

Working Agreement
between
Putnam Board of Education
and
Local 1303-87 of Council 4
AFSCME, AFL-CIO

This Agreement is entered into by and between the Board of Education, Town of Putnam and/or its successor, hereinafter referred to as the Board and Local 1303-87 of Council 4, AFSCME, AFL-CIO and/or its successor, hereinafter referred to as the Union.

July 1, 2021 - June 30, 2024

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ARTICLE I

RECOGNITION

Section 1.0

The Board acting through its Superintendent of Schools recognizes the Union as the sole and exclusive bargaining agent on matters of wages, hours of employment and other conditions of employment for all paraprofessionals and food service employees.

ARTICLE II

MANAGEMENT RIGHTS

Section 2.0

The right of the Board to hire, suspend or discharge for just cause or to transfer to new duties, or its right to relieve employees from duty because of lack of work or other legitimate reasons, or to extend, limit or curtail its operations when in its sole discretion it may deem it advisable to do so, shall not be limited except as specifically set forth in this Agreement.

ARTICLE III

UNION SECURITY

Section 3.0

The Board agrees to deduct monthly dues and/or service fees, as specified in writing by the Secretary of the Union, from the wages of all bargaining unit employees who have provided written authorization for such deductions. The Union agrees that it will save the Board harmless from any claim for damages or other harm, including attorney's fees for the Board's defense, by reason of carrying out the provisions of this Article concerning the deduction from salary of such dues and service fees.

Section 3.1

During the term of this Agreement or extension thereof, all employees in the collective bargaining unit shall, from the effective date of this contract or within thirty (30) days of their date of employment by the Board, whichever is later, as a condition of continued employment, either become and remain members of the Union in good standing in accordance with the Constitution and By-laws of the Union, or, in lieu of Union membership, pay to the Union a service fee which shall not exceed the proportion of Union dues uniformly required of Union members to underwrite the costs of collective bargaining, contract administration and grievance adjustment.

Section 3.2

Dues and/or fees shall be deducted in an approximately equal amount per paycheck twice per month.

Section 3.3

The monthly dues remittance to the Union will be accompanied by a list of names of employees from whose wages dues deductions have been made and sent to the Council #4 office each month and made payable to: Local 1303 of Council #4.

Section 3.4

The Board agrees that there will be no lockout of any employee or employees during the life of this agreement.

Section 3.5 - No Strike Provision

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

Section 3.6

At least one bulletin board shall be reserved at an accessible place in the Department for the exclusive use of the Union for the posting of official Union notices or announcements.

Section 3.7

Employees shall be allowed to contribute to a voluntary PEOPLE (PAC). Employees may only sign up twice each year during the months of November and May but may drop their contributions at any time.

ARTICLE IV

GRIEVANCE PROCEDURE

Section 4.0

Grievances arising out of matters covered by this Agreement and disputes and consultations on any questions of mutual interest arising out of the employer/employee relationship will be processed in the following manner at the request of either party with the understanding that all grievances must be filed within thirty (30) days of the date the aggrieved party knew or should have known of the alleged violation. Only grievances consisting of disputes as to the interpretation or violation of a specific provision of this contract will be subject to arbitration. The timelines contained herein must control unless such timelines are mutually extended in writing by the Union and the Board. Failure to follow the time limits herein by the Board shall allow the Union to proceed to the next step in the process; the Union's failure to follow the time limits shall mean the matter is settled based on the answer given on the last step timely pursued.

First Step

The steward must submit any grievance in writing to the applicable Director or Principal. The Director or Principal may meet with the steward and the aggrieved party prior to answering the grievance. The Director or Principal will give a written answer to the steward within five (5) working days after the day he/she received the grievance.

Second Step

If the Union is not satisfied with the supervisor's reply, the Union may ask the Superintendent of Schools for a meeting to discuss the grievance further. Such meeting shall be held within eight (8) working days after the day of the Union's request, and may be attended by the steward, the aggrieved party, the AFSCME Council 4 Representative, and the Superintendent of Schools and his/her designated committee. The Superintendent of Schools shall give written answer to the Union President with a copy to the AFSCME Council 4 Representative within ten (10) working days after the day of the meeting.

