

AGREEMENT BETWEEN
THE SIMSBURY BOARD OF EDUCATION
AND
THE SIMSBURY FEDERATION OF EDUCATIONAL
PERSONNEL

July 1, 2020 – June 30, 2023



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THIS AGREEMENT EFFECTIVE THE FIRST DAY OF JULY 2020 BY AND BETWEEN THE SIMSBURY BOARD OF EDUCATION (HEREINAFTER CALLED "BOARD") AND THE SIMSBURY FEDERATION OF EDUCATIONAL PERSONNEL LOCAL #3656, AFTCT, AFL-CIO (HEREINAFTER CALLED "FEDERATION").

ARTICLE I

PREAMBLE

WHEREAS, the Board and the Federation recognize the importance of sustaining a high level of morale among the secretarial, clerical and paraeducator employees and maintaining harmonious relationships between the Board and the secretarial, clerical, and paraeducator employees and encouraging the secretarial, clerical and paraeducator employees to provide full service to the Board of Education and the Town of Simsbury and to the improvement of quality of said service and assuring necessary, usual and beneficial communications between the Board and the secretarial, clerical, and paraeducator employees.

NOW THEREFORE, in consideration of these premises and other good consideration, the Board and the Federation enter into this Agreement.

ARTICLE II

GENERAL

- A. This Agreement has been entered into by virtue of negotiations under Chapter 113, Sections 7-467 through 7-479 of the General Statutes of the State of Connecticut, as amended, in order to fix for its term the wages and hours of employment provided herein.
- B. The provisions of this Agreement shall be in force and effect unless amended in writing by the parties hereto.
- C. If there is any previously adopted policy, rule or regulation of the Board which is in conflict with any provision of this Agreement, said Agreement provision shall govern during the term of this Agreement. No such provision shall operate retroactively unless expressly so stated.
- D. The terms of this Agreement conform to Simsbury Board of Education Policy #4208, regarding equal employment opportunity and non-discrimination on the basis of race, color, religion, sex, age, sexual orientation, physical handicap or national origin.

ARTICLE III

RECOGNITION

The Board of Education recognizes the Simsbury Federation of Educational Personnel Local #3656, AFTCT, AFT, AFL-CIO as the exclusive bargaining representative for all employees in the unit consisting of all employees of the Board engaged in secretarial, clerical, and paraeducator work in the public school system of said town excluding those working less than twenty (20) hours per week, the Executive Assistant to the Superintendent, the Administrative Assistant to the Assistant Superintendent, the Business Office Coordinator, Administrative Assistant to the Director of Special Services, the Human Resources Coordinator, the Human Resources Secretary, the Employee Benefits and Wellness Coordinator, Accountant/Budget Analyst, Payroll Supervisor, and Accounts Payable Clerk, for the purposes of, and with all the rights and privileges as provided under Section 7-467 through 7-479 of the Connecticut General Statutes.

ARTICLE IV

BOARD RIGHTS AND RESPONSIBILITIES

It is recognized that the Board retains and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility, and prerogative to direct the operation of the Simsbury Public Schools in all its aspects including but not limited to the acquisition, control and regulation of all property, the employment and supervision of all employees and the organization and administration of the program of the Simsbury Public Schools.

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 any of the specific terms and provisions of this Agreement. No action taken by the Board with respect to such rights, responsibilities, and prerogatives other than as there are specific provisions herein elsewhere contained shall be subject to the grievance provisions of this Agreement.

ARTICLE V
GRIEVANCE PROCEDURE

A. Purpose and Prerequisite

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise under the specific provisions of this Agreement.

B. Definitions

1. A "grievance" shall mean a complaint by the President of the Federation or his/her designee, a member or members of the bargaining unit that as to him, her or them, there has been a violation of a specific provision or provisions of this agreement to the detriment of the member or members involved.
2. An "aggrieved person" shall mean the President of the Federation or his/her designee, the person or persons bringing the complaint.
3. The term "days" shall mean work days.

C. Procedure

1. Level One - Principal or Immediate Supervisor

- a. An aggrieved person shall first discuss the grievance with his/her principal or immediate supervisor with a view toward resolving the matter informally. In the event that the aggrieved person is not satisfied, he/she shall submit the grievance in writing to such supervisor or principal. The written statement of the grievance shall contain a statement of the facts, the relief requested and a reference to that provision or provisions of the agreement which the aggrieved person claims has or have been violated.
- b. If a member of the unit has not filed a written grievance at Level One within ten (10) school days after the act or occurrence giving rise to the grievance, then the grievance shall be waived.

2. Level Two - Superintendent of Schools

- a. In the event that the aggrieved person is not satisfied with the disposition of the grievance at Level One, or in the event that no decision has been rendered within five (5) days after presentation of the grievance in writing, the aggrieved person may appeal the grievance to the Superintendent of Schools within five (5) days after the decision at Level One or ten (10) days after the grievance was presented in writing at Level One, whichever is sooner.

- b. The Superintendent shall represent the administration at this level of the grievance procedure. Within ten (10) days after receipt of the written grievance by the Superintendent, the Superintendent of Schools or his/her designee shall meet with the aggrieved person in an effort to resolve the grievance.

