of the wage deduction form or from a change in law that may reduce or eliminate the employee tax benefits to be derived from this plan. Further, the parties agree that the health insurance benefits and the administration of those benefits shall continue to be governed by the collective bargaining agreement and the carrier's insurance plan.

ARTICLE XVIII
UNION REPRESENTATION

Section 18.0

Release time without loss of pay shall be provided for two (2) union officials to attend grievance and arbitration hearings which cannot be scheduled outside of work time.

ARTICLE XIX
GRIEVANCE PROCEDURE

Section 19.0 – Definitions

A "grievance" is a claim that a specific provision of this Agreement has been violated to the detriment of the Grievant. A "Grievant" is the member or members of the bargaining unit or the Union making the claim. The term "days" shall mean calendar days. The "grievant must file a grievance in writing within thirty (30) days from the date he or she knew or should have known of the event or the condition giving rise to the grievance, otherwise the grievance shall be deemed to be waived.

Section 19.1- Step I

An employee, or the union, shall reduce the grievance to writing on a Union grievance form and submit it to the immediate supervisor. The written statement of the grievance shall contain a statement of fact, the remedy requested, and a reference to the specific provision of the Agreement which the employee claims has been violated. The supervisor shall schedule a meeting with the employee and Union Steward within fifteen (15) days of receipt of the grievance. The supervisor shall give his or her written answer to the grievance in writing ten (10) days after the meeting.

Section 19.2 - Step II Superintendent

In the event the employee or Union is not satisfied with the disposition of the grievance at Step I, it shall file the grievance with the Superintendent of Schools within fourteen (14) days after receipt of the supervisor's answer. The Superintendent shall meet with the employee and Union Steward within fourteen (14) days of receipt of the grievance. A written decision shall be rendered within seven (7) days of the meeting.

Section 19.3 - Step III - Board of Education

If the grievance is not resolved at Step 2, the grievant shall have the right to present the grievance in writing to the Board of Education within fourteen (14) days from when the decision was rendered in Step II. The Board of Education shall have a meeting within thirty (30) days after receipt of the grievance, at which time it shall meet with the grievant and with the representative(s) of the Union for the purpose of resolving the grievance. The Board shall, within fourteen (14) days after such meeting, render its decision and the reasons therefore in writing to the grievant, with a copy to the Union.

Section 19.4 - Step IV – Arbitration

If the Board's grievance answer is not satisfactory to the Union, it shall be submitted to arbitration before the Connecticut State Board of Mediation and Arbitration. The request for arbitration shall be in writing and must be filed with the Board of Arbitration no later than twenty (20) days after receipt of the written answer of the Board of Education. The cost of arbitration shall be borne equally by both parties.

Section 19.5

Any time limits specified within this Article may be extended by mutual agreement of the Union and Board.

**ARTICLE XX
DISCIPLINE AND DISCHARGE**

Section 20.0

No employee shall be disciplined or discharged without just cause. A copy of any written reprimand or discipline shall be forwarded to the Union President and the Steward represents the employee's classification. The Union will provide the administration with a listing of the four (4) stewards and the job positions each represents.

**ARTICLE XXI
SAFETY AND HEALTH**

Section 21.0

Both parties to the Agreement hold themselves responsible for mutual, cooperative enforcement of health and safety regulations.

Section 21.1

Should an employee complain that his or her work requires him or her to be in situations unsafe or unhealthy in violation of acceptable safety regulations and standards, the matter shall be considered immediately.

Section 21.2

The Agreement shall comply with the Americans with Disabilities Act (ADA).

ARTICLE XXII
MISCELLANEOUS

Section 22.1

The Board shall allow bulletin Board space at each worksite, for the Union to use. These are to be designated as the employees' bulletin Board and will be located in a place that is not accessible to students.

Section 22.2

Where reference is made to the male or female gender throughout this Agreement, it shall be applied to both.

