

AGREEMENT

Between

POMFRET BOARD OF EDUCATION

And

AFSCME, COUNCIL 4, LOCAL 1303-339

July 1, 2020 through June 30, 2024

March 11, 2020

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PREAMBLE

This Agreement entered into by and between the Pomfret Board of Education, State of Connecticut, hereinafter referred to as the Board, and the AFSCME Council 4, Local 1303-339, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Board and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, working privileges or benefits or any other matters that come within the general meaning of the terms, working conditions or conditions of employment.

ARTICLE I RECOGNITION

The Board hereby recognizes the Union as the exclusive collective bargaining agent, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for the unit consisting of all teaching assistants, custodians, food service personnel and nurses of the Board, excluding the head custodian, food service personnel regularly scheduled to work fifteen (15) hours or less and all those excluded by Municipal Employee Relations Act ("the Act").

ARTICLE II MANAGEMENT RIGHTS

Section 1. Except where such rights, powers, and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Board has and will continue to retain, whether exercised or not, all of the rights, powers, and authority heretofore had by it and, except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, shall have the sole and absolute right, responsibility and prerogative of management of the affairs of the school system and direction of the working force, including, but not limited to, the following:

- (a) To establish or continue policies, practices and procedures for the conduct of Board business and from time to time, to change or abolish such policies, practices or procedures;
- (b) To limit, curtail or discontinue processes or operations or to discontinue their performance by employees;
- (c) To select and to determine the number and types of employees required to perform the school's operations;
- (d) To employ, transfer, promote or demote employees, or to lay off, terminate, furlough or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interest of the school system;

- (e) To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the operation of the public school system, provided such rules and regulations are made known in a reasonable manner to the employees affected by them;
- (f) To insure the incidental duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees;
- (g) To establish contracts or subcontracts for school operations;
- (h) To create and revise job descriptions as deemed necessary;

Section 2. The above rights, responsibilities and prerogatives are inherent in the Board, by virtue of statutory provisions, and are not subject to review or determination in any grievance or arbitration procedures, but the manner of exercise of such rights may be subject to grievance procedure described in this Agreement.

Section 3. It is understood by the parties to this Agreement that the rights of each shall be exercised in a manner not contrary to the rights of the other guaranteed by the MERA, as the same may be amended from time to time.

ARTICLE III **DEFINITIONS**

A full-time employee is one who works thirty (30) hours or more per week.

A regular part-time employee is one who works twenty (20) hours per week but less than thirty (30) hours per week. Regular part-time employees shall receive 50% of fringe benefits under this Agreement.

A part-time employee is one who works less than twenty (20) hours per week. Part-time employees shall receive no fringe benefits under this Agreement, with the exception of sick leave which will be granted in accordance with Conn. Gen. Stat. 31-57w.

ARTICLE IV
NO DISCRIMINATION

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination because of race, color, religious creed, age, sex, gender identity or expression, marital status, national origin, ancestry, present or past history of mental disability, intellectual disability, learning disability or physical disability, including, but not limited to, blindness, veteran status, sexual orientation, or any other protected characteristic or class. This Article is for informational purposes only and shall not be subject to the grievance process set forth in Article VIII.

ARTICLE V
EMPLOYEE RIGHTS AND REPRESENTATION

Section 1. Union Dues/Service Fee. It shall be a condition of employment that all employees in the bargaining unit either become members of the Union in good standing or pay a monthly service fee set by the Union to cover the cost of collective bargaining, contract administration, grievance adjustment and other legally permissible costs for the duration of this Agreement or any extension thereof. In no case shall the service fee charged be in excess of the Union dues charged for the same period. By the thirtieth (30th) calendar day following such employment, new employees must either become a member of the Union in good standing or pay the monthly service fee. The sum which represents such Union dues deduction shall be certified to the Board as constituting such by the day authorized by the financial officer of the Union.

Section 2. Remittance. The Board agrees to forward to Council #4 a check for the amount deducted within ten (10) calendar days of the end of each month. The Board shall include with the initial check a list of employees for whom such deductions were made. Whenever the number of employees who authorize a Union dues deduction increases or decreases, the list shall be updated and forwarded to the Union.