3. Level Three - Arbitration

- a. In the event that the aggrieved person is not satisfied with the disposition of the grievance at Level Two or in the event no decision has been rendered within five (5) days after the aggrieved person has met with the Superintendent or his/her designee, the aggrieved person may file a written request with the Federation for arbitration. Upon receipt of a request for arbitration, the Federation shall determine whether or not the grievance is, in its judgment, meritorious and shall notify the Board of Education of its decision within five (5) days of receiving the request for arbitration. Only the Federation shall have the right to submit a grievance to arbitration.
- b. If the Federation determines that the grievance is meritorious, it shall within the next succeeding five (5) days submit a request for arbitration to the American Arbitration Association or the State Board of Mediation and Arbitration. The arbitrator selected shall conduct a hearing as soon as possible on the grievance and shall render a decision within thirty (30) days from the date of the hearing. The decision of the arbitrator shall be in writing and shall be final and binding upon the parties.
- c. The arbitrator shall hear and decide only one grievance in each case and shall be bound by the provisions of this agreement with no power to add to, modify, or amend any of the terms of the agreement.

D. Miscellaneous

1. The Board and the Federation agree that grievance proceedings should be kept as informal and confidential as may be appropriate consistent with relevant state and federal statutes.
2. Since it is important that grievances be processed as rapidly as possible and at the lowest administrative level, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process.
3. Failure at any step of this procedure to communicate a decision within the specified time limits shall permit the aggrieved person to proceed immediately to the next step. Failure at any step to appeal within the specified time limits shall be considered acceptance by the aggrieved person of the decision rendered and such decision shall thereafter be binding upon all parties.
4. It is understood that employees shall, during and notwithstanding pendency of the grievance, continue to observe all assignments and applicable rules and regulations of the Board and the administration until such grievance and any effect thereof shall have been fully determined.

5. Meetings held under this procedure shall be held at a time and place which will afford a fair and reasonable opportunity for all proper persons to be present. Persons proper to be present for the purposes of this article are defined as the aggrieved person, his/her representative and witnesses.
6. All documents, communications and records dealing with the proceeding of a grievance shall be filed separately from the personnel files of the participants.
7. The aggrieved person may be represented at any step of the grievance procedure by a person of his/her choosing. When an aggrieved person is not represented by the Federation, the Federation shall have the right to be present and to state its views at all steps of the grievance procedure.

ARTICLE VI

WORKING CONDITIONS

- A. Vacancies within the bargaining unit which occur during the school year shall be posted within five (5) working days of their occurrence to present staff members for five (5) working days.
- B. Vacancies that occur within the bargaining unit during the summer as defined by the period between the last day of school and the first day of school shall be posted to the union president and secretary for five (5) working days.

Special Education vacancies that occur after February 1 and before the last day of school of any academic year may be filled on an interim basis through the end of that academic year. The position will be posted in accordance with Section A above. Reassignments may be deferred by the Board until the following academic year to avoid unwarranted disruptions to programs and services.

- C. Personnel covered by this agreement may apply for transfer or promotion at the time of the announcement of vacancies within the bargaining unit and will be granted a first round interview. Qualifications shall be stated at the time of a vacancy announcement, and positions may be posted externally concurrently. Past performance and ability to meet job qualifications will be factors considered for those seeking transfer or promotion. If all qualifications are basically equal, seniority shall govern. The final decision will rest with the Superintendent of Schools / designee.
- D. New employees shall be considered probationary for a period of ninety (90) working days from the date of hire. Such employees may be discharged at will during this probationary period and no such discharge shall be subject to the grievance or arbitration procedure. Once the probation period has been successfully completed, seniority shall be retroactive to the date of hire.
- E. Personnel covered by this Agreement shall work a predetermined schedule as established by school administration in accordance with individual assignments and responsibilities. Employees shall be notified by August 1 of each year of their next school year's workdays, hours and assignment. Employee schedules are tracked by the number of days they are scheduled to work in the fiscal year. Those personnel scheduled to work 241 or more days per

year are called 52-week employees; those personnel scheduled to work between 220 and 240 days are called 44-week employees; those personnel scheduled to work the school calendar plus 10 additional days and have 5 paid holidays are called 195 day employees; all other personnel covered by this agreement who are scheduled to work the school calendar of up to 180 days plus 5 paid holidays are called 185 day employees. In the remainder of this document, days will be used for consistency where possible when referring to employee schedules.

F. Should central administration adopt a change in administration procedures affecting payroll, or related payroll areas, they will notify the individual, individuals, and/or Federation of said change.