Section 22.3 - Storm and Emergency Closings

If school does not open to students only as a result of a storm, employees who are regularly scheduled to work 180 days shall not report. Employees who work more than 180 days a year shall make a reasonable effort to report to work. Those employees who work greater than 180 days who are unable to report to work due to weather conditions may charge the time for such hours to personal leave or vacation leave as long as they have a balance of hours remaining in those leave categories. In the absence of the aforementioned leave the employee's wages shall be docked.

Section 22.3.1

If employees are sent home by the administration as a result of a storm or emergency closing, the employees shall not lose pay.

Section 22.3.2

In the event of a delayed school opening for students as the result of a storm, Educational Paraprofessionals will be allowed to report with the students. Educational Paraprofessionals shall not lose any wages due to late openings.

Section 22.4

If the Board requires employees to receive annual physicals, the examination shall be at no cost to the employee and shall be conducted during working hours. Wherever possible, the employee will make an effort to schedule the appointment in such a way that the entire day need not be taken for the physical.

Section 22.5

The Board shall provide the Council 4 representative with three (3) original signature copies of the Agreement at the time of signing.

The Union shall provide each bargaining unit employee with a copy of the Agreement within thirty (30) days of signing. New employees will be provided with a copy by the Board at the time they are hired.

Section 22.6

The Union's business representative may be permitted on specific job sites where bargaining unit members are employed provided that such visits are at normal business - hours and do not interfere with the operation of the schools or interrupt the performance of any Board employee. The Union's representative shall first report to the building office to announce his or her presence prior to going to a specific job site location.

Section 22.7

During the life of this agreement, there shall be no strike, slowdown, suspension, or stoppage of work at any part of the Board's operation by employees or employee nor shall there be any lockout by the Board in any part of the Board's operation.

Section 22.8

Continuing Education. If the Board determines there is a need for continuing education of its employees to enhance their work-related knowledge, the employee will receive their regular hourly wage for attendance and will be reimbursed for costs, tuition and mileage at the IRS rate, if required to travel. No employee shall suffer a loss of pay as a result of attendance for continuing education.

Section 22.9

Each employee will be provided an annual performance evaluation. The performance review process shall be developed by mutual agreement between the Union and the Administration.

The annual evaluation shall not be grievable. If an employee disagrees with the supervisor's assessment, he/she may submit a written rebuttal which shall be appended to the evaluation. A rating of unsatisfactory shall not be used in an annual evaluation unless such performance and the required corrective action has previously been communicated in writing by the supervisor and reviewed with the employee.

Section 22.10

Bargaining unit employees shall not be required to remain in the building if it is evacuated for purposes of a bomb threat. If evacuation is ordered, employees will remain in the designated evacuation area without loss of pay until the end of their shift or until the building is ordered to be reopened by the proper school authorities.

Section 22.11

When Union membership meetings are held after 3:30 p.m., the night shift shall be allowed to attend for one (1) hour up to three (3) times per fiscal year without loss of pay.

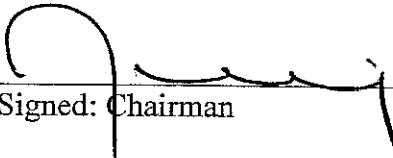
ARTICLE XXIII
DURATION

Section 23.0

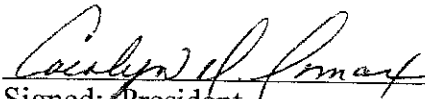
This Agreement shall take effect on January 11, 2010, except the negotiated wage increase for the 2009-2010 work year shall be retroactive to July 1, 2009 for eligible employees. It shall remain in full force and effect until June 30, 2012. This Agreement shall be considered automatically renewed, unless either party shall, on or before the 150th day prior to June 30th serve written notice by certified mail on the other party to modify, change, or amend Agreement by mutual agreement except as otherwise specified.

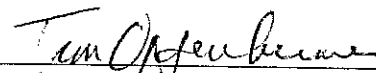
IN WITNESS WHEREOF, the parties hereto have caused this modified Agreement to be signed and executed by its mutually authorized officers and representatives as of this ____ day of January, 2010.

