

# COLLECTIVE BARGAINING AGREEMENT

*By and Between*  
**Hebron Board of Education**



*and the*



**UNITED PUBLIC SERVICE EMPLOYEES UNION**  
**Local 424 - Unit 84**  
**Hebron BOE Non-Certified Employees**

**July 1, 2022 through June 30, 2025**

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## ARTICLE 1 RECOGNITION

The Board recognizes United Public Service Employees Union (UPSEU), hereafter called the Union, as the sole and exclusive bargaining agent for the purpose of collective bargaining on matters of wages, hours of employment, and other working conditions for all custodial workers, administrative assistants, paraeducators, behavior technicians and food service workers of the Hebron Board of Education that regularly perform twenty (20) or more hours of work per week, excluding the Administrative Assistant to the Superintendent, the Administrative Assistant to the Director of Educational Services, the Central Office Administrative Assistant, the Food Services Manager, and the Accounts Payable/Payroll Specialist.

- A. United Public Service Employees Union (UPSEU) accepts such recognition and agrees to represent equally all employees without regard to membership or participation in, or association with the activities of, the Union or any other employee organization and to continue to admit to membership without qualification other than payment of dues and employment by the Board.
- B. It is the intent and purpose of the parties hereto that their agreements promote and improve the quality of work in the Town and provide for orderly professional negotiations between the Board and the Union and secure prompt and fair disposition of grievances so as to promote a good influence upon the operation of the school program.

## ARTICLE 2 DEFINITIONS

As used in this Agreement, the following terms have the respective meanings set forth below:

- A. United Public Service Employees Union (UPSEU) - The Hebron School, Local 424 - Unit 84 hereafter called the union.
- B. Board - The Board of Education of the Town of Hebron or its designee
- C. Superintendent - The Superintendent of Schools for the Hebron School District or the Superintendent's designee.
- D. Immediate Family - Includes employee, child, spouse, parent, parent-in-law, sibling, sibling-in-law, grandparent and grandchild.

## ARTICLE 3 MANAGEMENT RIGHTS

The Union recognizes that the Hebron Board of Education, hereafter called the Board, has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the school system in all its aspects, including but not limited to the following: to maintain educational activities and programs as in its judgement will best serve the interests of the students; to determine the type of work to be performed by the personnel; to assign all work to employees or others; to decide the methods, procedures and means of conducting the work; to select, hire, and demote employees

including the right to prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work; to discharge or otherwise discipline any employee; to promote, transfer and lay off employees; to designate the schools or programs which shall be attended by the various students; in general, to control, supervise and manage the operations of the school system and its staff under governing laws; to establish or continue policies, practices and procedures for the conduct of Board business and the management of its operations, and from time to time, to change or abolish such policies, practices or procedures.

Notwithstanding any provision of the agreement to the contrary, the Board will have the right and duty to take all actions necessary to comply with the provisions of the Americans with Disabilities Act (ADA).

No provision of this section shall be construed to limit the right of any employee to pursue his or her rights under the ADA in any available forum nor shall any provision of this section be construed to limit the right of any employee to file a grievance under a provision of this contract.

These rights, responsibilities, and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with or in violation of the specific terms and provisions of this agreement.

#### ARTICLE 4 WORK HOURS

Regular work week shall be Monday through Friday. The regular hours for employees shall be as follows:

<b>Position</b>	<b>Year in Months</b>	<b>Daily Hours</b>	<b>Work Week in Hours</b>	<b>Work Days/Year</b>	<b>Annual Hours</b>
Custodian	12	8	40	261	2088
Administrative Assistant	10-12	7-8	35-40	191-261	1337-2088
Paraeducator/Behavior Technician	10	4.0-7	18.75-35	187-191	701.25-1337
Food Services	10	5.5-5.75	27.5-28.75	187	1028.5-1075.25

- (1) Additional hours are not annualized through payroll and are paid as they are worked throughout the year.
- (2) The above time is exclusive of a thirty (30) minute daily unpaid lunch with the exception of employees working fewer than six (6) hours per day.

## ARTICLE 5 GRIEVANCE PROCEDURE

Section 1 - Purpose The purpose of this grievance procedure is to secure, at the lowest possible administrative level, solutions to problems which may arise under the specific provisions of this agreement.

### Section 2 - Definitions

- A. A "grievance" shall be defined as a written complaint signed by an employee or Union representative stating that there has been a violation, misinterpretation, or misapplication of a specific provision or provisions of this agreement
- B. A "grievant" shall mean any employee or group of employees directly affected by an alleged violation, misinterpretation, or misapplication of a specific provision or provisions of this agreement who then files a grievance.
- C. The term "days" shall be defined as business days, provided that if the deadline for taking action with regard to any step of the grievance procedure falls on a Saturday, Sunday or holiday, the deadline shall be extended to the next work day.

Section 3 - Procedure Since it is important that grievances be processed as rapidly as possible, the number of days indicated in each level shall be considered the maximum and every effort shall be made to expedite the process. The time limits specified may, however, be extended by mutual agreement between the Superintendent of Schools and the Union provided such agreement is in writing and is signed.