G. School Closings, Delayed Openings, and Early Releases

1. In the event that the superintendent/designee cancels school due to inclement weather, the superintendent/designee will initiate an automated phone call to inform personnel working 220 or more days of their report time. Employees will report to work as soon as safely possible based on inclement weather. If employees are not able to report at the designated time, those employees who are eligible for Paid Time Off may elect to use such time for an absence, or such employees may elect to take an absence on a salary-deduct basis. 185 and 195 day employees do not report.
2. In the event that the Superintendent / designee delays the opening of school (i.e. 2-hour delay) due to inclement weather, federation employees that work 220 or more days per year should report to work as soon as safely possible, but no later than 30 minutes before student start time. If the Superintendent / designee determines that employees should report to work at a different time, the Superintendent / designee will initiate an automated phone call to inform these employees of a change in report time. If employees are not able to report when expected, those employees may utilize PTO or vacation time for their absence or such employees may elect to take an absence on a salary-deduct basis.
3. In the event that the Superintendent / designee delays the opening of school due to inclement weather, federation employees that work less than 220 days per year aka (185 and 195 days) should report to work at the delayed arrival time. These employees are not required to report to work at their regularly scheduled time. However, they will be compensated for the regularly scheduled hours provided they report to work at the delayed arrival time.
4. When central administration deems it necessary to close all schools early due to hazardous road conditions, all school building based personnel covered by this Agreement, with the exception of the secretary to the building principal, will be permitted to leave upon departure of the last school bus. The secretary to the building principal must remain at school until one-half hour after the last school bus has departed. Additionally, if an individual school is closed due to conditions which do not present a hazard to the health and well being of employees, personnel covered by this Agreement shall remain at their assignment. In the event that the temperature in the areas where these employees normally work is below or exceeds usual expectations, they will be assigned to an area within that school where usual expected temperatures are maintained to do work consistent with their job descriptions. In the event that no area is available in the school where expected temperatures can be maintained, personnel covered by this Agreement will be dismissed for the remainder of the day.

5. Personnel covered by this agreement shall remain at work on early release days that are not for inclement weather for their normal hours and are expected to assist with duties as assigned by principal, with the following exceptions:

- a) 185 day personnel whose normal work day would extend beyond the departure of the last bus when there is a half day prior to the Thanksgiving holiday and the half day on the last student day (when applicable) will be allowed to leave after the departure of the last bus. In exchange for these two half days, affected personnel will work one day prior to the first student day.
- b) 175 day and 195 day personnel whose normal work day would extend beyond the departure of the last bus when there is a half day prior to the Thanksgiving holiday will be allowed to leave after the departure of the last bus. In exchange for this time, staff will work with their supervisor to make up the work hours at a previously, mutually agreed upon time.
- c) When December 23rd is scheduled as an early release day, personnel may leave 30 minutes after the last bus.

- H. Personnel covered by this Agreement shall not be responsible to perform duties assigned to the school nurse. However, in the event the school nurse is unavailable, personnel covered by this Agreement having knowledge of need, shall notify his/her immediate supervisor and/or central administration.
- I. Staff members traveling for reasons approved in advance by the Superintendent of Schools or his/her designee may be reimbursed for travel expenses, the amount to be determined on the basis of the most direct route and the least expense to the Town. When private cars are used, payment shall be made at the current reimbursement rate; said reimbursement rate shall be reviewed annually by the Superintendent of Schools and shall be consistent with the current allowable rate recognized by the Internal Revenue Service as of June 1 for the next fiscal year.
- J. All Bargaining Unit Members will receive a duty-free, thirty (30) minute unpaid lunch.

ARTICLE VII
SPECIAL EDUCATION PARAEDUCATORS

A special education paraeducator is considered a permanent position, contingent on satisfactory evaluation and staffing needs within the Simsbury Public School System. The employment of a special education paraeducator is not limited to the support of one student.

If administration deems it necessary to request a full-time paraeducator to be assigned to one student, thereby making the position contingent upon the student's attendance and needs, administration will seek approval from the federation prior to filling such a position.

The district may require that a special education paraeducator transfer with his/her primary student or transfer for district staffing needs. If this transfer would result in the loss of hours for a special education paraeducator (i.e. 34.25 hours / week to 34 hours/ week), the district will protect the hours of said paraeducator: if the transfer takes place in the summer, hours will be protected for one school year; if the transfer takes place during the current school year, hours will be protected for the remainder of the current school year.

After February 1 of any given year, Federation special education paraeducator positions that become available during that school year due to the unexpected move into district of a child in need of said support or the resignation of a currently employed federation level special education paraeducator, said position will be filled on an interim basis until the last school day of that academic year. These positions will be posted according to specified contract language in Article VI. Reassignments may be deferred by the Board until the following school year to avoid unwarranted disruptions to programs and services.

There may be circumstances beyond the Board's or Federation's control that require immediate and permanent assignment of staff. To that end, an employee who applies for and is chosen to fill a posted vacancy that opens during the school year at the discretion of the Superintendent of Schools or his/her designee may be transferred to said new position following a period no less than two weeks duration to allow for coverage of the now vacated position.

ARTICLE VIII

OVERTIME

- A. When a paid holiday, hereinafter defined, falls during the work week it shall be included as regular hours worked in determining the existence of overtime.
- B. For those employees whose contracted work hours per week are 35 hours per week or less, time and one-half of the regular hourly rate shall be paid for each hour worked in excess of thirty-five (35) hours in any one week. For those employees whose contracted work hours are greater than 35 hours per week, time and one-half the regular hourly rate shall be paid for each hour worked in excess of their regular contracted hours in any one week.