Section 3. Indemnification. The Union agrees to indemnify and to hold and to save the Board harmless against any and all claims, damages, suits and other forms of liability or costs including reasonable attorney's fees that shall or may arise out of or by reason of any action taken by the Board for the purpose of complying with the provisions of Section 1 and Section 2.

Section 4. Steward. The Union Steward or officers shall be permitted to meet with supervisory personnel or the grievant concerning pending grievances at mutually acceptable times.

Section 5. Negotiations A negotiating committee of up to four persons designated by the union shall be released from work without loss of pay for the purpose of conducting negotiations with the Board.

Section 6. Voluntary PEOPLE contributions: PEOPLE, Public Employees Organized for Political and Legislative Education is AFSCME's Political Action Committee. Members of AFSCME PEOPLE endorse candidates and support issues and legislation. Any member of AFSCME may join PEOPLE via the following process defined below. There is no obligation on AFSCME members to Join PEOPLE. The employer agrees that any employee who elects to make a PEOPLE contribution may do so by payroll deduction, as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

Section 7. Notification of new hires. The Union will be notified of new hires within ten (10) business days of date of hire; notification will be made to the Union President via email.

Section 8. The Board shall permit the use of a bulletin board by the Union for purposes of posting notices concerning local Union business and job vacancies. The Superintendent shall determine the location of the bulletin board.

ARTICLE VI **SENIORITY**

Section 1. Except as provided for in Sections 2 and 3, seniority shall commence upon the date that the employee begins as a full-time or regular part-time paid employee of the Board. The employee's earned seniority shall not be lost because of absence due to family leave, medical leave, bereavement, jury duty, personal leave, or authorized leave, or while eligible for recall. Seniority and seniority rights will not be accrued during unpaid leave of absence or layoff, but such rights will not be lost by the employee because of such leave.

Section 2. An employee shall lose his/her seniority if he/she (a) quits, resigns, or is discharged; (b) exceeds a leave of absence without satisfactory explanation; or (c) fails to return from a layoff within ten (10) working days after receipt of notice by registered mail to return.

Section 3. New employees in the bargaining unit shall be considered probationary during their first ninety (90) working days measured from their anniversary date (date of hire). During such probationary period, the employee shall not attain seniority rights under this Agreement and will be subject to discharge or discipline by the Board of Education without access to the Grievance Procedure. At the successful completion of the probationary period, seniority shall be retroactive to the commencement of employment.

Section 4. Qualifications, performance, interests of the district, interests of the employee and seniority will be used by the Administration to determine transfers including change of shift or promotions of any employee. If a transfer that will last for one week or more is contemplated, the administration shall notify the employee and the union as soon as practicable prior to the

proposed change, whenever possible. When vacancies occur, qualified employees will be considered before new hires. When appropriate, employees in need of a disability accommodations transfer shall be given consideration for lateral or downgrade placements for which he or she is qualified, if such positions are available.

When a position becomes vacant during the student school year, such vacancies shall be posted for a period of five (5) business days.

In order to receive summer postings, employees must submit a request, in writing, to the Superintendent by the end of the school year. Employees shall receive postings for vacancies that occur during the summer by e-mail, unless the employee includes in the request to the Superintendent for postings a request that postings be sent to him/her by regular mail.

Section 5. If there is a reduction in or a proposed reduction in the number of employees or in work hours, then seniority shall be considered to determine which employee in that job title shall be laid off first. The Board shall notify the affected employee within the affected job title at least seven (7) calendar days before the effective date of the layoff. Employees on family or medical leaves shall be so notified.

Section 6. The order of layoff for employees covered by this Agreement shall be within the job title as follows: (1) probationary employees; (2) employees who work less than thirty (30) hours; and (3) followed by all others.

Section 7. Employees who are laid off under this Article shall have recall rights as follows:

(a) The affected employee shall notify the administration in writing at the time of layoff that he/she requests placement on a recall list.

(b) Employees who are laid off shall have recall rights to return to his/her former job title.

(c) For a period of twelve (12) months, the affected employee shall have the right to be recalled to the job title from which he/she was laid off, if a position should become vacant or be reinstated to a position in a lower job if qualified. An employee who declines an offer of re-employment shall forfeit recall rights. If a person on recall fails to respond to a recall opportunity within five (5) calendar days of receipt, the employee shall lose recall rights.