- A. Level One - Principal or Principal's Designee Within ten (10) days after the employee knew or should have known of the alleged grievance, the employee must file a written complaint with their Principal or Principal's Designee, setting forth the facts of the complaint, the specific contract language which the grievant alleges to have been violated, misinterpreted or misapplied, and the remedy requested. Within ten (10) days after receiving the written grievance, the Principal or Principal's Designee shall meet with the grievant and attempt to resolve the grievance. Within ten (10) days after such meeting, the Principal or Principal's Designee shall render a decision in writing. If for any reason the Principal or Principal's Designee does not render a decision within ten (10) days after the meeting, or if the decision is rendered and the grievant wishes to appeal, the grievant may appeal to Level Two.
- B. Level Two - Superintendent of Schools An appeal to the Superintendent of Schools must be made in writing within ten (10) days after the Principal or Principal's Designee renders their decision or within ten (10) days after the ten (10) day period set forth in level one for rendering a decision has expired, whichever occurs first. The written appeal must contain all the information specific in the complaint submitted to the Principal or Principal's Designee. Within ten (10) days after receiving the written grievance, the Superintendent shall meet with the grievant in an effort to resolve the grievance. Within ten (10) days after such meeting, the Superintendent shall render a decision in writing. If for any reason the Superintendent does not render a decision

within ten (10) days after such meeting, or if the decision is rendered and the grievant wishes to appeal, the grievant may appeal to Level Three.

- C. Level Three - Arbitration If the Union is not satisfied with the disposition of the grievance at Level Two, it and only it, may, within ten (10) days after the date of the Superintendent's decision, or within ten (10) days after the ten (10) day period set forth in Level Two for rendering a decision has expired, whichever occurs first, submit the grievance to arbitration by giving written notice to the Superintendent of Schools. This notice shall set forth the facts of the complaint and the specific contract language which has allegedly been violated, misinterpreted or misapplied. The Board shall have the option to select either the Connecticut State Board of Mediation and Arbitration or the American Arbitration Association to hear the grievance. If the Board wishes to select the American Arbitration Association to hear the grievance, it shall so notify the Union, in writing, within ten (10) days of receipt of the Union's written notice of intent to proceed to arbitration. In the event the Board does not so notify the Union within such time period, the Board shall thereby waive its right to select the American Arbitration Association to hear the grievance. Not later than ten (10) days after receipt of notice from the Board designating its selection of an arbitration agency, or in the event no such notice is received, within ten (10) days after the period for providing such notice has expired, the Union shall file for arbitration with the appropriate arbitration agency, with a copy to the Superintendent of Schools. In the event that a grievance is processed to arbitration through the American Arbitration Association, the Board shall pay the fees of the AAA and the arbitrator. If the Board does not elect to proceed with the American Arbitration Association, the fees of the State Board of Mediation and Arbitration and the arbitrator(s) shall be borne equally by the Board and the Union.

Arbitration proceedings shall be conducted in accordance with the rules of the State Board of Mediation and Arbitration Association or the American Arbitration Association, as applicable. The submission to arbitration shall set forth the facts of the complaint, the specific contract language which has allegedly been violated, misinterpreted, or misapplied, and the relief requested, and such submission shall be filed simultaneously with the Superintendent of Schools. The arbitrator appointed shall hear and decide only one grievance in each case. The arbitrator shall have no power to add to, delete from, or modify in any way the provisions of this agreement, and shall be bound by and must comply with all the terms of the Agreement. The decision of the arbitrator shall be final and binding on the parties.

Any time limit specified in this Article, except for the initial filing of a grievance, may be extended by mutual agreement of the Union and the Board, provided that, if a grievance is not submitted to a higher step in the above procedure, it shall be deemed settled on the basis of the answer in the last step considered, and if there is no answer within the time limit specified, the grievance shall be deemed to have been denied.

An employee has the right to have representation and the Board may also engage outside representation throughout the grievance procedure.

The grievant and the grievant's representative shall be afforded the necessary time without loss of pay for such grievance hearings held during the grievant's working hours.

## ARTICLE 6 ACCESS TO INFORMATION

The Board agrees to provide the Union, upon adequate notice, materials and information beneficial to the proper administration of the Agreement.

## ARTICLE 7 THE UNION MEETINGS ON SCHOOL PROPERTY

- A. The Union may call meetings in each school before or after school whenever necessary, providing such meetings do not conflict with other scheduled school activities or programs. Such meetings may be called once a month, with prior notice to building principals.
- B. No member of the Union, except second shift employees, shall meet during working hours, including lunch.

## ARTICLE 8 UNION BULLETIN BOARD

There will be bulletin board space provided in the faculty room in each school building for the purpose of displaying notices, circulars, and other Union materials. The Union agrees that it will not post or circulate any material which is derogatory to the Administration, Board or the school system or any person or group.

## ARTICLE 9 RECRUITMENT, SELECTION, AND PROBATION

- A. Recruitment and Selection - The Superintendent or the Superintendent's designee responsible for the recruitment and selection of all non-certified personnel shall not discriminate on the basis of race, sex, religion, creed, age, nationality, citizenship, color, disability, sexual orientation, union affiliations, genetic information, gender identity or expression, or marital status in employment or assignment in programs or services provided by the Board, except in the case of a bona fide occupational qualification. Complaints under this provision may be brought to the appropriate state or federal agency but shall not be subject to the grievance procedure in this contract.
- B. Probation - Each probationary period for new appointments shall be ninety (90) working days. During the probationary period, the Superintendent or the Superintendent's designee shall be responsible for the evaluation of the employee's job performance. If job performance is deemed unsatisfactory, the Superintendent or the Superintendent's designee shall issue a formal notice of termination.

