

AGREEMENT BETWEEN
THOMPSON BOARD OF EDUCATION
AND
CSEA, SEIU, LOCAL 2001
THOMPSON PUBLIC SCHOOL CHAPTER
PARAPROFESSIONALS, CAFETERIA WORKERS/COOKS, AND HEALTH
PERSONNEL

For the Period
July 1, 2017 - June 30, 2020

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ARTICLE I - PREAMBLE

This agreement has been negotiated between the Board of Education of the Town of Thompson, herein called the Board and CSEA, SEIU, Local 2001, Thompson Public School Association, herein called the Union.

ARTICLE II - RECOGNITION

A. The Board recognizes and certifies CSEA, SEIU, Local 2001 for the duration of this contract as the exclusive representative for all employees in the unit consisting of cafeteria workers, cooks, health department personnel and paraprofessionals who are regularly scheduled to work 20 hours or more including overtime per week in the public school system of the Town of Thompson with all the rights and privileges as provided by Chapter 113 of the MERA to the General Statutes as amended from time to time.

B. The Union accepts such recognition and agrees to represent equally all bargaining unit employees without regard to membership or participation in or association with the activities of the Union and to admit employees to membership without qualifications other than payment of dues and employment in the Thompson School System.

ARTICLE III - GRIEVANCE PROCEDURES

A. DEFINITIONS

1. A "grievance" is a claim based upon an event or condition that violates any of the specific provisions of this Agreement.

2. An "aggrieved person" is the person or persons making the claim.

3. A "party of interest" is the person or persons making the claim and any person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.

4. The term "days", except where otherwise indicated, means working days.

5. In instances where reference is made to the Superintendent, it shall be understood that such reference can mean his designated representative.

B. PURPOSES

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems that may from time to time arise affecting the application of the specific provisions of this agreement.

2. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.
3. Nothing herein contained shall be construed as limiting the right of any bargaining unit member having a problem to discuss the matter informally with any appropriate representative of the Union.

C. STRUCTURE

1. The Union shall designate a Personnel Rights and Responsibilities Committee (hereinafter referred to as the "PR&R Committee") chosen in such manner as may be determined by the Union.

D. TIME LIMITS

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement in writing.
2. If a person does not file a grievance in writing within fifteen (15) days after he/she knows or should have known of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived.
3. Failure by an aggrieved person to appeal a grievance within ten (10) days at levels one, two, and three shall be deemed to be acceptance of the decision rendered at that level.

E. INFORMAL PROCEDURES

1. If the bargaining unit member feels that he/she may have a grievance, he/she shall first discuss the matter with his/her immediate supervisor in an effort to resolve the problem informally.
2. If, after such discussion, the bargaining unit member is not satisfied with the disposition of the matter, he/she shall have the right to have the Union's PR&R Committee assist him/her in further efforts to resolve the problem informally with the immediate supervisor.

F. FORMAL PROCEDURES

1. LEVEL ONE - SCHOOL PRINCIPAL OR IMMEDIATE SUPERVISOR

- (a) If an aggrieved person is not satisfied with the disposition of his/her problem

through informal procedures, he/she may submit his/her claim as a formal grievance in writing to his/her immediate supervisor.

(b) The immediate supervisor shall within ten (10) days render his/her decision and the reasons therefore in writing to the aggrieved person, with a copy to the Union's "PR&R" Committee.

2. LEVEL TWO - SUPERINTENDENT OF SCHOOLS

(a) In the event that such aggrieved Union member of the unit is not satisfied with the disposition of his/her grievance at Level One, or in the event that no decision has been rendered within ten (10) days after presentation of the grievance, he/she may file a written grievance with the President of the Union within five (5) days after the decision at Level One or fifteen (15) days after the grievance was presented, whichever is sooner. Within five (5) days after receiving the written grievance, the President of the Union shall refer it to the Superintendent.

(b) Within fifteen (15) days of the receipt of the grievance from the President of the Union, the Superintendent shall either 1) meet with the affected employee(s) and the President of the Union for the purpose of adjusting the grievance, or 2) render a decision in writing to the President of the Union. If the Superintendent chooses to meet with the affected employee and the President of the Union, the Superintendent shall render a decision in writing to the President of the Union within ten (10) days of that meeting.