(d) No person shall be newly employed until all persons on the recall list have been offered re-employment and has either declined or failed to respond to such offer within the timeframe specified above.

Section 8. On or around December 1 of each year, the Board shall provide the Union a list of employees with seniority dates, inclusive of names and addresses.

ARTICLE VII
HOURS OF WORK AND OVERTIME

Section 1. All work beyond the employees' total workweek must be approved in advance by either the Superintendent or the Principal (for teaching assistants and nurses) or Supervisor of Facilities (for custodians) or Food Service Director (for Food Service Personnel).

Section 2. All employees shall receive one and one-half (1½) times their regular hourly rate for all work performed in excess of forty (40) hours in any week. Custodians shall be paid one and one half (1 ½) times their regular hourly rate for all work performed on Saturday, Sundays or holidays.

Any Employee called into work outside the regularly scheduled working hours, including being called in for alarms (burglar or fire), shall be guaranteed a minimum of two (2) hour pay at one and one-half (1 1/2) times their regular hourly rate for such call-in, provided, however that scheduled overtime, early reporting before the start of the regular work day and hours worked at the end of the regular work day shall not be construed as “call-in” time. This provision will not apply in those instances. An employee called in more than once within a single two-hour period shall only receive the initial two-hour call in, plus any additional hours worked beyond two hours. The Administration will change the call-in order with the alarm company to rotate the order of bargaining unit members on the alarm call-in list on a semi-annual basis. Nothing in this provision shall prohibit the Administration from including non-bargaining unit members on the alarm call-in list or dictate the position of such individuals on the call-in list.

Section 3. For full time employees, there shall be a duty free one-half (½) hour unpaid lunch period. If employees are required by administration to work during their lunch and there is no alternate opportunity for that employee to have lunch that day, the employee required to work through his/her lunch shall be compensated for the time worked. Food service personnel are entitled to school lunches every day such lunches are available.

Section 4. The normal workweek for full time teacher assistants shall consist of five (5) days, Monday through Friday, at least six (6) hours of work per day, commencing no earlier than 7:00 a.m. and ending no later than 6:00 p.m.

Section 5. The normal workweek for the nurse shall consist of five (5) days, Monday through Friday. The normal workday shall be at least seven (7.5) and one half hours per day, commencing at least 20 minutes prior to school opening and ending no less than 20 minutes after student dismissal. The Nurse shall receive a thirty (30) minute lunch and she must remain in the school building during her lunch.

Section 6. The normal workweek for full-time food service personnel shall consist of five (5) shifts, Monday through Friday at least 30 hours per week. For purposes of this Section, a shift shall mean a consecutive block of time scheduled.

Section 7. The normal workweek for the full time custodians shall consist of five (5) days, Monday through Friday, for at least thirty (30) hours per week.

School Days involving early dismissal and emergency situations (i.e., weather): The Supervisor may adjust shift times in accordance with need.

Non-School Days: The work hours for custodians shall be seven and one half (7½) hours between the hours of 7:00 am and 3:30 pm. It is expected that custodial staff will provide additional coverage when deemed necessary by the Superintendent.

Section 8. Employees required to attend meetings outside of their regular hours of work shall be paid for all such hours.

Section 9. Overtime opportunities shall be divided equally amongst qualified employees within each classification. If an employee is requested to work overtime and does not avail himself/herself of the opportunity to work, he/she will be credited with the time on the overtime chart as though he/she had worked.

ARTICLE VIII **GRIEVANCE PROCEDURE**

Section 1. Definition

- A. A "grievance" is defined as a written complaint, alleging a specific violation, misapplication, or misinterpretation of at least one provision of this Agreement.
- B. A "grievant" is a member of the bargaining unit making a claim that a grievance has occurred to his/her detriment or the union officer.
- C. The term "days" means calendar days.

Section 2. Time Limit for Filing Grievance. A grievance shall be deemed to be waived unless submitted in the informal level within ten (10) days from date the grievant knew or through reasonable diligence should have known of the cause of the grievance.

Section 3. Procedures

- A. Informal. A unit member with a grievance shall discuss it with the principal or immediate supervisor with the object of resolving the matter informally.
- B. Formal:
 - (2) Step One -- Superintendent. When the answer at the informal level does not resolve the grievance, the grievance shall be submitted to the Superintendent by the union representative and/or the grievant within seven (7) days of the previous response. Within seven (7) days of the

receipt of the grievance, the Superintendent will meet with the union representative and/or the grievant and will issue a decision within seven (7) days following such meeting.