During the probationary period of an employee, the employee may be terminated at will and such discharge shall not be subject to the grievance procedure.

## ARTICLE 10 JOB DESCRIPTIONS AND NON-CERTIFIED STAFF EVALUATIONS

- A. It is understood that the job descriptions for each category of employees which have been developed by the Superintendent shall be limited to the description of duties to be performed and shall not include hours or wages of employees.
- B. Employee evaluation conferences shall be conducted between the month of May and the end of the first full week in June. Employees shall be given a written copy of their evaluations by the building principal twenty-four (24) hours prior to their evaluation conference.

## ARTICLE 11 VOLUNTARY TRANSFERS

- A. Whenever an opportunity for a voluntary transfer to a vacant position occurs in any existing job classification, a notice of such vacancy shall be posted on the main bulletin boards and e-mailed internally to all employees including the (co) president(s) of the Union stating the job classification and the nature of the job requirement in order to qualify. Such posting shall be for a period of not less than ten (10) work days. During this period, employees who wish to apply for the transfer or new position may do so by notifying the Superintendent in writing. Summer postings will be sent internally by e-mail to employees or to an e-mail or address designated by the employee before the end of the school year.
- B. For the purposes of voluntary transfer, a vacant position shall be limited to openings due to death, retirement, resignation, dismissal or the creation of a new position.
- C. The Board shall fill job vacancies from among applicants using the following criteria:
  - 1. In choosing a candidate to fill an available vacancy, selection will be based on the applicant's training, experience, references, evaluations, and interpersonal skills which best match the duties of the open position. If two or more applicants are equally qualified, the most senior employee shall be chosen.
  - 2. Preference shall be given to current employees who, in the judgement of the Superintendent, have equal or superior qualifications to those of outside applicants.
  - 3. Prior to being assigned to the vacancy/new position, an employee shall be provided with the training necessary to perform the relevant job duties, as determined by the Administration.

## ARTICLE 12 INVOLUNTARY TRANSFERS

- A. A transfer, which is the reassignment of an employee to another school, may not be ordered on an involuntary basis unless the employee is given advance written notice stating the reason(s) for the proposed action, and giving the employee an opportunity to



reply giving the reasons why the employee should not be reassigned. The employee's reply must be made within five (5) working days of official notice of the transfer.

- B. The employer agrees to give affected employees ten (10) working days written notice of an involuntary transfer, except in emergency cases.
- C. Prior to being transferred, an employee shall be provided with the training necessary to perform the relevant job duties, as determined by the Administration.
- D. Employees may not be involuntarily transferred from one employment classification to another (e.g., a paraeducator cannot be involuntarily transferred to an administrative assistant position).

### ARTICLE 13 LAYOFFS

- A. In the event that layoffs become necessary, the job performance of employees will be the principal criterion used by the Superintendent in determining who is to be laid off. In making such determinations, the Superintendent will not act arbitrarily or capriciously. In making such determinations, the superintendent will take into account the potentially subjective nature of performance evaluations.
- B. In the event that two (2) or more employees within their classification are determined to have performed comparably, seniority will be utilized by the Superintendent to determine which employee is to be laid off first. The employee with the least seniority in their classification will be laid off first. For purposes of this Article, bargaining unit seniority shall be defined as an employee's continuous length of service in the bargaining unit and classification seniority shall be defined as an employee's continuous length of service in a specific classification.
- C. Behavior Technicians shall only have the ability to bump down into the paraeducator classification in the event of layoff. In such cases, the procedures set forth in Sections A and B above shall be followed. In no event shall a layoff result in a promotional opportunity.
- D. Employees who are recalled within one (1) year will receive continuous credit toward seniority for the period of the layoff. Employees who voluntarily resign or are dismissed lose all seniority credit under this Article for any subsequent employment and must calculate seniority credit from the date of their reemployment.
- E. There shall be five (5) separate classification groups for the purposes of reduction in force or layoff as follows: (a) Custodian; (b) Food Service Workers; (c) Paraeducators; (d) Behavior Technicians; and (e) Administrative Assistants. Reduction in force or layoff shall occur within a classification group.
- F. An employee who is laid off shall be paid vacation time which has been accrued but has not been taken.

- G. When employees are to be recalled, the first to be recalled shall be those last laid off. Laid off employees shall have recall rights for a period of one (1) year from the date of layoff. During that year, no new employees shall be hired in the category laid off. An employee who refuses recall shall lose all further recall rights and shall thereafter be treated as a voluntary resignation for purposes of this Article.
- H. Notwithstanding the preceding sentence, a previous full-time employee who refuses recall to a part-time position in their previous employee classification shall maintain their recall rights for the period of one year from the date of the layoff.