Third Step

If the Union is not satisfied with the Superintendent of School's reply in the second step, the Union may ask the Board of Education for a meeting. Such meeting shall be held within ten (10) working days after the day of request and may be attended by the steward, the aggrieved party and the International Representative. The Board of Education shall give written answer to the Union President and a copy to the International Representative within ten (10) working days after the day of the meeting. If the meeting in the second and third steps of this procedure is not requested within ten (10) working days after the date of the Board's answer to the preceding step, the grievance is dropped. Officers to steward of the Union who are in the employ of the Board and/or designated by the Union for the purpose of adjusting grievances in accordance with the above procedure will be granted a reasonable amount of time from their regular duties for conferring with the Board representative or employees without loss of time or pay.

ARTICLE V

ARBITRATION

Section 5.0

Any grievance defined in Article IV and not settled in the Third Step of the Grievance Procedure may be taken to arbitration for the purpose of interpreting the contract provisions involved in determining whether or not there has been any violation of any provision of the contract; and if so, the action to be taken to comply with such contract provisions provided that the following procedure is followed:

- a) The arbitration procedure shall be initiated by the Board or Union, by mailing a written request for arbitration to the other party. Two (2) copies of such request shall be sent to the Connecticut State Board of Mediation and Arbitration, if their services are available. The request shall be made by letter postmarked no later than thirty (30) calendar days after the date of the answer in Step 3 of the Grievance Procedure. If the services of the Connecticut State Board of Mediation and Arbitration are not available, an arbitrator shall be selected by mutual agreement.
- b) The arbitrator shall have no power in any matter to make an award which amends, adds to, subtracts from or eliminates any provisions of this agreement, and the decision of the arbitrator shall be final and binding on both parties.
- c) The cost of arbitration shall be borne equally by both parties.

ARTICLE VI

SENIORITY

Section 6.0

The Board shall prepare a list of employees showing their date of hire with the Board and deliver the same to the Union by December 1st of each year. Unless the Union files a grievance concerning the list within ten (10) days of receipt of same, the list will be presumed to be correct for all purposes of the contract. Upon completion of their probationary period (45 working days), new employees shall be added to this list.

Section 6.1 – Date of Hire

An employee's date of hire shall be the date the employee accepted the position. The date of hire will be confirmed in writing.

Section 6.2

New employees shall have a probationary period of forty-five (45) working days and shall have no rights under this contract during this period. Employee benefits will be prorated to the employee's first day of employment.

ARTICLE VII

VACANCIES AND TRANSFERS

Section 7.0 - Vacancies

When an opening exists for a paraprofessional or food service employee, such an opening shall be posted for seven (7) working days within ten (10) days of the date the vacancy first exists. The posting shall include the department and location. A general external posting can be posted continually. Vacancies will also be posted on the district's web site. If there are technical problems with the web site, employees may not file a grievance.

Section 7.1 - Transfers

- 1) All employees wanting a transfer will so state in writing to the Superintendent of Schools within seven (7) days the vacancy is posted.
- 2) The transfer will be made at the discretion of the Superintendent of Schools and/or the Board of Education.
 - a) An employee will not be transferred for the sole purpose of making an opening for the convenience of another employee.
 - b) Determining factors in the transfers or vacancies will be seniority, skill and ability.

- 3) Lateral moves will only be permitted for the first forty-five (45) days of the school year.
- a) After forty-five (45) days when a vacancy exists, employees may still send a letter of interest to the Superintendent of Schools to be considered for the position at the beginning of the next school year.
 - b) Any person hired externally after forty-five (45) days is subject to reassignment the following school year in order to honor an internal lateral move.

Section 7.2

When an employee is retrained in a vacancy or new labor grade for a period of thirty (30) consecutive work days, then he/she shall be considered qualified and allocated to said position, if the position continues to exist, otherwise he/she shall return to his/her former labor grade.

ARTICLE VIII

MISCELLANEOUS

Section 8.0 – Food Service

The definition of a “full-time” employee is one who is regularly scheduled to work a minimum of 20 hours per week, at which time he/she is eligible for benefits. The definition of a “part-time” employee is one who is regularly scheduled to work less than 20 hours per week, at which time he/she is eligible for benefits. Part-time employees are not eligible for health insurance or pension benefits.