3. LEVEL THREE - ARBITRATION

If the Union is not satisfied with the decision rendered in Step 2, it shall notify, in writing, the Superintendent of Schools within ten (10) working days after receipt of the decision that it intends to submit the grievance to arbitration; and shall simultaneously file notice of appeal with the Connecticut State Board of Mediation and Arbitration, which shall act on such request in accordance with its rules and procedures. Said arbitration panel shall be limited to the express terms of the contract and shall not have the power to modify, amend or delete any terms or provisions of the Agreement. The decision rendered at Step Three shall be final and binding on the parties.

ARTICLE IV - CONDITIONS OF EMPLOYMENT

A. SELECTIONS

The Board of Education and the Superintendent of Schools shall be responsible for the selection, employment, assignment of duties and transfer of all personnel. It shall be an established policy to secure the most competent candidate in accordance with the salary schedule and without discrimination against any qualified candidate because of political, religious, or labor union affiliation, or on the basis of age, creed, color, national origin, or marital status. Official action by the Board on each new appointment is required.

B. PROBATION

All new appointments shall be subject to probationary period of two (2) months and shall have no seniority rights or recourse to grievance during this period, but shall be subject to all other provisions of the Agreement.

C. APPOINTMENTS TO NEW POSITIONS

Notice of vacancies and/or new positions shall be posted for five (5) working days. Any person interested in the position must apply, in writing, to the Superintendent within five (5) working days. If for any appropriate openings, all final candidates are presently on staff and it is the judgment of the Superintendent that such candidates have equal qualifications; the one with the greatest seniority shall be nominated for the position.

D. JOB VACANCIES

Before any new or vacant position can be filled by a person from outside the bargaining unit or by a new hire, the position must be posted internally. The Board agrees that no employee will be denied an opportunity to apply for a job and that if an employee of the bargaining unit applies and that employee is not chosen for the vacancy, the employee will be informed as to why he/she was not chosen.

E. The parties further agree that the Superintendent may hire an employee from outside the bargaining unit into a nursing position at a rate commensurate with the employee's experience as long as the wage rate is not higher than another nurse within the bargaining unit who has equivalent or better experience and the rate must be proportional to any existing experience of a nurse in the bargaining unit. Once the rate commensurate with the employee's experience is finalized, a summary of the new nursing employee's experience will be provided to the President of the Chapter bargaining unit and the President will have five (5) days to file a written objection to the Superintendent and the reasons for the objection. If the objection is upheld by the Superintendent, then the rate established for the new nurse will be used to establish an equivalent rate for nurse or nurses impacted. If the objection is not upheld, then the Union may submit the objection to the grievance process where a panel will determine if the objection should be upheld based upon the criteria of this article and any supporting evidence to determine if the new rate should be established.

If the Board should reinstate an LPN position that is eligible to be in the bargaining unit, then the parties will agree to negotiate only over any potential upgrade as it related to the criteria of the upgrade for the other nurses.

The President of the Chapter will be notified of any new employees hired.

ARTICLE V - SALARY

A. Annually salary schedules, hourly salary schedules, and classifications shall be approved by the Board of Education and by the Union, and the employees will be paid in accordance with the same. The salary schedules of all positions covered by this Agreement are set forth in Appendix A which is attached hereto and made a part of this Agreement. It is hereby agreed that the salary schedules are based upon a one hundred and eighty three (183) day year according to the student's calendar, and one staff meeting day, with the exception of the cafeteria employees, who will be subject to "furlough" days during the school year on any Board approved half days, and the head nurse, who will work 187 days per year.

Nurses other than the head nurse will work one additional day at the end of each school year for a total of 184 workdays. In lieu of monetary compensation for the additional day, each nurse will receive one paid day off during the regular school year. To be assigned at the discretion of the Head Nurse, seven and one half (7 ½) additional workdays will be distributed among the nursing staff each year of this agreement.

The following stipend will be paid to Nurses each year for the highest level achieved who can verify achieving the below listed degrees:

Associate's Degree	\$250.00
Bachelor's Degree	\$500.00

The following stipend will be paid to a Paraprofessional each year for the highest level or degree achieved, beginning in the school year 2009-10 who can verify achieving the level or degree listed below:

Paraprofessional Test	\$100.00
Associates Degree	\$200.00
Bachelors Degree	\$350.00

On "furlough" days, all part-time cafeteria workers will be furloughed first, and if additional full time employees must be furloughed it shall be done on the strict seniority basis.