- (3) Step Two -- Board of Education. If the grievance is not resolved at Step One, the unit member and/or the union representative may submit the grievance to the Board of Education within seven (7) days of the Step One response. The Board of Education will hear the grievance within thirty (30) days of the submission of the grievance.
- (4) Step Three -- Arbitration. If the employee is not satisfied with the decision rendered by the Board, he/she may, within ten (10) days after the receipt of that decision give written notice to the Board that he/she intends to submit the grievance to arbitration. Such grievance must be submitted to arbitration within twenty (20) days after receiving the decision at Step Two. Either party may select either of the following to hear a particular grievance:
 - (a) The Connecticut State Board of Mediation and Arbitration. The decision rendered by the Arbitrator shall have no power to add to or subtract from or modify in any way the terms of this Agreement. The cost of the Arbitrator shall be borne equally by both parties; or
 - (b) The American Arbitration Association. The decision rendered by the Arbitrator shall have no power to add to or subtract from or modify in any way the terms of this Agreement. The party that selects the American Arbitration Association shall be responsible for all costs associated with that selection. All remaining costs shall be borne equally by both parties.

The decision of the Arbitrator shall be final and binding upon both parties.

Section 4. Mediation. The mediation services of the State Board of Mediation and Arbitration may be utilized at any time provided either party so desires.

Section 5. Recording of Minutes or Testimony. Either party shall have the right to employ a stenographer at any step in the procedure at their own expense.

Section 6. Meetings. If either of the parties related to the grievance procedures desires to meet for the purpose of oral discussion, a meeting shall be requested and scheduled in accordance with Steps One, Two and Three.

Section 7. Employees and the Union shall have the right and choice of a representative whenever desired by either the individual employees or the Union at their own expense. The Board shall have the right and choice of a representative whenever desired at its own expense.

Section 8. Extending Time. By mutual agreement, the parties may agree to extend the time limits of this procedure. Such agreement shall be in writing between the parties.

Section 9. Miscellaneous. If the Union does not meet the time limits for submission to the next step, the grievance will be presumed settled. If the employer does not meet the time limits, the grievance may be automatically processed at the next step. Extensions may be afforded either party by mutual consent in writing if the union representative and the Superintendent agree.

ARTICLE IX **DISCIPLINE**

Section 1. All suspensions and discharges must be for just cause and given in writing with reasons stated and a copy given to the employee and the Union at the time of the suspension or discharge.

Depending on the offense, disciplinary action may include, but not be limited to, verbal and/or written warning, suspension without pay and discharge. Progressive discipline shall be applied when appropriate. Disciplinary action normally shall follow in this order:

- a. Verbal warning
- b. Written warning
- c. Suspension without pay
- d. Discharge, except that demotion or transfer may be offered in lieu of discharge.

The Board may skip levels within the normal progression of discipline to ensure that the infraction matches the level of discipline to be imposed.

Section 2. No material originating after original employment shall be placed in an employee's personnel file unless the employee has been notified. Each employee shall have the right to see and review his or her personnel file upon request by appointment. The Board shall provide copies of all materials in the file upon request of the employee. Employees may request that the Board correct, amend or delete incorrect or inaccurate material. Failing mutual agreement, the employee shall have the right to respond and it shall be made part of the file. No separate active personnel file shall be maintained other than the one subject to employee inspection. Each employee will be given copies of any evaluation reports placed in the employee's personnel file.

Any substantive written complaint made against or accolade about an employee, by a parent, student or other person shall promptly be called to the attention of the employee. In no case shall any unsubstantiated complaint be placed in an employee's file.

Section 3. Any employee who has been disciplined or discharged and is subsequently exonerated by the Board of Education shall be reinstated without prejudice or loss of seniority and compensated for any loss of wages. This provision is not intended to permit the Board of

Education to not adhere to a judgment rendered by an arbitrator or hearing officer of competent authority.