Section 8.0 – Paraprofessionals

Effective July 1, 2021, the definition of a “full-time” employee is one who is regularly scheduled to work a minimum of 30 hours per week, at which time he/she is eligible for benefits. The definition of a “part-time” employee is one who is regularly scheduled to work less than 30 hours per week, at which time he/she is eligible for benefits. Part-time employees are not eligible for health insurance or pension benefits.

Section 8.1

Employees may be granted, at the sole discretion of the Board, unpaid leaves of absence for up to one (1) calendar year. The refusal to grant such leave shall not be subject to the grievance and arbitration provisions of this Agreement.

Section 8.2

The Board and the Union agree that if any provision of this Agreement is determined to be unlawful by a court or legal agency of competent jurisdiction or by legislative enactment, the remaining provision shall remain in effect consistent with prevailing principles of contract interpretation.

Section 8.3

This Agreement shall not be altered, amended or changed except in writing signed by both the Board and the Union, which amendment shall be appended hereto and become a part hereof.

Section 8.4

The Board reserves the right to hire temporary employees for long-term illness replacement for a period of up to 120 days. The Board agrees to make an effort to fund and fill any vacancy with an expected duration of greater than two weeks with a temporary employee. The Director of Food Services and Director of Special Education shall at all times maintain a list of available substitutes for the respective employee groups.

Section 8.5

The Board will offer employees the option of participating in a savings account program. The program will be administered by a bank of the Board's choosing. The savings account will belong to the employee. This benefit is contingent upon receiving final approval from the bank to offer this program.

ARTICLE IX

DURATION


Section 9.0

The Board and Union agree to negotiate any new contract in accordance with the applicable state statute.

- a) The Board agrees to furnish each employee with a copy of this Agreement within thirty (30) days after the signing of this Agreement. New employees are to be given a copy at the time of hiring by the Board. Council #4 office will receive from the Board six (6) original signed contracts within thirty (30) days after the signing of this Agreement.
- b) This Agreement shall remain in effect from the effective date of ratification by both parties through **June 30, 2024** and shall thereafter continue in effect from year to year until one party notifies the other that it wishes to negotiate a successor agreement. This agreement may be amended at any time by mutual agreement of the parties.

IN WITNESS THEREOF, the parties hereto have set their hands this **2nd day of June 2021**.

PUTNAM BOARD OF EDUCATION

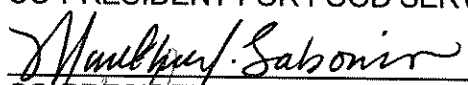


CHAIRPERSON
PUTNAM BOARD OF EDUCATION

LOCAL 1303-87 OF COUNCIL #4
AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO



CO-PRESIDENT FOR FOOD SERVICE



CO-PRESIDENT FOR PARAPROFESSIONALS



STAFF REPRESENTATIVE
COUNCIL 4, AFSCME, AFL-CIO

ARTICLE X

BEREAVEMENT DAYS

Section 10.0

In the event of a death in the immediate family, such employee will be paid for time lost from scheduled work at his/her average straight time hourly rate to prepare for and to attend the funeral. Such time is not to exceed three (3) working days per year commencing with the date of death (or one day to attend services in lieu of the funeral) and not to exceed the employee's regular work day. This time is not to be accumulated.

Immediate family is defined as:

Spouse	Grandparents	Step-Father
Father	Father-in-Law	Step-Mother
Mother	Mother-in-Law	Step-Child
Child	Brother-in-Law	Step-Brother
Brother	Sister-in-Law	Step-Sister
Sister		

The Board may request verification of the date of the death and funeral and the relationship of the deceased.

ARTICLE XI

HOLIDAYS

The following holidays are recognized by the Board:

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

*Veteran's Day may be a working day depending on the school calendar. If it is a working day, it will not be recognized as a paid holiday.

Section 11.0 – Food Service

All food service employees shall receive nine (9) paid holidays paid in a lump sum at the end of the school year.

Section 11.0 – Paraprofessionals

All paraprofessionals shall receive nine (9) paid holidays, paid in a lump sum at the end of the school year.