Housatonic Valley Regional
School District #1
Board of Education


Signed: Chairman

Housatonic Valley High School
Employees Local 1303-266
of Council 4, AFSCME, AFL-CIO


Signed: President


Signed: Staff Representative

APPENDIX A
WAGES

2009-2010 Work Year 2.25% GWI

Classification	Step 1	Step 2	Step 3	Step 4	Job Rate
Cafeteria Manager	27,317	27,932	28,560	29,203	29,860
Assistant Cafeteria Manager	14.12	14.61	15.07	15.55	16.05
Cafeteria Employee	12.42	12.86	13.26	13.69	14.12
Library Paraprofessional & Computer Aide	17.00	17.41	17.83	18.25	18.66
Education Paraprofessional	15.01	15.42	15.85	16.25	16.69
Head Custodian	24.98	25.36	25.79	26.19	26.61
Maintenance Employee	20.29	20.71	21.12	21.55	21.95
Night Custodian Foreman	19.00	19.50	20.02	20.57	21.12
Cust./Maint. Employee	18.48	18.92	19.36	19.81	20.19
Custodian	16.33	16.78	17.20	17.66	18.11
Assistant Business Manager	22.16	22.88	23.63	24.40	25.18
Executive Secretary	21.36	21.93	22.56	22.98	23.75
Bookkeeper	20.55	20.99	21.41	21.83	22.99
Administrative Assistant	20.17	20.60	20.99	21.41	21.84
Secretary	16.54	16.98	17.47	17.93	18.41
Network Administrator	48,201	49,767	51,385	53,054	54,778
School Nurse	37,426	38,582	39,775	41,005	43,132

Effective 7/1/2009, all employees shall receive a 2.25% general hourly wage increase, as reflected in the above wage schedule.

The salary schedules for the school nurse and the network administrator positions are based on 37.5 hour and 40 hour work weeks, respectively, and 198 day and 260 day work years, respectively.

Newly hired employees shall start at Step 1 and advance on their anniversary date of employment until they are at job rate.

Employees promoted to a higher paying classification shall be placed on a step that provided a wage increase above their current hourly rate. They shall advance annually to the next step, on their anniversary date of employment until they are at job rate.

APPENDIX B
WAGES

2010-2011 Work Year 2.25% GWI

Classification	Step 1	Step 2	Step 3	Step 4	Job Rate
Assistant Cafeteria Mgr.	27,932	28,560	29,203	29,860	30,532
Assistant Cafeteria Manager	14.44	14.94	15.41	15.90	16.41
Cafeteria Employee	12.70	13.15	13.56	14.00	14.44
Library Paraprofessional & Computer Aide	17.38	17.80	18.23	18.66	19.08
Ed. Paraprofessional	15.35	15.77	16.21	16.62	17.07
Head Custodian	25.54	25.93	26.37	26.78	27.21
Maintenance Employee	20.75	21.18	21.60	22.03	22.44
Night Custodian Foreman	19.43	19.94	20.47	21.03	21.60
Cust / Maint. Employee	18.90	19.35	19.80	20.26	20.64
Custodian	16.70	17.16	17.59	18.06	18.52
Asst. Business Mgr.	22.66	23.39	24.16	24.95	25.75
Exec. Secretary	21.84	22.42	23.07	23.50	24.28
Bookkeeper	21.01	21.46	21.89	22.32	23.51
Admin. Assistant	20.62	21.06	21.46	21.89	22.33
Secretary	16.91	17.36	17.86	18.33	18.82
Network Administrator	49,286	50,887	52,541	54,248	56,011
School Nurse	38,268	39,450	40,670	41,928	44,102

Effective 7/1 2010, all employees shall receive a 2.25% general hourly wage increase, as reflected in the above wage schedule.

The salary schedules for the school nurse and the network administrator positions are based on 37.5 hour and 40 hour work weeks, respectively, and 198 day and 260 day work years, respectively.

Newly hired employees shall start at Step 1 and advance on their anniversary date of employment until they are at job rate.