ARTICLE X
HOLIDAYS

Section 1. Teacher assistants, full time food service personnel and the nurse shall receive nine (9) paid holidays per year, identified below:

New Years Day	Labor Day
Presidents' Day	Good Friday
Thanksgiving Day	Memorial Day
Day After Thanksgiving	Columbus Day
Christmas	

Section 2. Custodians shall receive thirteen (13) paid holidays per year.

New Years Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Day
Two days for July 4 th (July 4 th plus day immediately before or after July 4 th to be designated by the Administration)	Floating Holiday

Section 3. Holidays that fall on Saturday will be observed on Friday. Holidays that fall on Sunday will be observed on Monday. If school is not closed, holidays will not be observed.

ARTICLE XI
LEAVE PROVISIONS

Section 1. Sick Leave

- A. A full-time employee may be absent from work with pay during such period as actual illness or injury prevents him/her from performing their duties. Each such absence must be supported by a physician's statement if the absence exceeds three (3) days unless the illness or injury is of such a nature that the Superintendent waives the furnishing of a physician's statement. The Superintendent or his/her designee may request a physician's statement if the Superintendent has grounds to suspect abuse and states the grounds in the request. An employee absent due to illness or injury shall notify the Superintendent or designee within two (2) hours of the regular starting time of the workday. Failure to do so could result in denial of paid sick leave for the period of absence. Unused sick leave will be forfeited

upon termination of employment and will not be compensated. Teacher assistants, food service personnel and the nurse shall be entitled to twelve (12) sick days with pay per year cumulative to sixty (60) days, and custodians shall be entitled to twelve (12) sick days with pay per year cumulative to seventy-five (75) days.

- B. Authorized paid absence under this Article will include the situation when an employee's child or person under their direct care is so ill as to require the employee's presence at home. This provision shall not exceed five (5) of the annual earned days per year. The Board may require the employee to submit a certificate of such illness by a physician. Unused paid sick leave accrued for this purpose must be substituted for unpaid portions of medical leave taken for the same purpose.
- C. Sick leave shall not accrue during any unpaid leave of absence in excess of thirty (30) days, except pregnancy-related leaves for employees.

Section 2. Paid Personal Leave. A total of two (2) days of absence, with pay, per year, may be allowed for the teacher assistants, food service personnel and nurse; custodians shall receive three (3) days of absence with pay, for personal business that cannot be transacted outside of regular school hours, including but not limited to the following categories:

- (a) For legal reasons
- (b) For marriage (self, children, parents, siblings and siblings of spouse)
- (c) For religious holidays
- (d) For attendance at graduation exercises (self, spouse, son, daughter).

Personal leave shall not normally be granted if the employee has scheduled the leave day to fall immediately prior to or following a school holiday or vacation.

Section 3. Paid Family and Medical Leave. Employees on medical or family leave must substitute unused paid leave for unpaid portions of such leave:

- (a) For illness in the immediate family, other than the employee's child
- (b) For birth of child by wife or adoption of child.

Section 4. Unpaid Family and Medical Leave. Unpaid family and medical leave will be granted in accordance with the Family and Medical Leave Act.

Section 5. Jury Leave. Any employee called to jury duty shall be paid the difference between the employee's regular rate of pay and the fee received from serving as a juror. No employee shall receive more compensation than normally would have been received in a regular

workweek. An employee called to jury duty shall furnish the Board with a notice to service in evidence of attendance. The Board may request exclusion for any employee who received notification of jury duty.

Section 6. Military Leave. Military leave shall be granted to permanent employees or permanent part-time employees when required to serve on active reserve or on National Guard duty in accordance with applicable law. During this period, the employee shall be paid the difference, if any, between his/her regular pay and military pay. Time of military leave shall be included in computing seniority earned in the Board's service. Copies of orders for active duty shall be supplied to the administration if requested.

Section 7. Bereavement Leave. All employees shall be entitled to three (3) days bereavement leave per death in the immediate family. Immediate family shall include mother, father, sibling, son, daughter (or any of the listed relations in law), spouse, stepchild, stepparent, stepsister, stepbrother, or any person residing in the employee's household fulfilling one of these roles.

All employees may be granted up to three (3) days bereavement leave to attend the funeral of a grandparent, grandchild, aunt or uncle.

Section 8. Release/Delayed Openings. On school days shortened due to weather or other emergencies, employees shall suffer no loss of pay or be charged against any paid leave.