Section 11.1

These holidays shall be paid for based upon the employee's regular daily hours at the employee's regular rate of pay and in accordance with Article 12.3.

Section 11.2

Employees shall receive a full day's pay for the half day session prior to the Thanksgiving and Christmas recess. The pay shall be based upon their regularly scheduled day.

ARTICLE XII

HOURS OF EMPLOYMENT

FOOD SERVICE

Section 12.0 – Food Service

The hours of employment for food service employees covered by this Agreement shall be as follows:

- 1) Time and one-half shall be paid for all hours worked in excess of eight (8) hours in any one work day or forty (40) hours in any one (1) work week.
- 2) Regular hours of employment for food service managers shall be thirty five (35) hours per week, divided equally over five (5) working days of seven (7) hours each. When the school calendar does not provide a five day week, fewer days may be worked.
- 3) Regular hours of employment for food service general workers shall be between 12.5 and 35 hours per week, divided equally over five (5) working days. When the school calendar does not provide a five day week, fewer days may be worked.

Section 12.1 – Food Service

Time and one-half shall be paid for all hours worked on Saturdays.

Section 12.2 – Food Service

Double time shall be paid for all hours worked on Sunday.

Section 12.3 – Food Service

Double time plus holiday pay for all hours worked on any holiday listed in Article XI.

Section 12.4 – Food Service

Call in pay. A food service employee called into work outside his/her regularly scheduled working hours shall be paid a minimum of two (2) hours at one and one-half times his/her regular hourly rate if the call-in is from Monday through Saturday and double time if on Sunday and double plus holiday pay if on a holiday as per Article XI.

Section 12.5 – Food Service

- A) If an employee is offered overtime work and does not avail himself/herself of the opportunity to work, he/she will be charged with the scheduled overtime as if he/she had worked, provided that he/she has been given twenty-four (24) hours notice of such overtime opportunity. Overtime within labor grades and within the assigned facility or program/teacher and, except in emergencies, will be a rotation by seniority within job classification and shall be equalized within forty (40) hours during the fiscal year. Any employee not so equalized shall be compensated his/her regular hourly rate for the number of hours required to be so equalized. The overtime hours of all employees in the bargaining unit shall be posted on a suitable bulletin board every three (3) months.
- B) For food service employees, additional hours during the school year (those above scheduled but paid at straight time) shall be equalized in accordance with the above procedure. Additional hours during the summer for food service employees' summer work shall be equalized in a separate accounting in accordance with the above procedure.

Section 12.6 – Food Service

All overtime work will be performed by bargaining unit employees.

HOURS OF EMPLOYMENT

PARAPROFESSIONALS

Section 12.0 - Paraprofessionals

The hours of employment shall be between 4 and 7 1/2 hours per day. The Board reserves the right to make exceptions to this section as required by any student's Individual Educational Plan and with prior notification to the Union.

Section 12.1 - Paraprofessionals

On half-session days, paraprofessionals may leave at the end of the session. Paraprofessionals will be paid for the hours they work on half-session days. The Board of Education will offer twenty (20) hours of training for paraprofessionals beyond the student days. Such training will be a work day for paraprofessionals.

ARTICLE XIII

INSURANCE

Section 13.0

The Board will provide the following insurance coverage for the eligible employees and their dependents and an optional plan or plans of the Board's choosing.

1. High Deductible Health Plan (HDHP):
 - a. The Board shall implement a High Deductible Health Plan (HDHP) with a Health Savings Account (HSA) component featuring a pre-tax dollar savings account which includes the following components:

Cost Shares Provisions	In-Network	Out-of Network
Annual Deductible (individual/aggregate family)	\$2,000/\$4,000	
Co-insurance	100%	20/80% after deductible, up to co-insurance maximum
Annual Out-of-Pocket Maximum Co-insurance	\$2,000 individual coverage/ \$4,000 family coverage	\$4,000 individual coverage \$8,000 family coverage
Lifetime Maximum	Unlimited	Unlimited
Preventive Care	Deductible not applicable	20% after deductible, subject to co-insurance limits
Prescription Drug Coverage	Treated as any other medical expense/100% after deductible. Thirty (30)-day supply pharmacy and ninety (90)-day supply mail; one hundred percent (100%) after deductible.	