B. Establishment of Four (4) Part-time Positions

1. The Board may establish, what will be considered for this agreement only, four (4) part-time positions to be utilized in the Kindergarten classrooms. **The parties agree that the part-time paraprofessional staff may be increased from four (4) to five (5) for the 2017-2018 school year, and each school year thereafter for the duration of the contract because of enrollment increases. If such increase is necessary, the Board shall notify the Union of their intent to hire a fifth (5th)**

part-time paraprofessional.

2. The duration of the above part-time positions may be extended beyond the expiration of the July 1, 2017 to June 30, 2020 collective bargaining agreement by mutual agreement.

3. The above part-time positions will work 20 hours per week.

4. These established part-time positions will not be eligible for health insurance benefits under the collective bargaining agreement, but will be recognized as members of the bargaining unit by the Board, and be eligible for all other rights

5. Vacant or new full-time positions (defined for purposes of this agreement as any position 20 hours or more) established after the creation of any of the four part-time positions, will be filled by bargaining unit members if possible. Then the full-time positions that are still vacant may be filled by any of the paraprofessionals hired into one of the part-time positions established in # 1 above with satisfactory performance. The part-time paraprofessionals will be offered the position by seniority with the most senior part-timer being offered the full-time position first. If candidates for the full-time position are equal in seniority, the date and time the application was stamped as received will be determinative.

C. Based on Seniority, paraprofessionals that are currently employed may request to be placed in the Kindergarten program working up to 20 hours in that program while retaining part of his/her current placement to maintain the total number of hours he/she is currently working.

D. Part-time paraprofessionals that are re-assigned to another position other than the Kindergarten program will receive up to (but not necessarily full days) 30 days training before being placed outside of the kindergarten program.

E. Except as stated within sections B, C, and D, no other paraprofessional part-time positions will be created and the Board of Education agrees that nothing contained in this agreement constitutes allowing a reduction or bifurcation of currently existing positions.

F. Nurse Salary

1. Effective July 1, 2017, the wages of all nurses, except Head Nurse, shall be increased by two-thousand dollars (\$2,000) per year in addition to any general wage increases (reflected in Appendix A-1).

2. Duties - The practice of equally dividing Head Nurse duties among the 3 existing nurses shall continue. The wages of the Nurses shall be increased by an additional two-thousand dollars (\$2,000) annualized as compensation for those duties.

- 3. The Board may fill the Head Nurse position and restore Head Nurse duties to that position. If the Board fills the Head Nurse position, the annualized two-thousand dollars (\$2,000) compensation for Head Nurse duties as described above in 2 shall cease.**
- 4. The Board shall notify all Nurses and the Union four (4) working weeks prior to posting the position.**
- 5. At any time that the Head Nurse position is vacant, Head Nurse duties shall be divided, as described in 2 above and the two-thousand dollars (\$2,000) Head Nurse duty compensation shall be in effect.**

ARTICLE VI - SALARY PAYMENTS

A. Wage payments to paraprofessionals, food service personnel and nurses working on an hourly basis covered by this Agreement shall be made biweekly, and shall be based upon the actual number of hours worked in a given pay period, in accordance with Connecticut Wage and Hour Statutes; unless a specific provision of this Agreement provides otherwise. Salaried nurses and Paraprofessionals covered by this Agreement shall be paid biweekly, in twenty-six or twenty-two equal installments. If, in the future, the Board of Education eliminates the option of a twenty-six-installment payment plan for all professional employees, salaried nurses covered by this Agreement agree to switch to a twenty-two installment payment plan.

B. When employing new members in the unit, the Superintendent will place the new employee on the entry level of level one. When a special assignment that may require special skills is created for paraprofessionals, the Superintendent may post the position at a higher rate. Such positions shall be publicized to unit members in accordance with Article IV (C) and shall be filled in accordance with Article IV (D). For the duration of the special assignment, the paraprofessional shall be paid at the higher, posted rate.