ARTICLE IX

HOLIDAYS

- A. The following is the holiday schedule:
1. New Year's Day - January 1
 2. Martin Luther King Day
 3. President's Day - Third Monday in February
 4. Good Friday
 5. Memorial Day - Last Monday in May
 6. Independence Day - July 4
 7. Labor Day - First Monday in September
 8. Columbus Day - Second Monday in October
 9. Thanksgiving Day
 10. Day after Thanksgiving
 11. Day before Christmas - December 24
 12. Christmas Day - December 25
 13. Winter Break Holiday

Employees scheduled to work 52 weeks per year shall be given a total of thirteen (13) paid holidays; employees scheduled to work 44 weeks shall be given a total of twelve (12) paid holidays. All other employees shall receive New Year's Day, Memorial Day, Columbus Day, Thanksgiving Day and Christmas Day as paid holidays. If school is in session on a holiday as listed above, the Board will assign an alternate paid day off that is agreed to by both the Board and the Federation.

- B. Paid holidays occurring on Saturday shall be observed on the preceding Friday provided there is no school on said Friday. Paid holidays occurring on Sunday shall be observed on the following Monday provided there is no school on said Monday. If school is in session, an alternate day shall be rescheduled by the Superintendent of Schools or his/her designee.
- C. Whenever any of said holidays shall fall during the paid vacation of an employee, said holiday shall not be charged against the employee's earned vacation time. That vacation day shall be rescheduled at a time mutually agreeable to the employee and the Superintendent of Schools or his/her designee and the principal or immediate supervisor.
- D. The Winter Break holiday will be determined by the Superintendent or his/her designee for consistency among employee groups. Typically, it will be the day after Christmas, but will depend on how the calendar falls each year.

ARTICLE X

VACATIONS

- A. Employees scheduled to work 52 weeks covered by this Agreement shall be granted the following vacation:

Completed Fiscal Years (in a vacation eligible position)	Annual Vacation Accrual
Under 1 year	See below
1-5 years	13 work days
6-10 years	18 work days
11-15 years	19 work days
16-19 years	22 work days
20 years or more	25 work days

Employees scheduled to work 44 weeks covered by this Agreement shall be granted the following vacation:

<u>Completed Fiscal Years (in a vacation eligible position)</u>	<u>Annual Vacation Accrual</u>
Under 1 year	See below
1-5 years	11 work days
6-10 years	15 work days
11-15 years	16 work days
16 years or more	19 work days

Vacation benefits shall be granted to those eligible employees based on vacation earned in the prior year. July 1st of each year will be the date for computing accrued vacation benefits. However, new hires will receive up to five (5) vacation days prorated based on the date of hire and the next July 1st.

Employees transferring from 220 day positions to a full year position will receive full credit for years served.

- B. Employees shall accrue vacation time as of July 1. If an employee's anniversary date falls between July 1 and December 31, any vacation entitlement shall be retroactively credited to July 1. Employees who do not complete one year of service to the Board shall be paid for that portion for their vacation accrual which corresponds to the portion of the year in completed months they have served to the Board.
- C. One hundred eighty five (185) and one hundred ninety five (195) day employees shall not be granted any paid vacations.

- D. Pro-rata vacation pay shall be given to an employee whose work has been deemed satisfactory in the event of voluntary termination of service with the Board of Education.
- E. The vacation period will be set by mutual agreement between the principal, or immediate supervisor, and/or the Superintendent of Schools or his/her designee, and the employee. Seniority shall govern vacation preferences, but in the final instance the best interest of the school system as determined by the principal or immediate supervisor, and/or the Superintendent of Schools or his/ her designee shall prevail. Employees shall accrue vacation time based upon the fiscal year.

ARTICLE XI

LEAVE PROVISIONS

- A. **Sick Leave:** Employees scheduled to work 52 weeks per year covered by this Agreement shall be entitled to one and one-half (1-1/2) working days per month, not to exceed eighteen (18) days per year for personal illness with full pay.

Employees scheduled to work 44 or fewer weeks per year covered by this Agreement shall be entitled to one and one-half (1-1/2) working days per month, not to exceed fifteen (15) days per year for personal illness with full pay.

“Personal illness” may be defined to include, for up to fifteen (15) days per year, illness or death in the immediate family of an absent employee covered by this Agreement. Implementation of this provision will begin in the 2021-22 contract year.

Unused sick leave shall be accumulated from year to year, so long as the employee remains continuously in the service of the Board and as authorized by the Board, but such accumulation of sick leave shall not be more than 165 work days.

A physician's certificate may be required as deemed necessary by the Superintendent of Schools or his/her designee.

- B. **Earned Time**
Any employee covered by this agreement who has a record of one year's perfect attendance (from July 1 to June 30) not interrupted by sick leave, unauthorized absences, days of leave with no salary, or leave of absence without pay, shall be entitled to one (1) day off with pay. The earned day shall be taken the following fiscal year at a date determined by mutual agreement between the employee and supervisor.