#### ARTICLE 14 LEAVE WITHOUT PAY

- A. Leaves of absence without pay may be granted by the Superintendent for a limited, definite period not to exceed one (1) year, except as otherwise required by law, for the following reasons:
  - 1. For health reasons, upon continued advice of a physician.
  - 2. For other personal reasons subject to the review and recommendation of the Superintendent.
  - 3. Extreme personal hardship, such as illness of spouse, or legal dependents.
  - 4. For purposes provided under the Family and Medical Leave Act.
- B. Application for such leave of absence must be made in writing, stating the reason for the request and the length of time desired. A leave of absence expires automatically at the date of expiration approved for the leave. If an extension is required, it must be approved by the Board.
- C. It is expected that, as far as possible, leave will be so arranged as to begin or end at the close of the school year.
- D. Accumulated seniority shall not be lost during the leave of absence.
- E. A person returning from leave shall re-enter at the same classification as if they had not taken a leave of absence if a "same classification" position exists for which the employee qualifies. If such a position does not exist, the employee will be placed in the next open position for which the employee qualifies as determined by the district. An employee who has worked at least five (5) months of the school year in which the employee began the leave will return at the same step at which they employee would have been, had the leave not been taken. An employee who has worked less than five (5) months of the school year in which the employee began the leave will return at the same step the employee had at the time that the leave began.
- F. The employee shall if the employee so desires, receive insurance benefits at group rates paid by the employee, except as otherwise required by law, while the employee is on leave of absence without pay.
- G. Employees hired as "replacements" shall be hired for the duration of the leave only.

## ARTICLE 15 RESIGNATIONS

- A. An employee who voluntarily leaves the service of the Board shall submit a written notice of resignation to the Superintendent at least ten (10) calendar days in advance of the separation.
- B. The employee shall be paid for vacation time accrued but not yet taken, so long as the employee provides the written notice required under Section A above.

## ARTICLE 16 DISCIPLINE AND DISCHARGE

- A. No employee shall be disciplined in any manner except for just cause. At the time of the discipline of an employee, the employee shall be given a written statement of the reason(s) for the discipline. A conference shall be held between the employee and the appropriate administrator to discuss the reason(s) for the discipline. Discipline shall be progressive and shall normally follow this order:
  - a. Verbal Warning
  - b. Written Warning
  - c. Suspension
  - d. Discharge

All disciplinary action shall be applied in a fair manner and shall not be inconsistent with the infraction for which the disciplinary action is being taken. Any of the above steps may be omitted depending on the severity of the violation.

- B. If the Board places an employee on administrative leave pending the outcome of an investigation regarding the employee's conduct, such administrative leave shall be with pay.
- C. Serious misconduct shall be grounds for immediate suspension or discharge. Examples of serious misconduct include: theft, moral turpitude, insubordination, and abuse of the sick leave policy. Prior to a decision to suspend or discharge an employee, the employer shall meet with the employee, if available, to inform the employee of the charges so that the employee may have the opportunity to explain their actions.

## ARTICLE 17 WAGES

- A. The wage rates for the duration of this Agreement are set forth in Appendix A. All payroll will be made via direct deposit to the employee's bank. All bargaining unit employees will be paid by direct deposit, with e-mail notification to check the District's employee portal system to verify such deposit. Employees shall access information relevant to their conditions of employment, including but not limited to paystubs and relevant tax forms, through the District's employee portal system.

- B. The Superintendent shall have the discretion to place new hires on a salary step commensurate with their experience and qualifications.
- C. Ten-month employees shall be paid in twenty-two (22) equal installments per school year.
- D. If an employee is assigned to perform work in a higher classification for a minimum of two (2) consecutive work days, the employee so assigned will be paid at the rate for the higher classification at the step next above the employee's normal pay for the period so assigned.
- E. Each paraeducator who is required as part of the paraeducator's regular, daily assignment to work with a medically fragile or physically disabled student who requires toileting and/or diapering services shall receive an annual stipend of \$275. (the stipend will be pro-rated accordingly for mid-year assignment transfers and/or new hires)
- F. In order to be eligible for a behavior technician position, a paraeducator must receive forty (40) hours of specialized training administered by the District and pass a competency assessment measured by an objective rubric established by the Board. Eligibility for a differential shall terminate when, according to the Board, such specialized training is no longer a requirement of said position. The Board agrees to pay for the costs associated with the training. Paraeducators who complete the specialized behavioral training and pass the competency assessment described herein will receive first consideration to fill vacant behavior technician positions.
- G. Prior to the first day of school, the Principal or the Principal's designee shall determine which paraeducators will be assigned to work with students who exhibit impulsive and unpredictable behaviors. Such paraeducators will receive an annual stipend of \$275 (the stipend will be pro-rated accordingly for mid-year assignment transfers and/or new hires) and shall be confirmed with a conditions of employment letter issued to the paraeducator. Behavior Technicians are not eligible for this stipend. Effective upon ratification of this Agreement, paraeducators shall no longer be eligible for the one dollar (\$1.00) or fifty cent (\$0.50) ABA differential.

#### ARTICLE 18 OVERTIME

- A. In unusual situations, the principal or supervisor may require an employee to work additional hours beyond the normal forty (40) hour week. The overtime rate shall be one and one half (1 ½) times the regular hourly rate beyond forty (40) hours in any work week.
- B. Compensation for overtime work shall be payable for the pay period in which the overtime was incurred and paid on the same day as regular earnings for that period.
- C. All overtime work shall have prior approval by the principal who shall distribute the overtime among the employees in such manner as to effectively meet school needs. The Facilities Director will prepare an overtime list. Any interested custodian may sign

up. Overtime will be assigned on the basis of seniority with the most senior qualified volunteer in the building receiving the assignment first, and rotating through the list. If there is no volunteer, the least senior facility custodian on the list will be assigned the work.