ARTICLE XII
WAGES

<u>Wage Table</u>	<u>7/1/2020</u>	<u>7/1/2021</u>	<u>7/1/2022</u>	<u>7/1/2023</u>
Custodian				
Rate	\$19.07	\$19.54	\$20.02	\$20.52
12 years	\$19.37	\$19.85	\$20.34	\$20.84
Teaching Assistant				
Rate	\$19.02	\$19.49	\$19.97	\$20.46
12 years	\$19.92	20.41	\$20.92	\$21.44
Nurse				
Rate	\$40.39	\$41.39	\$42.42	\$43.48
12 years	\$41.16	\$42.18	\$43.23	\$44.31

The hourly rates for new hires will be as follows:

	<u>7/1/2020</u>	<u>7/1/2021</u>	<u>7/1/2022</u>	<u>7/1/2023</u>
Custodian	\$13.20	\$13.53	\$13.86	\$14.20
Nurse	\$23.32	\$23.90	\$24.49	\$25.10
Teacher Assistant	\$12.37	\$12.67	\$12.98	\$13.30

The Board maintains the prerogative to place a new hire anywhere from the minimum (new hire) wage rate to the regular wage rate in effect for that year. Once a new hire has successfully completed the probationary period, he/she shall be placed at the regular step of the salary schedule for that particular year.

When a teaching assistant acts as a substitute teacher for at least half a day, they shall receive their regular pay plus an additional stipend of \$25. Rotating assignment of less than half a day shall not be used to circumvent this provision.

ARTICLE XIII **INSURANCE BENEFITS**

Section 1. Once per year, employees shall have the option of selecting one of at least two health insurance policies. Employees may select single, two person or family coverage. The High Deductible Health Plan Health Savings Account is the base plan.

The Board shall offer employees a PPO plan with the following attributes:

PPO

Office Visit: \$30

Specialist: \$45

Hospital: - \$500

Laboratory: \$0 in a freestanding facility/\$30 in an office setting/\$40 in an outpatient hospital.

Diagnostic Radiology: \$0 in a freestanding facility/\$30 in an office setting/\$40 in an outpatient hospital.

Urgent Care: \$75

ER: \$200

Outpatient Surgery: \$500

High Cost Diagnostic: \$75, max \$375

Outpatient Rehab (PT/ST/OT): \$30 due to state mandate

Prescription: \$5 for Tier1/\$35 for Tier 2/\$45 for Tier 3 managed prescription drug rider with a \$2,000 calendar year maximum. There will be a 30-day supply for retail and a 90-day supply for mail order.

Mail order shall be at two times (2X) the co-pay.

The Board shall also offer a HDHP/HSA plan with the following attributes:

	In-Network	Out-of-Network
Annual Deductible (Individual/Aggregate Family)	\$2,500/\$5,000 Combined deductible	
Co-insurance	100%	80%
Preventive Care	Deductible not applicable	20% co-insurance after deductible, subject to co-insurance limits
Prescription Drug Coverage	Treated as any other medical expense, subject to deductible	20% co-insurance after deductible, subject to co-insurance limits
Out of Pocket Maximum (Individual/Aggregate Family)	\$2,500/\$5,000	\$5,000/10,000

The Board will fund fifty percent (50%) of the applicable HSA deductible amount for each full-time employee who elects coverage under the high deductible/HSA plan (with pro-rated funding of the deductible for part-time employees). The Board's contribution toward the HSA deductible will be deposited into the HSA accounts in two equal installments on or around August 1 and February 1. **For the 2020-2021 year the Board's contribution will be paid in one installment on or around August 1.** The parties acknowledge that the Board's contribution toward the funding of the HSA plan 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 HSA deductible for retirees or other individuals upon their separation from employment. For any plan year in which an employee is enrolled in the high deductible/HSA plan for only a portion of the plan year, the Board's contribution toward the funding of the deductible shall be pro-rated.

Section 2. Employee payments toward the selected health insurance policy shall be on a pre-tax basis (section 125 of IRS code).

Section 3. Employee Premium Share

As long as the incumbent nurse remains an employee of the District, she may elect to purchase two person or family insurance coverage for a 25% premium share or the otherwise applicable employee premium share, whichever is lower.