- C. **Paid Time Off**
Employees scheduled to work 52 weeks per year covered by this agreement shall be entitled to a total of five (5) days that will be allocated as Paid Time Off. Employees scheduled to work 44 weeks or fewer per year covered by this agreement shall be entitled to a total of four (4) days. With prior approval of the building principal, these days can be utilized as employee/supervisor see fit. Paid time off days are not cumulative. Employees covered by this agreement who are not entitled to vacation shall be entitled to a total of three (3) days of leave with no salary with prior approval of building principal.

- D. Absence may be allowed for attendance at conventions, educational conferences and/or other forms of professional improvement, without pay deduction, if approval is granted by the Superintendent of Schools or his/her designee.
- E. The Board of Education and the Superintendent of Schools or his/her designee may grant leaves of absence without pay for a period not to exceed one (1) year if it is in the best interest of the school system and does not interfere with the welfare of the children. Requests for such leave shall be made in writing to the Superintendent of Schools or his/her designee and shall include a statement of the reasons therefore and the length of the leave required. Employees granted such leave shall be given consideration for any open position for which they are qualified, that is available at the termination of the leave period. Employees returning from such leave within a one (1) year period shall maintain seniority rights.

Any employee who is on leave of absence without pay shall not be paid for any holiday or sick leave during the period of the absence. Any vacation time due to an employee at time of taking said leave of absence without pay may be paid at that time.

Workers' Compensation, as distinguished from sick leave, shall mean paid leave given to an employee due to absence from duty caused by an accident, illness, or injury that occurred while the employee was engaged in the performance of his/her duties.

The Board of Education covers all employees with Workers' Compensation Insurance, which pays the employee a percentage of his/her salary or average earnings during the period of disability. Employees receiving payments under Workers' Compensation shall also be entitled to partial sick leave payment, on a pro-rata basis, through the extent of their accumulation of sick leave days. Total compensation shall not exceed the employee's regular rate of pay.

All payments on injury leave shall be made subject to the same rules and regulations as Workers' Compensation Insurance and shall not be payable if the accident shall have been due to intoxication or willful misconduct on the part of the employee. The year beginning each July 1 shall be the period for computing leave provisions.

- F. All employees can check available sick time and vacation time through the Employee Access Center on the district website and through the Frontline Absence Management program.

ARTICLE XII

WAGES

A. Effective July 1, 2020:

1. The following wage schedule shall be effective July 1, 2020 through June 30, 2023.
2. Step Increases will be in years 2020-21 and 2022-23. There will be no step increase in 2021-22.

	<u>Step</u>	<u>2020-21</u> 2.00% GWI	<u>2021-22</u> 2.15% GWI	<u>2022-23</u> 2.35% GWI
Category 1	1	\$28.73	\$30.12	\$30.83
Secretary I	2	\$29.71	\$31.12	\$31.85
Secondary Technology Assistant	3	\$30.69	\$32.12	\$32.87
Category 2	1	\$26.23	\$27.56	\$28.21
Secretary II	2	\$27.02	\$28.37	\$29.03
	3	\$28.00	\$29.37	\$30.06
Category 3	1	\$25.42	\$26.73	\$27.36
Secretary III	2	\$26.16	\$27.49	\$28.14
Library Assistant	3	\$27.11	\$28.46	\$29.13
Category 4	1	\$24.53	\$25.06	\$25.65
Special Education Paraeducator	2	\$25.35	\$25.89	\$26.50
	3	\$26.34	\$26.90	\$27.53
Category 5	1	\$23.58	\$24.09	\$24.66
Regular Education Paraeducator	2	\$24.37	\$24.89	\$25.48
	3	\$25.31	\$25.85	\$26.46

- B. A \$500 stipend will be issued to elementary principal secretaries with a school enrollment of 500 students or more.
- C. New hires shall be assigned to step 1 or step 2 on the salary schedule consistent with their past relevant work experience as determined by the Superintendent of Schools or his/her designee.
- D. Federation employees appointed to a new position of a higher category shall be assigned to a step on the salary schedule consistent with their past work experience as determined by the Superintendent of Schools or his/her designee. In no case shall the Federation employee make less per hour than in the prior category.

- E. An employee hired or promoted between January 1 and June 30 inclusive must reach her/his first anniversary in the position before becoming eligible for annual step movement.
- F. Annual longevity payments shall be due all personnel covered by this Agreement in accordance with the following schedule:
1. After an employee has completed ten (10) years of service, said employee shall receive a single payment as follows:

2020-23	\$950
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 2. After an employee has completed fifteen (15) years of service, said employee shall receive a single payment as follows:

2020-23	\$1,050
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 3. After an employee has completed twenty (20) years of service, said employee shall receive a single payment as follows:

2020-23	\$1,150
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 4. Employees with anniversary dates from July 1 through December 31 will be paid based on completed years of service based upon their anniversary date as mentioned in F1, F2, and F3 above. This payment will be paid in the month of December in conjunction with a regular payroll run.

 5. Employees with anniversary dates from January 1 through June 30 will be paid based on completed years of service based upon their anniversary date as mentioned in F1, F2, and F3 above. This payment will be paid in the month of June in conjunction with a regular payroll run.