C. All personnel may advance regularly year by year on the salary schedule from the point at which they start subject to approval by the Superintendent. Effective July 1, 2014, employees who have completed 4 years of employment with the Thompson Public Schools may advance to Level 2 on the salary scale, employees who have completed 8 years of employment with the Thompson Public Schools may advance to Level 3 on the salary scale, employees who have completed 12 years of employment with the Thompson Public Schools may advance to Level 4 on the salary scale, **and employees who have completed 16 years of employment with the Thompson Public Schools may advance to Level 5 on the salary scale.** Any paraprofessional or cafeteria worker eligible for placement on a higher step in conjunction with the 1 year reduction in step movement will be placed on his/her proper step effective July 1, 2014.

D. If the work year is extended beyond the schedule stated in Article V, the

bargaining unit members shall be paid for actual hours worked at their current hourly rate.

E. Effective July 1, 2012, the first two steps of the paraprofessional wage scale will be increased by thirty cents (\$.30) per hour over and above the general wage increase.

F. Effective July 1, 2012, the first two steps of the cafeteria workers wage scale will be increased by fifteen cents (\$.15) per hour over and above the general wages increase. Once any new federal guidelines have been established the Board and Union agree to only negotiate over any substantive impact that may result from these guidelines.

ARTICLE VII - OVERTIME

Overtime will be paid at one and one half times the regular rate for all full time persons who work beyond a 40-hour work week exclusive of lunch. Prior approval to work overtime must be obtained from the Superintendent.

It is agreed that cafeteria personnel will not be required to work on teacher in-service days.

All bargaining unit employees who work on a holiday shall be paid double-time.

ARTICLE VIII - LAYOFFS/REDUCTION IN FORCE

A. In the event that layoffs/reduction in force become necessary, the employee with the least seniority, where work must be curtailed, shall be laid off first. When employees are to be recalled, the first to be recalled shall be those last laid off, provided that such employees recalled are capable of doing the work then available.

Employees may not bump in a higher or lower classification.

B. During the life of this agreement no employee will be laid off as a result of contracting out of bargaining unit work or as the result of volunteers doing bargaining unit work. However, the parties recognize the importance of volunteers in continuing quality education. Nothing in this article should be interpreted as intending to discourage participation by volunteers in the education program.

C. Laid off employees shall have recall rights for a period one year from the date of layoff/reduction in force. An employee who waives recall rights shall be placed on the lowest seniority status for a subsequent recall provided such recall rights shall, in no event, extend beyond the one year period. An employee who refuses recall because of current employment shall lose all further recall rights.

D. For the purpose of this Article, seniority shall be defined as an employee's

continuous length of service in the classification with the Board from said employee's original date of hire.

E. Employees selected for layoff will be given at least four (4) weeks' notice. Prior to any layoff taking place, the Superintendent will meet with the Union to discuss any possible alternatives to the layoff being implemented.

ARTICLE IX - EMPLOYEE PROTECTION

The Board will protect and save harmless any Union member from any financial loss and expense, including legal fees and costs, arising out of any claim, demand, suit or judgment as provided by the General Statutes of the State of Connecticut, Section 10-235, as amended from time to time.

ARTICLE X - NO STRIKE

Pursuant to Connecticut General Statutes 7-467 (Municipal Employees Relations Act), all employees included in this Agreement shall not hinder the Board's operation by strike or work stoppage and the Board shall not pursue lock-out tactics in any part of its operations.

ARTICLE XI- LEAVES

A. Each employee shall be entitled to fifteen (15) days of sick leave annually accumulative to one hundred fifty (150) days. Such sick leave entitlement shall be prorated according to date of initial employment. Of the fifteen (15) days, a maximum of five (5) days annually may be used for illness of members of the immediate family as defined in Section B.

B. Four days' special leave with pay shall be granted for death in the immediate family. Immediate family is defined as spouse, mother, father, son, daughter, brother, sister, grandchildren, grandparents, legal guardians, and all current in-laws of the employees and their current spouse, and any relative living in the same household with employee.

C. Special leave with pay of one (1) day per year shall be granted to an employee to attend funerals of relatives not included under B. above.

D. 1. Leaves of absence for legitimate purposes may be granted to an employee upon written request to the employer or his/her designated representative. A notice of such will be supplied to the Union President by the employee.

2. Leaves of absence without pay may be granted by the Board for a limited, definite period not to exceed one year, for the following reasons:

- (a) For health reasons, upon advice of a physician
- (b) For other personal reasons subject to the review and recommendation of the Superintendent and approved by the Board of Education.