Effective July 1, 2019, the \$2,000/\$4,000 plan will be eliminated and replaced with a \$2,500/\$5,000 plan.

Cost Shares Provisions	In-Network	Out-of Network
Annual Deductible (individual/aggregate family)	\$2,500/\$5,000	
Co-insurance	100%	20/80% after deductible, up to co-insurance maximum
Annual Out-of-Pocket Maximum Co-insurance	\$2,500 individual coverage/ \$5,000 family coverage	\$5,000 individual coverage \$10,000 family coverage
Lifetime Maximum	Unlimited	Unlimited
Preventive Care	Deductible not applicable	20% after deductible, subject to co-insurance limits
Prescription Drug Coverage	Treated as any other medical expense/100% after deductible. Thirty (30)-day supply pharmacy and ninety (90)-day supply mail; one hundred percent (100%) after deductible.	

Cost Shares Provisions	In-Network	Out-of Network
Annual Deductible (individual/aggregate family)	\$3,000/\$6,000	
Co-insurance	100%	20/80% after deductible, up to co-insurance maximum
Annual Out-of-Pocket Maximum Co-insurance	\$3,000 individual coverage/ \$6,000 family coverage	\$6,000 individual coverage \$12,000 family coverage
Lifetime Maximum	Unlimited	Unlimited
Preventive Care	Deductible not applicable	20% after deductible, subject to co-insurance limits
Prescription Drug Coverage	Treated as any other medical expense/100% after deductible. Thirty (30)-day supply pharmacy and ninety (90)-day supply mail; one hundred percent (100%) after deductible.	

- b. The Board shall contribute fifty percent (50%) of the applicable HSA deductible amount. The Board shall deposit half of the employer's share into the employee's HSA in the first month of the fiscal year and shall deposit the other half of the employer's share into the employee's HSA in January of each year. The parties acknowledge that the Board's contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for active 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 with the Board.
2. Eligible dependent children covered until age twenty-six (26), consistent with Connecticut law.
3. Flexible dental plan (one hundred percent/eighty percent/fifty percent [100%/80%/50%] coinsurance, fifty dollar/two hundred dollar [\$50/\$200] deductible, two thousand dollar [\$2,000] maximum). Dental insurance for the individual only. Dependent Dental coverage may be purchased by the employees through payroll deduction. The decision to add or drop dependent dental coverage will be subject to the same election procedures specified in the IRS Section 125 Cafeteria Plan for medical coverage.
4. Employees may also opt for other optional plans offered by the Board in accordance with that plan's coverage and/or participation limitations.
5. Life insurance in the amount of \$20,000 for all eligible employees who are regularly scheduled to work a minimum of 20 hours each week.
6. The Board shall provide each eligible employee with an insurance identification card.

7. Participating eligible employees shall pay a percentage of the premium for insurance coverage, other than life insurance, based on the actual rates for the coverages specified. Such percentage shall be at:

July 1, 2021	16%
July 1, 2022	16%
July 1, 2023	16%

Such deductions shall be through an IRS Section 125 account, such account to be at no cost to the eligible employee. An eligible employee may voluntarily participate in the deductions for premium share, medical and dependent care, which are allowed through an IRS 125 account through the eligible employee's personal contribution. The Board shall pay the remaining cost for insurance coverage.

8. The Board and the Union agree that, effective one calendar year prior to the implementation of the Federal Excise Tax applicable to health insurance, they will meet to discuss various options concerning health care coverage for their members.
9. Effective July 1, 2019, employees receiving insurance coverage as set forth above, shall be required to have a yearly wellness physical examination by a physician of their choice.

Section 13.1 – Food Service

Employees must be regularly scheduled to work a minimum of 20 hours per week to be eligible to purchase insurance coverage at his/her own expense.

Section 13.1 - Paraprofessionals

Effective July 1, 2021, new hires must be regularly scheduled to work a minimum of 30 hours per week to be eligible to purchase insurance coverage at his/her own expense.

Section 13.2

The Board may offer additional plan or plans.

Section 13.3

The Board may switch insurance carriers if the proposed state plan can be offered at equal or better coverages and/or costs.