D. Custodial Work When Schools are Closed Due to Inclement Weather.

On inclement weather days, whether central office is open or closed, head custodians, as essential personnel, shall be required to report to work for the first shift to assist with snow removal. Head custodians who report to work so that the schools can re-open as soon as possible will be paid time and one half (overtime rate).

In the event the school district needs more assistance with snow removal, the Facilities Director, in consultation with the head custodians at each school, may call in second shift custodians. Such second shift custodians will be paid time and one half (overtime rate) for each hour of work performed on the first shift. Thereafter, if such second shift custodians work part of their regular second shift assignment, they shall be paid time and one half (overtime rate) for all snow removal work performed during their second shift.

For example, if a second shift custodian is called in and performs three (3) hours of work during the first shift and then works five (5) hours of their regular second shift assignment performing two (2) hours of snow removal work and three (3) hours performing non-snow removal work (for a total of an 8 hour day), they shall be paid time and one half (overtime rate) for the three (3) hours of first shift time and the two (2) hours of snow removal work during their regular second shift assignment. The remaining three (3) hours shall be paid at straight time. When second shift custodians are not called in on such days to assist on first shift, such custodians shall be required to report to work and be paid time and one half (overtime rate) for all snow removal work performed during their second shift. For example, if a second shift custodian performs three hours of snow removal during their regular eight (8) hour shift, they shall be paid time and one half (overtime rate) for the three hours of snow removal work. The remaining five (5) hours shall be paid at straight time.

- E. Call Back Pay. An employee called in to work outside their regularly scheduled working hours, i.e. emergency situations shall be paid for time worked at their regular hourly rate for a minimum of three (3) hours. In the event the time worked exceeds (3) hours, the employee shall be paid at one and one-half time their regular hourly rate. This provision shall not apply to scheduled overtime assignments or snow removal work.
- F. When an employee is directed by the Administration to assume the duties of the Facilities Director, the employee shall be paid for such work at the Facilities Director's hourly rate of pay.

## ARTICLE 19 SICK LEAVE

Personal sick leave shall be granted to employees with full pay in accordance with the following schedule of entitlements:

<u>CLASSIFICATION</u>	<u>DAYS OF ANNUAL ENTITLEMENT</u>	<u>DAYS OF MAXIMUM ENTITLEMENT</u>
Twelve-month employees	15.0	185
Ten-month employees	12.0	100

Ten (10) month employees shall be entitled to utilize a total of up to five (5) days of sick leave per year to care for a seriously ill member of the immediate family. Twelve (12) month employees shall be entitled to utilize a total of up to seven (7) days of sick leave per year to care for a seriously ill member of the immediate family. For the purposes of this provision, "immediate family" shall be defined to include parent, spouse, sibling, child or any person living in the employee's household.

For sick leave usage purposes, an employee's absence attributable to sick leave shall first be charged against the employee's current year sick leave accrual of fifteen (15) days or twelve (12) days, depending on the employee's classification as set forth above. If an employee needs to use more than the applicable fifteen (15) or twelve (12) sick days in any given year, the excess over the applicable fifteen (15) or twelve (12) days shall be charged against the employee's accumulated sick leave.

The Board shall have the right to require an employee to submit a physician's certificate after an absence of five (5) or more consecutive days, or in cases of suspected abuse (based upon legitimate suspicion), or as otherwise provided by law.

## ARTICLE 20 HOLIDAYS

- A. Full-time, twelve month custodial workers and twelve month administrative assistants, shall receive the following paid holidays, regardless of the day on which they fall:

New Year's Day	Labor Day
Presidents' Day	Columbus Day
Good Friday	Veteran's Day
Memorial Day	Thanksgiving Day
Christmas (2 days)	Friday after Thanksgiving
Floating Holiday	Independence Day
	Martin Luther King Day

- B. In the event that a holiday occurs during the paid vacation of any employee, the employee shall be entitled to an additional vacation day with pay.

C. For the purpose of this article, full-time, full-year employees shall be those employees whose regularly scheduled hours are 6.5 hours or more, and their work year is 12 months.

D. Employees who are regularly scheduled to work 10 months and 6.5 hours or more per day shall receive the following paid holidays:

Thanksgiving Day  
Christmas Day  
New Year's Day  
Presidents' Day  
Good Friday  
Memorial Day  
Friday after Thanksgiving  
Labor Day  
Columbus Day  
Martin Luther King Day

E. Unit members who are regularly scheduled to work less than 6.5 hours per day and 10 months per year shall receive the following paid holidays:

Thanksgiving Day  
Christmas Day  
New Year's Day  
Presidents' Day  
Good Friday  
Labor Day

F. If any holidays fall on a school day, the holiday will be replaced with a floating holiday. An employee's designation of their floating holiday will not be unreasonably denied by the administration. Floating holidays will be taken in the same school year they are earned.

#### ARTICLE 21 VACATIONS

A. Full-time full-year custodial workers and administrative assistants shall receive an annual, paid vacation.

B. For the purposes of this Article full-time, twelve month employees shall be those identified above whose assignments are at least 1820-2088 hours per year.