3. 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 of Education.

4. The Board shall provide the employee the opportunity to maintain insurance benefits provided under this contract at the employee's expense at the Board's group rates for the period of the leave of absence according to COBRA, which entitles the Board to charge a two percent administrative fee.

E. In the event an employee receives Worker's Compensation, the difference between his/her regular pay and compensation shall be paid by the employer for a period not to exceed one year.

F. Any employee who is on military leave shall receive time off from work and any compensation and/or benefits to which the employee is entitled under state and/or federal law. Copies of duty orders shall be provided to the Superintendent at least four (4) weeks in advance of the employee's military leave, or as soon as practicable under the circumstances.

G. Any employee required to report for jury duty shall receive the difference between his/her regular wages and jury allowance from the employer during this period.

H. Each employee shall be entitled to two (2) days paid personal leave annually, subject to the following conditions of use:

- 1. Personal leave days may only be used when absence from work is necessary and not reasonably avoidable.
- 2. When an employee requests non-emergency personal leave, an employee must provide a minimum of five (5) days notice, in writing, to the Superintendent of Schools prior to the requested day off. For non-emergency personal leave, the employee need not state the reason except as provided below.
- 3. For emergency personal leave, (personal leave requested with less than five days' notice), employees must provide notice as soon as reasonably practicable under the circumstances, and must provide a written statement of the reason for

such personal leave request.

4. Personal leave days may not be used on the day immediately prior to, on the day immediately after a school holiday, vacation period, or long weekend, or during the months of August or September, unless the Superintendent consents to such use.

5. No more than two (2) paraprofessionals per school, nor more than two (2) cafeteria workers, nor more than one (1) nurse may be absent from school on the same day due to the use of a non-emergency personal day or floating holiday. The Superintendent shall grant the use of non-emergency personal days and/or floating holidays on a first come, first serve basis.

6. In cases where the Superintendent reasonably suspects abuse of personal Leave, the Superintendent may request a written statement of the reason of non-emergency personal leave.

7. Personal days may be accumulated to three (3) days.

I. Dock Days

1. For the purpose of this Article, "Dock Days" shall mean days that are taken by a bargaining unit member and are considered "out of pay status days."

2. Bargaining unit members shall apply to the Superintendent of Schools or his designee to receive a "dock day", which will be deducted from their salary for that pay period at the rate at which they would have been paid had they worked.

3. The Superintendent shall have the sole discretion based on the request of the employee whether to grant or deny the "dock time".

J. The Board recognizes that employees need to be absent at times for valid reasons, but that all absences are disruptive and costly. Each employee who has perfect attendance, with an exception for special leave (i.e. approved leaves of absence, but not including sick leave or personal leave), for an entire quarter will receive a bonus of one day's pay at the employee's regular rate of pay. The perfect attendance bonus shall be paid in the first pay period of the following quarter with all applicable deductions withheld.

K. Union Business Leave

1. The Board shall release with pay delegates to the Union's biennial convention. The number of employees to be released shall be determined by the Union but shall be at least one (1) and shall not exceed one (1) for every thirty (30) members of the bargaining unit or major fraction thereof.

- 2. Upon written notice by the Union, up to two (2) employees, selected by the Union, shall be granted an unpaid leave of absence for up to six (6) months to perform union business. The employees position shall be held for the duration of any such leave and the employee's seniority shall continue to accrue during this leave as though the employee was employed on a full-time basis. Additionally, upon receipt of receipt of reimbursement by the Union of any health insurance premium, the employee(s) shall retain any health and other insurance benefits for which he/she was enrolled. Such leave may be extended by thirty day increments up to a total of one year**
- 3. Stewards and officers of the Union shall be permitted to attend disciplinary hearings, investigate grievances or other violations of this agreement or the law, and attend grievance hearings on work time without loss of pay or other benefits.**

ARTICLE XII - RESIGNATIONS

Written notice of resignation should be filed with the Superintendent at least two (2) weeks in advance of separation. This notice should include a statement of the reasons for this action.