Section 13.4 – Food Service

Food service managers and food service general workers who are regularly scheduled to work a minimum of 20 hours each week shall be provided **single person coverage** only per the terms of Section 13.0. Food service managers and food service general workers may purchase family or two-person coverage at group rates by paying the difference in premium.

Section 13.4 – Paraprofessionals

Effective July 1, 2021, new hires who are regularly scheduled to work a minimum of 30 hours each week shall be provided **single person coverage** only per the terms of Section 13.0. Paraprofessionals may purchase family or two-person coverage at group rates by paying the difference in premium.

Section 13.5 – Food Service and Paraprofessionals

Food service employees and paraprofessionals not otherwise provided health insurance may purchase health insurance at group rates as long as they meet the eligibility requirements.

ARTICLE XIV

JURY DUTY

Section 14.0

Any member of the Unit who is called for involuntary jury duty shall receive the necessary leave to fulfill this legal obligation. This leave shall not be deducted from sick leave or from personal days. The member shall receive a rate of pay equal to the difference between his/her daily rate and the jury fee.

ARTICLE XV

LONGEVITY

Section 15.0

Employees are eligible for longevity as indicated below:

5 to 9 Years.....	\$100
10 to 14 Years.....	\$150
15 to 19 Years.....	\$200
20 to 24 Years.....	\$500
25+ Years.....	\$1,000

Section 15.1

Longevity will be paid at the end of the fiscal year of the year an employee becomes eligible. In order to be eligible, an employee's longevity will be determined based on his/her completed years of service by the end of the fiscal year.

For instance, if an employee's date of hire is September 10, 1996, that employee will have completed 4 years of service as of June 30, 2001 and will not be eligible for longevity for the 2000-2001 fiscal year. That employee will not complete 5 years of service until September 10, 2001 so at the end of the 2001-2002 fiscal year, that employee will be eligible to receive \$100.

If an employee's date of hire is June 1, 1996, that employee will have completed 5 years of service as of June 30, 2001 and will be paid \$100 at the end of the 2000-2001 fiscal year.

ARTICLE XVI

MISCELLANEOUS

Section 16.0 – Food Service

Food service employees shall be divided into two categories, food service managers, and all others, called "general workers." If the Board has a summer food program, such work shall be bargaining unit work and the employees who held those positions in the summer of 2005 shall continue in them until they refuse such positions or are no longer employed by the Board. If there is a reduction in summer positions, employees shall be reduced in order of their seniority. If there is a vacancy, it shall be filled in accordance with the contract. All other provisions of the contract applicable to food service employees, including the pay scale, shall apply.

Section 16.0 - Paraprofessionals

Paraprofessionals shall be paid for in-service days attendance if beyond the regular student school year.

Section 16.1 - Paraprofessionals

Paraprofessionals must meet the Connecticut State Department of Education requirements for substituting prior to assignment as a substitute.

Section 16.2 - Paraprofessionals

If a teacher will be out of the classroom for 30 minutes or more and the paraprofessional is covering the classroom, the paraprofessional will be paid a minimum of one (1) hour at an additional \$1.25 per hour above his/her hourly wage rate.

Section 16.3 - Paraprofessionals

The Board of Education shall notify all paraprofessionals as to employment for the next school year prior to July 1st of each year.

Section 16.4 – Food Service

Food Service staff are required to meet the professional standards for all school nutrition program employees as prescribed by the USDA and/or State of Connecticut. Staff will be paid for the training time.

Section 16.5 – Food Service

Effective July 1, 2018 and annually thereafter, food service employees shall have a shoe allowance of one hundred (\$100) dollars payable by the second pay period in September. Said shoes should be of an appropriate nature to work in the respective facilities.

Section 16.6 – Food Service

Food service employees will be offered the opportunity to work on distance learning days. If they choose not to work, they may use personal or sick time.

ARTICLE XVII

PENSION

Section 17.0

An eligible employee of the Board may elect to become a member of the Town of Putnam Pension Plan by completing and delivering to the Board a payroll deduction order. Eligibility requires that employees work at least thirty (30) hours per week and at least five (5) months per calendar year. Members are required to contribute three (3) percent of their annual compensation.