C. Employee hire anniversary dates shall be used to determine the amount of vacation time due. All employees' vacation accumulations shall be credited at the beginning of each fiscal year, specifically July 1, based on the employee's anniversary date from the preceding fiscal year. The annual vacation entitlement shall be as follows:

1. One (1) week vacation after six (6) months of continuous employment.

2. Two (2) weeks' vacation after twelve (12) months of continued employment.
3. Thereafter, one (1) additional day of vacation for each two (2) years of continuous employment to a maximum vacation entitlement of four (4) weeks.
4. Vacation will be used during the year it is accrued. There will be no rollover of vacation time except for extenuating circumstances.
5. Employees who go from part-time to full time or 10 month to 12 month shall be credited for any previous full years of service, with 10 month full time employment credited as 12 month full time employment.

#### ARTICLE 22 PERSONAL LEAVE

- A. Total of up to five (5) days per year absence with pay may be allowed to full-time, full year employees and a total of up to three (3) days per year absence with pay may be allowed to other employees for the following reasons:
1. for legal reasons;
  2. for marriage of a member of the immediate family;
  3. for death in the family or attendance at funerals;
  4. for religious holidays;
  5. for birth of child or adoption of a child;
  6. for personal business that cannot be transacted outside of regular working hours;
  7. for attendance at graduation exercises of a member of the immediate family.

If all personal days are exhausted and bereavement time is needed, sick days may be used.

- B. Application for personal leave shall be made to the building principal or designee at least twenty-four (24) hours before taking such leave, except in cases of extreme hardship.
- C. In the event all personal days are exhausted and bereavement time is needed, up to five (5) sick days may be used subject to the approval of the Superintendent of Schools.
- D. Personal days provided above shall not be used to extend vacations. Personal days for category number 6 above may not be taken on days adjacent to a school holiday or a vacation period.

#### ARTICLE 23 JURY DUTY AND SUBPOENAS

- A. Any employee who is called for jury duty shall receive the necessary leave to fulfill this legal obligation. This leave shall be in addition to any other leave allowed. The employee shall receive his/her regular pay for the first five (5) days of jury duty.



Thereafter they shall receive a rate of pay equal to the difference between the regular net salary and the jury fee.

- B. In case of subpoenas arising out of the performance of assignments, the employees involved shall receive full pay for their time in court. This leave shall be in addition to any other leave allowed.

#### ARTICLE 24 HEALTH INSURANCE

A.

1. The High Deductible Health Plan with Health Savings Account shall be the sole plan made available to all bargaining unit employees who are eligible to receive insurance under this contract.
2. The Board's contribution to the HDHP deductible will be 50% each year. Deposits will be made in two equal installments, one deposited on the first payroll period in September and the other in the first payroll period in December.
3. Employees may use payroll deductions for their contribution toward the deductible.
4. There will be an HRA plan available for those employees who are not eligible for an HSA.
5. The Board shall have the right to change insurance carrier(s) and insurance plans provided that the overall level of benefits, when considered as a whole, remains substantially comparable.
6. The Board may elect to implement a program of cost containment/managed benefit procedures (including, but not limited to, pre-admission review, admission planning services, admission and continued stay review, second surgical opinions and hospital bill audits) at any time.
7. Premium Share for all eligible employees:

2022-23	17.0%
2023-24	17.5%
2024-25	18.0%

8. Summary Plan Description:

Type of plan	HDHP w/HSA
HSA Funding	50%
Rx copays after Deductible	Yes
<u>In Network</u>	
Deductible	\$2,000/4,000
Coinsurance	0%
Out-of-Pocket Maximum	\$5,000/10,000
Preventive Care/Screenings	No Charge
Primary Office Visit	0% after Ded
Specialist Office Visit	0% after Ded

<b>Type of plan</b>	<b>HDHP w/HSA</b>
Diagnostic X-ray & Lab	0% after Ded
High Cost Diagnostic	0% after Ded
Vision Exam	0% after Ded
PT/OT/ST/Chiropractic Care	0% after Ded
Emergency Room	0% after Ded
Urgent Care	0% after Ded
Outpatient Surgery	0% after Ded
Inpatient Services	0% after Ded
<b><u>Out of Network</u></b>	
Deductible	Shared w/In-Net
Coinsurance	20%
Out of Pocket Maximum	Shared w/In-Net
<b><u>Prescription Drugs</u></b>	
Retail Generic	\$5 after deductible
Retail Listed Brand	\$25 after deductible
Retail Non Listed Brand	\$40 after deductible
Retail Days Supply	30
Mail Order	Generic: 1x copay; Brand: 2x copay
Mail Order Days Supply	31-90
Calendar Year Maximum	Unlimited

Prior Authorization required on imaging (i.e. MRI, CAT Scan, etc.)

9. The parties acknowledge that the Board's contribution toward the funding of the HDHP 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.
- B. Employees hired on or after July 1, 2022 who are scheduled to work fewer than 1150 hours per year may participate in the insurance plan (subject to any and all eligibility requirements of the carrier), provided that such employees shall pay one hundred percent (100%) of the premium costs for such health insurance.

The board shall permit employees to participate in a Section 125 plan for the purpose of making insurance premium contributions on a pre-tax basis, to the extent provided by law.

Note: The IRS does not allow for a Section 125 plan when the medical plan is an HSA.