Employees promoted to a higher paying classification shall be placed on a step that provided a wage increase above their current hourly rate. They shall advance annually to the next step, on their anniversary date of employment until they are at job rate.

APPENDIX C
WAGES

2011-2012 Work Year 2.25% GWI

Classification	Step 1	Step 2	Step 3	Step 4	Job Rate
Assistant Cafeteria Mgr.	28,560	29,203	29,860	30,532	31,219
Assistant Cafeteria Manager	14.76	15.28	15.76	16.26	16.78
Cafeteria Employee	12.99	13.45	13.87	14.32	14.76
Library Paraprofessional & Computer Aide	17.77	18.20	18.64	19.08	19.51
Ed. Paraprofessional	15.70	16.12	16.57	16.99	17.45
Head Custodian	26.11	26.51	26.96	27.38	27.82
Maintenance Employee	21.22	21.66	22.09	22.53	22.94
Night Custodian Foreman	19.87	20.39	20.93	21.50	22.09
Cust / Maint. Employee	19.33	19.79	20.25	20.72	21.10
Custodian	17.08	17.55	17.99	18.47	18.94
Asst. Business Mgr.	23.17	23.92	24.70	25.51	26.33
Exec. Secretary	22.33	22.92	23.59	24.03	24.83
Bookkeeper	21.48	21.94	22.38	22.82	24.04
Admin. Assistant	21.08	21.53	21.94	22.38	22.83
Secretary	17.29	17.75	18.26	18.74	19.24
Network Administrator	50,395	52,032	53,723	55,469	57,271
School Nurse	39,129	40,338	41,585	42,871	45,094

Effective 7/1 2011, all employees shall receive a 2.25% general hourly wage increase, as reflected in the above wage schedule.

The salary schedules for the school nurse and the network administrator positions are based on 37.5 hour and 40 hour work weeks, respectively, and 198 day and 260 day work years, respectively.

Newly hired employees shall start at Step 1 and advance on their anniversary date of employment until they are at job rate.

Employees promoted to a higher paying classification shall be placed on a step that provided a wage increase above their current hourly rate. They shall advance annually to the next step, on their anniversary date of employment until they are at job rate.

APPENDIX D **OVERTIME**

The REGIONAL SCHOOL DISTRICT NO.1 BOARD OF EDUCATION (hereinafter the "BOARD"), and Local 1303-266 of Council 4, AFSCME, AFL-CIO (hereinafter "AFSCME"), hereby enter into the following agreement regarding the implementation of Article VIII, Sections 1, 2, 3 and 4, of the parties' 2006-2009 collective bargaining agreement. This Agreement will continue beyond the term of the 2006-2009 collective bargaining agreement unless one or more provisions in Article VIII are modified in the 2009 negotiation process.

- I. Employees will only receive overtime compensation, time and one half of the employee's hourly rate, if the employee actually works more than forty hours in one work week. *Hours actually worked* include hours that the employee performs his or her assigned tasks at Housatonic Valley Regional High School or Central Office, as well as paid holidays. *Hours actually worked* does not include other paid leave days, such as sick leave, personal leave, bereavement leave, jury duty or vacation days.
- II. Employees who work special events on Saturdays will receive overtime compensation, time and one half of the employee's hourly rate, if they actually worked forty (40) hours during the relevant time period, or if some of the hours worked on Saturday put the employee above the forty (40) hour limit for the relevant time period.
- III. Work performed on Sundays or on holidays is treated differently for compensation purposes than work performed on Saturdays. All employees who work on Sundays or holidays shall receive two times their hourly rate for all hours worked, regardless of how many hours the employee actually worked during the preceding time period
- IV. The Board will create a new employee time sheet for the 2007-2008 work year that requires employees to list compensable work hours in one of 3 categories: (1) regular hours of work, (2) overtime hours, and (3) special compensation hours. Hours for a paid leave day other than a holiday will be inserted in category 1. Hours actually worked during the Monday to Friday time period will typically be inserted in category 1 unless the employee's *actual work* hours exceed forty (40) hours. Hours worked on a Saturday will typically be inserted in category 2, unless the employee did not *actually work* 40 hours during the relevant time period. Hours worked on Sunday or a holiday will be inserted in category 3.
- V. Employees should be available to perform a reasonable amount of overtime work as part of their duties and responsibilities, including, but not limited to, assignments to provide coverage and/or support to evening events and Saturday activities at Housatonic Valley Regional High School.