 6. When an employee retires before his/her anniversary date, the longevity payment to be paid will be prorated on a monthly basis.
- G. Any employee who substitutes for Category 1 personnel shall be paid at the substituting employee's step on the Category 1 salary schedule when such substitution consists of 20 consecutive work days or more.

ARTICLE XIII

INSURANCE AND PENSION BENEFITS

A. Life Insurance

A ten-thousand dollar (\$10,000) life insurance coverage is provided at Board expense. Individuals may purchase additional life insurance on a 50%/50% Board-employee shared-cost basis. The maximum amount available, which shall include the ten-thousand dollar (\$10,000) coverage provided at Board expense, shall not exceed twice the annual salary of the insured, computed to the nearest higher thousand, with an over-riding maximum of sixty thousand dollars (\$60,000).

B. Board of Education Health Insurance Program

1. There are three health insurance options available to employees hired before July 1, 2015. For new hires or those newly eligible for health insurance on or after July 1, 2015 or thereafter, the only health insurance plan will be the High Deductible Health Plan (HDHP) outlined further below. Exhibit I at the back of this agreement provides additional details on health and dental insurance. The Board-employee shared cost basis is indicated in the following schedule

Preferred Provider Organization (PPO)

	<u>Year</u>	<u>Board Contribution</u>	<u>Employee Contribution</u>
Individual / dependent contribution	2020-21	Buy-up*	Buy-up*
	2021-22	Buy-up*	Buy-up*
	2022-23	Buy-up*	Buy-up*

Health Maintenance Organization (HMO)

	<u>Year</u>	<u>Board Contribution</u>	<u>Employee Contribution</u>
Individual / dependent contribution	2020-21	Buy-up*	Buy-up*
	2021-22	Buy-up*	Buy-up*
	2022-23	Buy-up*	Buy-up*

High Deductible Health Plan (HDHP)

	<u>Year</u>	<u>Board Contribution</u>	<u>Employee Contribution</u>
Individual / dependent contribution	2020-21	84.0%	16.0%
	2021-22	83.5%	16.5%
	2022-23	82.5%	17.5%

***NOTE:** *“Buy-up” is the option to participate in the HMO or PPO by paying the difference between (1) what the Board would have paid in premium or premium equivalent plus the Board payment to offset the deductible amount for the HDHP and (2) the cost of participating in the HMO or PPO.*

2. Additional Plan Information

Preferred Provider Organization (PPO-In Network)

There is no annual deductible cost to the individual, no family deductible, and no co-insurance costs for those expenses incurred within the Network of doctors and hospitals. This Plan includes an unlimited lifetime maximum.

Preferred Provider Organization (PPO-Out-of-Network)

The annual deductible for out-of-network is \$500 individual / \$1,000 individual plus one / family \$1,500, 80% / 20% co-insurance on a calendar year basis, after the insured has paid \$1,500 individual / \$3,000 individual plus one / \$4,500 family in benefit payments including deductible, covered expenses are paid 100%. This plan includes a \$2,000,000 lifetime maximum.

Health Maintenance Organization (HMO)

There is no annual deductible for the individual and their families as long as they stay in the HMO Network. This Plan has no lifetime maximum if services are provided in Network. Out of the HMO Network the individual has total responsibility for medical expenses, except in an emergency.

High Deductible Health Plan (HDHP)

- Employees hired and eligible for health insurance before July 1, 2015 who elect to participate in the HDHP may change insurance options during district open enrollment.
- For employees not eligible for a health savings account (HSA), the Board is committed to providing alternatives, including but not limited to health reimbursement accounts (HRAs) where appropriate.
- Prescription co-pays (\$5/\$30/\$45) apply after the deductible is satisfied.
- The deductibles shall be \$2,000/\$4,000, and employees will be enrolled in a Health Savings Account (HSA).
- The Board's contribution to the HSA shall be made 50% in the first pay date in July and 50% in the first pay date in January.
- Board contribution to deductible is 50%

3. Prescription Drug Benefits Program

	2020-2023
Generic - Retail	\$10.00
Generic – Mail Order	\$20.00
Brand Preferred – Retail	\$25.00
Brand Preferred – Mail Order	\$50.00
Brand Non-Preferred – Retail	\$40.00
Brand Non-Preferred – Mail Order	\$80.00

- The Board will implement mandatory generic substitution with a “dispensed as written” (DAW) provider override for brand drugs effective December 1, 2020.
- The Board will implement an exclusive specialty pharmacy management program for medications used to treat complex medical conditions effective December 1, 2020.