ARTICLE XVIII

PERSONAL DAYS

Section 18.0

All employees shall be granted three (3) days of personal leave with pay; however, this leave shall not be taken on the day preceding or the day following holidays or vacation days. Also, there will be no more than one employee per building allowed personal leave on the same day unless authorized by the immediate administrator. In addition, in order to insure the awarding of personal leave, the employee must notify his or her supervisor 48 hours in advance of the time that said employee will be absent from his/her duties whenever possible.

Section 18.1

Employees may use personal leave in one (1) hour increments. Personal leave must be taken at the beginning or the end of the employee's work day.

ARTICLE XIX

REDUCTION OF WORKFORCE AND RECALL

Section 19.0 –Paraprofessionals

When a reduction in force is necessary, it shall be done in the following order:

- 1) Employees who work less than 20 hours per week; least senior first
- 2) Date of Hire in bargaining unit; least senior first
- 3) Initial date of substitute service in a bargaining unit position
- 4) Total service time in the school district

Section 19.0 – Food Service

When a reduction in force is necessary, it shall be done in the following order:

- 1) Inverse seniority within job classification

If necessary,

- 1) Initial date of substitute service in a bargaining unit position
- 2) Total service time in the school district

Section 19.1

If there is an increase in the workforce, all laid-off employees will be called back to work in the reverse order of lay-offs.

Section 19.2

A two (2) week notice of layoff or two (2) weeks' pay in lieu of notice of layoff shall be given to employees subject to layoff.

Section 19.3 – Food Service

All food service work shall be performed by food service bargaining unit members, unless none are available, in which case substitutes may be utilized.

ARTICLE XX

SICK DAYS

FOOD SERVICE

Section 20.0 – Food Service

Food service employees will receive a total of ten (10) sick days per year and will have a choice of what to do with their sick days as follows:

- a) to be paid for up to six (6) unused sick leave days at the end of each school year and bank the rest; or
- b) to accumulate sick leave days up to 75 days.

Such choice shall remain for the duration of this contract.

Those employees who choose option (b) above shall receive fifty (50) percent compensation for each unused sick day at termination.

SICK DAYS

PARAPROFESSIONALS

Section 20.0 - Paraprofessionals

Paraprofessionals will receive a total of ten (10) sick days per year and will have a choice of what to do with their sick days as follows:

- a) to be paid for unused sick leave days at the end of each school year; or
- b) to accumulate sick leave days up to 75 days.

Such choice shall remain for the duration of this contract.

Those employees who choose option (b) above shall receive 50 percent compensation for each unused sick day at termination.

Section 20.1

In case of sickness necessitating absence from work, either on the job or prior to reporting to work, the employee shall directly notify the his/her immediate supervisor or his/her designee. Employees not reporting to work must make such notification as soon as possible but at least one (1) hour prior to their scheduled starting time.

Section 20.2

Doctor's certificate required - Employees who are absent for three (3) or more consecutive working days for reasons of illness shall be expected to submit to the office of the Superintendent of Schools, upon their return to work, a statement from the physician stating the reason for absence and that they are able to return to work.

Section 20.3

In the event that a governmental order or proclamation should result in the closing of the total school system, any employee who was authorized sick leave shall not be charged with a sick day for the day that the system was closed.

Section 20.4

Employees may use sick days to care for a sick spouse, domestic partner, parent, or child. For the purpose of this provision, a domestic partner shall be defined as an individual in a relationship of mutual support, caring and commitment, with the intention of remaining in such relationship for the indefinite future.

Section 20.5

Employees may use sick leave in one hour increments. Sick leave must be taken at the beginning or the end of the employee's work day.

ARTICLE XXI

TUITION REIMBURSEMENT

Section 21.0

Employees shall be reimbursed for *tuition only* for job-related courses, courses leading to the completion of a college degree or courses leading to teaching certification. Employees must seek prior approval from the Superintendent to get reimbursed for a course. A copy of the tuition bill and transcripts showing successful completion of the course must be submitted to central office before the reimbursement is processed. The reimbursement does not include mileage, books, or any other related expenses incurred; it covers tuition only.

Employees are eligible to be reimbursed for only one course per semester and no more than two courses per fiscal year. Reimbursements will be allocated based on the number of requests received and distributed on an equitable basis.