- C. The Board shall provide twenty thousand dollars (\$20,000) of term life insurance for all bargaining unit members.
- D. Dental insurance shall be provided to bargaining unit members. Bargaining unit members who avail themselves of dental insurance shall be responsible for paying a percentage of the premium cost for individual, two person or family dental insurance coverage as follows:
- |         |       |
|---------|-------|
| 2022-23 | 17.0% |
| 2023-24 | 17.5% |
| 2024-25 | 18.0% |
- E. This Article shall be effective upon ratification and implementation of the full Agreement and subject to the terms and conditions of the insurance carriers.

#### ARTICLE 25 EMPLOYEES REVIEW OF OFFICIAL PERSONNEL FOLDERS

- A. An employee desiring to review their official personnel folder will be permitted to do so upon request to the appropriate building principal.
- B. No unfavorable information will be placed in an employee's personnel file without a copy to the employee. The employee will be afforded the opportunity to put on record any statement the employee wishes to make about unfavorable information contained in the mentioned folders. It is further agreed that any matter which has not been placed in the employee file cannot be used as a basis for disciplinary action.

#### ARTICLE 26 TRAVEL

All travel for school business will be reimbursed at the rate published by the Internal Revenue Service (IRS) (Travel claims are subject to the approval of the building principal or the appropriate administrator).

#### ARTICLE 27 WORKERS' COMPENSATION

Compensation for injuries or illnesses arising out of and in the course of employment shall be governed by the provisions of the Workers' Compensation Act, contained in Title 31 of the Connecticut General Statutes.

#### ARTICLE 28 PROTECTION OF EMPLOYEE

Employees shall be covered by Section 10-235 of the Connecticut General Statutes. This Article shall not be subject to the grievance procedure of this Contract.

## ARTICLE 29 PAYROLL DEDUCTIONS

The present deductions provided by the employer for credit union and health insurance shall continue in effect.

## ARTICLE 30 NO STRIKE, NO LOCKOUT

The Board agrees that it will not lock out the employees during the term of this Agreement. The Union and the employees expressly agree that during the life of this Agreement there will be no strikes, slow-downs, unlawful picketing, work stoppages, mass illnesses or other similar forms of interference with the operation of the school system.

## ARTICLE 31 SAVINGS CLAUSE

In the event that any Article, Section or portion of this Agreement is declared invalid by agreement, statute, or legal process, then such specific Article, Section or portion specified to be invalid shall be deleted. However, the remainder of this Agreement shall remain effective. (Negotiations may be reopened by mutual agreement upon that Article or portion thereof).

## ARTICLE 32 FULL AND COMPLETE AGREEMENT

This Agreement contains the full and complete Agreement between the Board and Union on all negotiable issues, and neither party shall be required during the term thereof to negotiate upon any issue, whether it is covered or not covered in this Agreement, unless otherwise mutually agreed.

## ARTICLE 33 UNION SECURITY

- A. DUES CHECK-OFF Upon receipt of individual written authorization from an employee, the Board of Education agrees to deduct Union dues monthly from earned wages and remit promptly to United Public Service Employees Union (UPSEU), 3555 Veterans Highway, Suite H, Ronkonkoma, NY 11779 no later than the last day of each month.
- B. The Union agrees to indemnify and hold the Board of Education harmless against any and all claims, demands, suits or other forms of liability that shall or may arise out of, or by reason, action taken by the Board of Education for the purpose of complying with the provisions of this article.
- C. In the event that agency/service fee union deductions become permissible by State and/or Federal law, the parties agree that the Employer shall deduct the designated agency/service fee amount as provided in writing by UPSEU. The parties further agree that that such agency/fee service union deductions shall be remitted in accordance with Section A above.
- D. The Employer shall provide the UPSEU Labor Relations Representative, via email and within 10 days, the following information as it relates to new hires: 1) first and last

name; 2) work location/department/classification; 3) wage rate; 4) work phone number; 5) work email address; and 6) home address. The Union shall be provided an opportunity to meet with new employees during the first month of a new hire's appointment for a period of time not to exceed twenty (20) minutes.

#### ARTICLE 34 INCLEMENT WEATHER

No employee shall suffer a loss of pay for a late opening or early dismissal of school due to inclement weather.

#### ARTICLE 35 PENSION BENEFITS

The provisions of the Town of Hebron Pension Plan shall continue in effect for all eligible bargaining unit employees, subject to the terms and conditions of the pension plan.

#### ARTICLE 36 MISCELLANEOUS

- A. A safety shoe reimbursement of up to \$100 shall be paid annually to each member of the custodial and food service staff on or after July 1 upon the employee's presentation of a receipt. Effective July 1, 2022, custodial and food service staff shall be issued five (5) District logo shirts and shall be required to wear them as part of a daily uniform.
- B. When a paraeducator is utilized as a substitute teacher for one-half of a school day or more, and if the paraeducator's compensation for that day (hourly rate multiplied by hours worked) is less than the district's daily rate for substitute teachers, that paraeducator will receive a stipend equal to the difference between the substitute teacher rate and the paraeducator's per diem compensation.
- C. Should the federal government declare a National Day of Mourning and require schools to be closed, twelve month employees will not suffer a loss of pay.
- D. Normally, first shift custodians will take their lunches prior to the beginning of student lunches so that duties can be completed in the cafeteria (current practice).
- E. At the discretion of the Administration, paraeducators may be provided professional development on days listed on the annual conditions of employment letter. This practice may extend the workday and the district will pay paraeducators for that additional time. Paraeducators will be required to attend professional development, unless deemed otherwise by the superintendent. Notwithstanding the preceding sentence, under no circumstance shall any paraeducator be required to attend any professional development offered on days not previously identified on the annual conditions of employment letter. Such professional development shall be on a strictly voluntary basis. On a scheduled early dismissal when professional development has not been scheduled by the Administration, paraeducators shall be paid for actual hours worked. On such days, paraeducators may have the option to work through their lunch break and be paid.