The HDHP/HSA plan shall be the core insurance plan. For any employee wishing to remain in the PPO plan, the Board will contribute toward the cost of that plan an amount equal to the dollar amount contributed by the Board toward the premium of the HDHP/HSA plan for the employee's coverage level. Any employee enrolled in the PPO plan shall pay the full difference between the dollar amount contributed by the Board and the full cost of the PPO plan.

All employees other than the nurse shall pay the following portion of the premium for the HDHP/HSA as follows:

	Individual	2 Person	Family
July 1, 2020	20.5%	23%	27%
July 1, 2021	21.5%	23%	26%
July 1, 2022	22.5%	23%	25%
July 1, 2023	23%	23%	23%

Employees waiving medical coverage with the district will receive seven hundred fifty dollars (\$750.00) annually, provided they provide proof of coverage in another health insurance plan. Payment of this stipend will be made in three installments of two hundred fifty dollars (\$250.00), paid in September, January and May of the school year for which the employee has waived medical coverage. If an employee leaves the Board's employ prior to the end of that school year or accepts medical coverage from the Board during that year, such employee waives entitlement to any portion of the stipend that has not been paid. Employees hired on or after July 1, 2010 shall not be eligible for this stipend for waiving medical coverage.

The Board shall have the right to offer one additional health insurance plan as an option for employees who are eligible for health insurance coverage under this Article. The Board shall have the right to determine the employee contribution percentage(s) for such plan(s). The Board shall provide the Union with information regarding the plan design, coverage and cost of the additional health insurance plan prior to the changes taking effect. The Board shall answer in writing all questions from the Union pertaining to said plan as soon as possible.

Section 5. The Board of Education shall provide life insurance in the amount of \$30,000 for each bargaining unit employee.

Section 6. After thirty (30) calendar days from the commencement of employment, new employees shall be eligible to receive the applicable insurance benefits described in this Article.

ARTICLE XIV
GENERAL PROVISIONS

Section 1. If an Article or Section of the Agreement is declared invalid by a court of competent jurisdiction, said invalidity shall not affect the balance of this Agreement.

Section 2. There shall be no alteration, variation, no amendment of the terms and conditions of this Agreement, unless made and agreed to in writing by both parties.

Section 3. Any previously adopted policy, rule, practice, or regulation of the Board which is in conflict with any provision of the Agreement is hereby deemed null and void.

Section 4. All Bargaining Unit members who satisfy the eligibility criteria may participate in the Town of Pomfret Pension Plan.

ARTICLE XV
VACATIONS

Section 1. Custodians shall be eligible for paid vacation based upon the following schedule (all numbers reflect completion of the years referenced):

1-5 Years	Two (2) Weeks
6-11 Years	Three (3) Weeks
12 Years and Over	Four (4) Weeks

Section 2. Eligibility shall be based upon the anniversary date of hire.

Section 3. Vacation time must be mutually agreed upon between the employee and the Superintendent or his/her designee in advance.

Section 4. Vacation leave shall not be cumulative and shall be forfeited each year unless used.

ARTICLE XVI
EDUCATIONAL WORKSHOP

Educational workshops which benefit employees in the performance of their duties shall be paid for hours of attendance as long as the request is made in advance and approval is granted by the Superintendent. The Superintendent maintains the prerogative to insist an employee must attend an educational workshop. Denial of a request to attend an educational workshop is not grievable. Bargaining Unit members shall be reimbursed in accordance with the IRS regulations and rates for mileage expenses when attending educational workshops.

ARTICLE XVII
CLOTHING ALLOWANCE

Food service and custodial personnel will have an annual reimbursement allowance (prior to the start of each school year) to purchase appropriate attire for performing tasks assigned based on their job description and variable flooring substrates. The annual reimbursement allowance will be in the form of reimbursement with copy of receipt that will not exceed seventy-five dollars (\$75).

ARTICLE XVIII
DURATION

This agreement shall be effective upon signing, and shall remain in full force and effect through the 30th day of June, 2024, It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not more than 180 and not less than one hundred and twenty (120) days prior to the anniversary date that it desires to modify this Agreement.

POMFRET BOARD OF EDUCATION AFSCME, COUNCIL 4, LOCAL 1303-339

By: Kathleen M. Cerrone
Kathleen M. Cerrone, Chair
BoE

By: Jan Bordeau

Date: 8/12/2020

Date: 8-19-20