VI. Overtime hours must be approved in advance, wherever possible, by the building administrator or designee.

By: Patricia Chamberlain
Patricia Chamberlain
Superintendent of Schools
Date Signed 4/20/07

LOCAL 1303-266 OF COUNCIL 4, AFSCME, AFL-CIO

By: Kevin M. Murphy
Kevin Murphy
Its Official Representative
Date Signed 4/28/07

LOCAL 1303-266 OF COUNCIL 4, AFSCME, AFL-CIO

By: Carolyn D. Roman
Local President
Date Signed 4/27/07

APPENDIX E
SICK LEAVE BANK GUIDELINES

1. Membership
 - a. In order to become a member, an employee must contribute or make application to contribute to the Sick Leave Bank.
 - b. Each union member shall be permitted to contribute two (2) days from his/her sick leave accumulation reserve each school year to a "Sick Leave Bank" which shall be established to aid union members who suffer prolonged illness and whose sick leave accumulation has been exhausted. The bank shall be built up to a maximum of one hundred fifty (150) days. Contributions of days will be accepted during the month of September only.
 - c. Contribution of days will constitute membership for a minimum of that contributing year and the years thereafter until your days are used. To maintain membership in the Sick Leave Bank after your days are used, you must contribute again in order to be eligible to draw against the Bank.
 - d. Withdrawal from the Bank will be in the same order as days received.
 - e. Any days remaining in the Sick Leave Bank as of September 1st of a given year will be rolled over to the next year.
 - f. Days will be deposited into the Bank according to date and time of receipt.
 - g. If the Bank is "full" (150 days), your days will be placed on a "wait list" and will automatically be deposited as of September 1st of the following year if days are withdrawn. Your intent to contribute will constitute membership even if your days are not immediately deposited.
2. When an employee has exhausted all available sick leave, application for additional days from the Sick Leave Bank may be made. An application for days from the Sick Leave Bank must be completed, accompanied by a physician's statement describing the illness and offering a prognosis for a date of return to work.
3. A member may withdraw a total of 30 days per year from the Sick Leave Bank.
4. The Sick Leave Bank Committee may grant up to 20 days from the Sick Leave Bank upon receipt of initial application.
5. If the 20 school days granted are exhausted, the employee may request an additional grant of up to 10 days. An up-to-date physician's statement is required.
6. All fees required by a physician are to be borne by the employee.
7. In determining a grant of sick days, the Committee will consider such criteria as: the employee's statement of illness, the physician's or medical professional's submitted statement(s), employment records, history of the use of sick time, the results of

Committee investigations and such additional materials as are available to the Committee. It is not intended that routine and regular use of sick days will be reimbursed through the Sick Leave Bank.
8. The Committee has the right to require a second physician's opinion, chosen by the Board of Education members of the Committee, and a third physician's opinion, chosen by the AFSCME members of the Committee.
9. Decision of the Committee are final and without establishing precedents for similar requests.

As per AFSCME Contract dated July 1, 2009 through June 30, 2012, the following conditions shall apply:

- a. Additions to the Bank shall be made at the beginning of each school year.
- b. A person withdrawing from membership in the Bank will not be permitted to withdraw the contribution days.

- c. Persons withdrawing sick leave days from the Bank will not have to replace these days except as a regular contributing member to the Bank.
- d. Sick leave shall mean the leave the employee has for that year plus his/her accumulation.
- e. The Sick Leave Bank will be administered by a Committee of six (6), three (3) of whom shall be appointed by the AFSCME Local 1303-269 and three (3) of whom shall be appointed by the Superintendent.

The Committee may establish further guidelines assuming that such guidelines are in concert with the conditions of the contract and the policies of the Board of Education.