C. Board of Education Employee Benefit Program

1. Effective July 1, 1994, the medical, dental and long-term disability benefits under this agreement will be applicable to only those employees hired after July 1, 1994 who hold regular positions of thirty (30) hours per week or more (minimum of 1080 hours annually).
2. If an employee dies while employed by Simsbury Board of Education, the health insurance for the deceased employee dependent(s) will remain in force for 24 weeks. Additional extension rights will be available to eligible dependents at their expense at the current group rate as provided by applicable law.
3. Effective July 1, 2013, the Board will provide a dental plan with \$1,500 annual maximum on the following cost basis: qualifying individuals may purchase individual coverage on an 95% / 5% Board / employee shared-cost basis. Qualifying individuals may purchase dependent coverage on an 85% / 15% Board / employee shared-cost basis.
4. Retired employees may purchase coverage at their own expense under the group rate as long as their coverage is uninterrupted.
5. For employees who retire, the Board shall provide the retiree annually thereafter the sum of \$600.00 towards the retiree's health insurance provided he/she remains enrolled in the group health plan of the Simsbury Public Schools. For the purposes of this benefit, a retiree shall be defined as an employee who is eligible for early or normal retirement under the Simsbury Board of Education retirement program or who has completed a minimum of 11,700 hours of service to the Board of Education. This benefit will commence no earlier than the employee's 62nd birthday. When an employee who continues to pay for health insurance after early retirement, reaches the age of 62, he/she will receive \$600 per year towards the cost of health insurance. Qualified employees who retire during the school year will receive, prorated on a monthly basis, a portion of the \$600 sum provided for health insurance.
6. Section 125 Program - The Board of Education agrees to administer an optional Section 125 Program. Employees electing to participate are responsible for the annual service fee where applicable.

D. Long-Term Disability Income Plan

A long-term disability income plan is available on a 50% / 50% Board / employee shared-cost basis.

E. Filing and Content of Insurance Plans

Details of all insurance plans are filed in the office of the Board of Education and may be examined there during regular office hours. A summary of these benefits is included as Exhibit I with this Agreement. The actual terms and conditions of these plans shall determine the benefits for which employees may be eligible and this Agreement will not be construed to alter these plans or grant additional benefits not provided in them.

F. Town of Simsbury - Retirement Plans

The parties hereto acknowledge the existence of an employee retirement program of the Town of Simsbury applicable to the employees employed for thirty-two and one-half (32-1/2) hours per week or more on a regular schedule and employed prior to age sixty (60). Below are descriptions of the two types of plans. The term "earnings" used below means compensation as defined by the plan document for each plan, which is on file in the Board of Education Business Office.

1. Defined Benefit Retirement Plan

- a. Employees will be 100% vested in the retirement plan after the completion of five (5) years of service.
- b. Effective with the ratification of the contract, the annuitant factor of 1.5% for all years of service will be changed to 1.5% for service up to July 1, 1996. For years of service after July 1, 1996, the annuitant factor will be 2.0%. Eligible SFEP employees will contribute 4.5% of their earnings to the pension plan. The annual salaries of 185/195 day employees that are reported for pension shall include 5 paid holidays.
- c. There shall be a pre-retirement spouse benefit equal to 50% of accrued benefit, reduced by early retirement and contingent annuitant factor, included for the spouse of an employee 55 or older who has ten years of service who dies before retiring.
- d. If you elect early retirement, your normal retirement income will be reduced by a factor of 4% per year.
- e. Normal retirement is defined as age 65 or age 62 with 25 years of service.
- f. The determination of an employee's final earnings for retirement purposes shall be calculated by averaging the highest 3 years of salary for that employee.

2. Defined Contribution Retirement Plan

Effective July 1, 2013 any new pension eligible employee will be enrolled in a defined contribution plan. (Should the Town of Simsbury Board of Education Defined Contribution Plan not be available by July 1, 2013, then the effective date will be later.) The Board will contribute an amount equal to 5% of the employee's earnings to this plan, and there will be no required employee contribution. The vesting period will be 5 years ("rolling"), with 20% of the value of the plan available after one completed year of service and an additional 20% of the value of the plan available after each completed year of service up to the 5th year.

- G. The Board agrees to continue on a cost-shared basis, health and life insurance plans for all employees on Board approved accumulated sick leave.
- H. Alternate insurance programs with equivalent or better benefits may be substituted with the approval of the Board and the Federation.
- I. The Board will provide a fully paid \$7,500 life insurance policy to each employee who retired on or after 07/01/20.

ARTICLE XIV

HEALTH EXAMINATION

Board employees covered by this Agreement shall be required to have a complete physical examination prior to employment. Health certificates completed by the examining physician shall become part of the employee's permanent record. Waivers shall be completed by the employee to cover all old injuries as determined by examination. Physical examinations prior to employment shall be at Board expense to a maximum of \$25 per examination.

ARTICLE XV

STAFF REDUCTION

A. Definition

1. Seniority

Seniority according to this Agreement shall consist of length of service with the Simsbury Board of Education. Employees' seniority will not be lost and shall continue to accrue during Board approved absences due to illness.

2. Classification

Classification, according to this Agreement shall be consistent with the four separate sub-title categories as follows:

Category I:

Secretary I

Secondary Technology Assistant

Category II:

Secretary II

Category III:

Library Assistants

Secretary III

Category IV:

Special Education Paraeducators

Regular Education Paraeducators

B. Procedure

Should a staff reduction become necessary, the following procedure will be followed:

1. Employees with the least seniority within each separate affected classification which is listed above shall be laid off first.
2. Laid-off employees will be retained on a recall list and maintain their seniority status for a period not to exceed two (2) years.
3. Laid-off permanent employees with the most seniority shall be rehired first.
4. An employee who refuses recall or does not respond within a period of fourteen (14) work days from the date of her/his receipt of an offer of re-employment sent certified mail return receipt requested shall lose all further recall rights. Work days for the purpose of

this section shall mean Monday through Friday excluding the holidays listed in Article IX of this Agreement.