Professional development will not be scheduled on the following early dismissal days: the day before Thanksgiving recess, the day before the holiday winter recess, and the last day of the student school year. On such days, all employees will be released early, on a schedule to be determined by the Superintendent, but be paid as if they worked the full day.

- F. One paraeducator representative from the Hebron Elementary School and one representative from the Gilead School, both chosen by the Union, shall be entitled to participate in the Professional Development and Evaluation Committee for discussions related to professional development only, exclusive of teacher evaluation discussions.
- G. All food service workers will be required to have State Sanitation Certification.

#### ARTICLE 37 DURATION

The provisions of this Agreement shall become effective July 1, 2022, and continue in force through June 30, 2025. Unless otherwise provided specifically in the Agreement, no provision of this Agreement shall be retroactive.

By February 1, 2025, the United Public Service Employees Union (UPSEU) shall notify the Hebron Board of Education to commence negotiations for a new labor contract.

This Agreement contains the full and complete agreement between the Board and the Union on all negotiable issues, and neither party shall be required during the term thereof to negotiate upon any issue, whether it is covered or not covered in this Agreement. Any item not covered in this Agreement may be governed by the existing policies, rules or regulations of the Board, or by the modification of existing policies, rules, or regulations or the adoption of new policies, rules or regulations.

SIGNATURE PAGE

HEBRON BOARD OF EDUCATION

By: Heath Dew

Date: 10/13/22

HEBRON SCHOOL SYSTEM EMPLOYEES  
UNITED PUBLIC SERVICE EMPLOYEES  
UNION Local 424 - Unit 84

By: [Signature]

Date: 10/13/22

HEBRON UNIT PRESIDENT

By: Madeline C. Smith

Date: 10/13/22

## APPENDIX A - WAGE SCHEDULE

<b>2022-2023</b>						
<b>Step</b>	<b>Custodian</b>	<b>Head Custodian</b>	<b>Food Service Worker</b>	<b>Paraeducators</b>	<b>Behavior Technician</b>	<b>Administrative Assistant</b>
1	\$18.16	\$19.84	\$17.70	\$17.20	\$20.20	\$21.75
2	\$18.75	\$20.50	\$18.65	\$17.82	\$20.82	\$22.42
3	\$19.34	\$21.17	\$19.61	\$18.44	\$21.44	\$23.09
4	\$19.93	\$21.84	\$20.56	\$19.07	\$22.07	\$23.75

The wage schedule has been restructured for 2022-23. Employees will move from the 2021-22 schedules to the 2022-23 schedule as summarized below.

<b>Custodians</b>	
<b>2021-22</b>	<b>2022-23</b>
<b>Step #</b>	<b>Step #</b>
3	1
5	1
8	2
9	3
10	4

Head Custodians don't have a step schedule in 2021-22, all move to step 4 in 2022-23

The positions of Food Handler and Cook-Baker are now one schedule under the position title of Food Service Worker.

	<b>2021-22 Step #</b>	<b>2022-23 Food Service Worker Step #</b>
<b>Cook-Baker</b>	4	1
	7	2
	8	3

<b>Paraeducators &amp; Behavior Technicians</b>	
<b>2021-22</b>	<b>2022-23</b>
<b>Step #</b>	<b>Step #</b>
3-6	1
7	2
8	3
10	4

The positions of Office Secretary and School Secretary are now one schedule under the position title of Administrative Assistant.

	<b>2021-22 Step #</b>	<b>2022-23 Step #</b>
<b>Office Secretary</b>	10	1



## APPENDIX A - WAGE SCHEDULE

<b>2023-2024</b>						
<b>Step</b>	<b>Custodian</b>	<b>Head Custodian</b>	<b>Food Service Worker</b>	<b>Paraeducators</b>	<b>Behavior Technician</b>	<b>Administrative Assistant</b>
1	\$18.70	\$20.43	\$18.23	\$17.72	\$20.72	\$22.40
2	\$19.31	\$21.12	\$19.21	\$18.36	\$21.36	\$23.09
3	\$19.92	\$21.80	\$20.19	\$19.00	\$22.00	\$23.78
4	\$20.53	\$22.49	\$21.18	\$19.64	\$22.64	\$24.46

Effective July 1, 2023, eligible employees not at maximum will move up a step.

<b>2024-2025</b>						
<b>Step</b>	<b>Custodian</b>	<b>Head Custodian</b>	<b>Food Service Worker</b>	<b>Paraeducators</b>	<b>Behavior Technician</b>	<b>Administrative Assistant</b>
1	\$19.26	\$21.04	\$18.78	\$18.25	\$21.25	\$23.08
2	\$19.89	\$21.75	\$19.79	\$18.91	\$21.91	\$23.78
3	\$20.52	\$22.46	\$20.80	\$19.57	\$22.57	\$24.49
4	\$21.14	\$23.17	\$21.81	\$20.23	\$23.23	\$25.20

Effective July 1, 2024, eligible employees not at maximum will move up a step.