An employee will not be eligible for tuition reimbursement for courses taken prior to the completion of six months of employment.

ARTICLE XXII

VACATIONS

Section 22.0 – Food Service and Paraprofessionals

There is no language for food service employees or paraprofessionals at this time.

ARTICLE XXIII

WAGES

FOOD SERVICE

Section 23.0 – Food Service

The Board recognizes the increase in the minimum wage and is prepared to offer a contract that represents a one-time “market adjustment.”

Description	2021-2022	2022-2023	2023-2024
General Worker 1 Less than 20 hours/week	\$ 15.20*	\$ 16.20	\$ 17.20
General Worker 2 More than 20 hours/week	\$ 17.76	\$ 17.98	\$ 18.20
Manager	\$ 25.05	\$ 25.36	\$ 25.67

*Effective July 1, 2021, all new hires will be paid the lower hourly rate so there will eventually be only one rate for the general workers regardless of the number of hours they work.

The above wage scales increase General Worker 1 by \$1.00 per hour to keep pace with the minimum wage increase.

The increases for General Worker 2 are as follows:

2021-22 = 1.25%
2022-23 = 1.25%
2023-24 = 1.20%

All existing workers at \$17.76 per hour (General Worker 2) will be grandfathered in. After the third year of the contract, future increases will be applied to General Worker 1, and General Worker 2 will remain \$1.00 per hour more than General Worker 1 until all General Worker 2 employees are phased out.

Section 23.1 – Food Service

All new employees who have completed at least one half of their contractual days at the entry level shall receive the increase indicated for the concurrent year of the contract.

Section 23.2 – Food Service

Employees who work during the summer months in their own job title shall receive the pay rate for their respective position.

If a summer school program is offered, the following conditions will apply. The duration of the program will be set by the Board. If employees complete their work in the program in good standing, they will receive three (3) paid days at the end of the program. Good standing means employees may not take off more than five (5) working days over the duration of the program. No two (2) employees may request the same day(s) off. Only one manager at a time will be employed for the program. All other employees will be considered general workers and will be paid at the applicable general worker rate. There will be an annual posting for the summer program work.

Section 23.3 – Food Service

Employees are required to have direct deposit.

WAGES

PARAPROFESSIONALS

Section 23.0 - Paraprofessionals

Wages will be increased annually on each July 1st according to the chart below.

The Board recognizes the increase in the minimum wage and is prepared to offer a contract that represents a one-time "market adjustment." Effective with this contract, the paraprofessionals will be placed into one of three categories depending on their eligibility.

- Paraprofessional 1 ParaPro Test or equivalent of 2 year's college credits (60 credits)
- Paraprofessional 2 Associates Degree or Specialized Training outside of the Board's professional development. The specialized training will be determined by the Board. Some examples include Brailist, state mandated preschool trainings and License V endorsement.
- Paraprofessional 3 Bachelor's Degree or Higher

Description	2021-2022	2022-2023	2023-2024
Paraprofessional 1	\$ 17.00	\$ 17.50	\$ 18.00
Paraprofessional 2	\$ 18.00	\$ 18.50	\$ 19.00
Paraprofessional 3	\$ 19.00	\$ 19.50	\$ 20.00

All existing instructional assistants will be grandfathered in at Paraprofessional 3.

Paraprofessional 2 will remain \$1.00 per hour more than Paraprofessional 1.
Paraprofessional 3 will remain \$1.00 per hour more than Paraprofessional 2.

Section 23.1 - Paraprofessionals

Employees who work during the summer months in their own job title shall receive the pay rate for their respective position.

Section 23.2 - Paraprofessionals

Employees are required to have direct deposit.

ARTICLE XXIV

WORKERS COMPENSATION

Section 24.0

- A. The Board and the Union agree to work together to explore a Preferred Provider Network (PPN) Program in coordination with workers compensation. The program shall include a light duty work component.
- B. Whenever an employee is absent from work as a result of personal injury caused by an accident arising out of and in the course of his/her employment, he/she shall be paid his/her full wages, less the amount of any workers' compensation award made for temporary disability due to said injury, for no more than one (1) calendar year, and no part of such absence shall be charged to his/her annual or accumulated sick leave.