5. Laid off employees may continue to participate in the group insurance program of the Simsbury Public Schools at their own expense for a period not to exceed eighteen months from the last day of employment.

ARTICLE XVI

UNION RIGHTS

- A. The Simsbury Board of Education agrees to deduct from each bargaining unit member an amount equal to the Federation's membership dues or any voluntary service fee as authorized in writing and by means of payroll deductions. The amount of Federation membership dues and voluntary service fees shall be certified in writing by the Federation to the Board of Education by September 1st or each year.
- B. The Federation shall indemnify the Board and hold it harmless with respect to all aspects of administering the dues deducting and service representation fee deduction made under the provisions of this article.
- C. The union president or his/her designee shall be released to visit the schools for purposes of grievance handling.

ARTICLE XVII

DISCIPLINE

Employees shall not be disciplined except for just cause.

ARTICLE XVIII

DURATION

This Agreement, covering Secretarial, Clerical and Paraeducator personnel, shall be effective as of July 1, 2020 and shall remain in full force and effect until June 30, 2023.

**SIMSBURY FEDERATION OF EDUCATIONAL
PERSONNEL, LOCAL #3656
AFTCT, AFT, AFL-CIO**

SIMSBURY BOARD OF EDUCATION

By: Elizabeth Guefra
Elizabeth Guefra
AFTCT Representative

BY: Susan Salina
Susan Salina
Chairperson

By: Sharon Strong
Sharon Strong
Elected Representative

EXHIBIT I SIMSBURY Board of Education

SFEP - 2020 - 2023

Cost Sharing Summary

I. Plan Design

A. OAP and HMO (In Network)

	2020-2021	2021-2022	2022-2023
Provision	Year 1	Year 2	Year 3
OV Copay	\$30	\$30	\$30
Specialist	40	40	40
Emergency	125	125	125
Urgent	75	75	75
Inpatient	250	250	250
Outpatient	250	250	250
High End Imaging	75/375	75/375	75/375
Prescription			
• Retail	\$10/25/40	\$10/25/40	\$10/25/40
• Mail	20/50/80	20/50/80	20/50/80
• Maximum	Unlimited	Unlimited	Unlimited
• Duration	30/90 days	30/90 days	30/90 days
• Edits	* See Note	* See Note	* See Note

*NOTE: The prescription drug benefit includes (1) generic substitution with a “dispensed as written” (DAW) provider override for a brand name drug, and (2) mandatory specialty drug dispensed through Accredo specialty pharmacy.

B. OAP (Non Network)

Deductible	\$500/1000/1500	\$500/1000/1500	\$500/1000/1500
Coins. Cap	1000/2000/3000	1000/2000/3000	1000/2000/3000
Out of Pocket Maximum	1500/3000/4500	1500/3000/4500	1500/3000/4500

C. HSA HDHP **

Deductible	\$2000/4000	\$2000/4000	\$2000/4000
Coinsurance	100/80%	100/80%	100/80%
MOOP In-network	3000/6000	3000/6000	3000/6000
MOOP Out-of-network	5000/10000	5000/10000	5000/10000
Retail Script Copays ⁽¹⁾	\$5/30/45	\$5/30/45	\$5/30/45
Mail Script Copays ⁽¹⁾	\$10/60/90	\$10/60/90	\$10/60/90
Preventive Services ⁽²⁾	100%	100%	100%

** Targeted Plan Designs, subject to vendor parameters.

Assumes Plan Sponsor will make an HDHP deposit equal to 50% of appropriate deductible value.

⁽¹⁾ For Scripts after Deductible has been met.

⁽²⁾ Scheduled Preventive Services will be paid by the Plan at 100%, not charged to Deductible, In - Network.

EXHIBIT I SIMSBURY Board of Education

SFEP - 2020 - 2023

Cost Sharing Summary

D. Dental

Deductible			
- Annual	\$50/150	\$50/150	\$50/150
- Orthodontic	50	50	50
Coinsurance			
- Class I	100%	100%	100%
- Class II	85	85	85
- Class III	50	50	50
- Class IV	50	50	50
Maximums			
- Annual	\$1,500	\$1,500	\$1,500
- Orthodontic	1,000	1,000	1,000

II. Premium Contribution Percentages

A. Current Contribution Platform

Plan Option	Current	Year 1	Year 2
OAP (PPO)	Buy-up	Buy-up	Buy-up
OAPIN (HMO)	Buy-up	Buy-up	Buy-up
HDHP + HSA	16.0%	16.5%	17.5%
Dental	5% EE, 15% Dependents	5% EE, 15% Dependents	5% EE, 15% Dependents

*For employees not eligible for a health savings account, the Board is committed to providing alternatives.