ARTICLE XIII - LONGEVITY

In addition to the employee's regular salary, employees with the following years completed shall receive longevity payments as indicated:

- (a) 5 to 10 years of service - \$550.00 (5 years completed)
- (b) 11 to 15 years of service - \$650.00 (starting 11th)
- (c) 16 to 20 years of service - \$750.00 (starting 16th)
- (d) 21+ years of service - \$850.00 (starting 21st)

Payments shall be made in one lump sum with all applicable deductions withheld, on the first payday following: July 1st for all employees whose anniversary date falls between July 1 and December 31; and January 1st for all employees whose anniversary date falls between January 1 and June 30.

All employees hired prior to July 1, 1990 shall be entitled to the aforementioned longevity pay plan including movement toward achieving longevity, and increased amounts according to the schedule. Rather, following the completion of the fifth year of service, such employees shall receive longevity payments of **three hundred and fifty dollars (\$350.00)** in accordance with the procedures set out above.

ARTICLE XIV - INSURANCE

The Board shall provide for each employee who is regularly scheduled to work a minimum of 1040 hours per year the following benefits:

1. Connecticut Blue Cross/Blue Shield, Century Preferred Plan for individual members and family.
2. Group Life Insurance Coverage of \$20,000 of benefit coverage per employee.
3. Semi-Private Maternity Rider - Full family coverage.
4. Full Service Dental Plan - Full individual coverage.
5. Vision Care Rider - Full individual coverage.
6. In lieu of the insurance benefits set forth in paragraph 1 above, employees may elect coverage through the BlueCare Point of Service Plus Plan, with Gatekeeper, \$10 office visit.
7. Health Insurance coverage under this article will not take effect for employees new to the Thompson School Department until October 1st in the new contract year.
8. Premium payments by participating employees may be included in the IRS Section 125 program. There will be no cost to the employees for this program.
9. Upon retirement with twenty-five (25) years or more of service, and after COBRA benefits expire, the employee will be eligible to continue her/his health insurance at her/his own expense and at the rate of current employees.
10. The Board shall have the right to change insurance carriers and/or to self-insure in whole or in part in order to provide the insurance coverage set forth above, provided that there shall be no reduction or diminution in the above coverage, and provided further that coverage which result from change in carriers and/or self-insurance are substantially equal to the coverage described above.
11. Effective July 1, 2017 all employees shall contribute 13% of the applicable premium costs through payroll deduction. Effective July 1, 2017, all employees participating in the Blue Care set out in paragraph 6 above shall contribute 11% of the applicable premium costs through payroll deduction. Effective July 1, 2017 all new employees hired on or after July 1, 2012 shall contribute 17.5% of all applicable premium costs through payroll deduction for both plans referred to in this paragraph.

Effective July 1, 2018 all employees shall contribute 13.5% of the applicable premium costs through payroll deduction. Effective July 1, 2018, all employees participating in the Blue Care set out in paragraph 6 above shall contribute 11.5% of the applicable premium costs through payroll deduction. Effective July 1, 2018 all new employees hired on or after July 1, 2012 shall contribute 18% of all applicable premium costs through payroll deduction for both plans referred to in this paragraph.

Effective July 1, 2019 all employees shall contribute 14% of the applicable premium costs through payroll deduction. Effective July 1, 2019, all employees participating in the Blue Care set out in paragraph 6 above shall contribute 12% of the applicable premium costs through payroll deduction. Effective July 1, 2019 all new employees hired on or after July 1, 2012 shall contribute 18.5% of all applicable premium costs through payroll deduction for both plans referred to in this paragraph.

12. Employees may also elect to enroll, on a voluntary basis, in the Century Preferred High Deductible Health Care Plan (the "Comprehensive Plan") with Health Savings Account ("HSA"). The Comprehensive Plan uses the same network as the Century Preferred Plan described above. Services for the Comprehensive Plan include 100% Preventive Care Rider and all other services are subject to deductible and coinsurance as follows: \$2,000 Individual/\$4,000 Aggregate Family Deductible; 100% coinsurance in-network; 80% coinsurance out of network; \$4000 Individual/\$8,000 Aggregate Family out-of-pocket maximum; Vision Care Rider.

The Board shall contribute 75% of the deductible each year of this Agreement under the High Deductible Plan, depositing in the Health Savings Accounts on July 1 of each year. The employee contribution to the deductible shall be made through payroll deduction/ direct deposit to the Health Savings Account with pre-tax dollars according to IRS Regulation.

During annual open enrollment, an employee in the High Deductible Plan may revert to the insurance set out in Article XIV No.1 and 6. above by completing the appropriate forms.

The union has the right to re-open in regard to health insurance should Sustinet or other State program become available.

13. Employees who elected to participate in the health insurance plan offered by the Board at the start of the 1998/99 school year and who have continuously participated in the health insurance plan since that time may elect to waive, in writing, the health insurance coverage provided under Article XIV, and in lieu thereof may receive an annual payment of \$2,500 from the Board for each year during which the employee continues to elect not to participate in such coverage. Such annual payment will be issued with the last payroll installment for the fiscal year. In order to receive such payment, an eligible employee must complete and submit a form provided by the Board indicating his/her intent not to participate in the Board's insurance coverage, no later than June 1 of each

year. Such employees may elect to resume Board provided health insurance coverage upon written notice to the Board. Upon receipt of such notice, insurance coverage shall be reinstated as soon as possible, including waiting periods, which may be prescribed by the applicable insurance carrier. In such event, the employee shall only receive a pro-rated portion of the waiver stipend provided under this section.

14. The employee premium cost will remain as provided above for the life of this agreement.

15. The parties agree to the following changes to health insurance plan of benefits:
- a. The doctor's office visits will be increased effective July 1, 2010 by an additional \$5.00 per office visit. (\$10 per visit)
 - b. Hospital admissions co-payment would be \$50.00 per admission effective July 1, 2010.

ARTICLE XV - DISMISSAL

A. The Board agrees that it will act in good faith and for just cause in any discipline of any employee included in this Agreement. A written warning shall have been given and grievance procedures observed unless, in the judgment of the administration and the Board, the offense is of a serious nature that suspension/termination is merited.

B. If the Board intends to dismiss an employee, a two (2) week notice of termination shall be given to said employee or two (2) weeks' separation pay based on the employee's current salary. If an employee is dismissed for just cause, then the employee shall not be entitled to the two (2) weeks separation pay or the two (2) weeks' notice requirement.

C. If an employee receives a verbal warning, the employee shall not have the right to grieve the verbal warning, or the documentation of the verbal warning, through the grievance procedure. The employee shall have the right to prepare a written rebuttal to the verbal warning, which written rebuttal will be attached to the documentation of the verbal warning.

ARTICLE XVI- HOLIDAYS

Employees who are regularly scheduled to work a minimum of 1,167.5 hours must receive the following twelve (12) paid holidays:

Columbus Day	Martin Luther King Day
Veteran's Day	President's Day
Thanksgiving Day	Labor Day
Day after Thanksgiving	Good Friday
Christmas	Memorial Day
New Year's Day	Floating Holiday

ARTICLE XVII- SCOPE OF AGREEMENT

- A. It is understood by both parties of this Agreement that this Agreement is an expression of policies and procedures which will continue the good relations established between the Board and the Union. This Agreement does not limit or restrict the Board in any way or bind the administration of the schools or any duly authorized representative of the Board in the discharge of duties and responsibilities as prescribed by the Board.
- B. Any benefits enjoyed by Union members prior to this Agreement which have not been superseded by the provisions of this Agreement shall continue in effect.

ARTICLE XVIII- PENSION

- A. All bargaining unit employees, who are eligible, may enroll in the Board's pension plan.
- B. Commencing with the 1982-83 school year, employees will assume fifty percent (50%) of the normal cost of the pension plan.
- C. Enrolled employees shall receive annual statement regarding dollars contributed.

ARTICLE XIX - TRAVEL

All travel for school business will be at the rate established by the I.R.S. during the life of this Agreement. However, the rate of reimbursement will not fall below \$.25 per mile.

ARTICLE XX - AGENCY SHOP AND DUES CHECK OFF

- A. During the life of this agreement, an employee retains the freedom of choice whether or not to become or remain a member of the Union. Notwithstanding this provision, each employee, as a condition of employment, shall become a member of the Union in good standing and authorize in writing the deduction of union dues or shall pay a union service fee commencing with the thirtieth day of employment. Such union service fee shall be established by the Union and shall be an amount equal to the pro-rata cost incurred by the Union for collective bargaining, contract administration and grievance adjustment. The service fee deduction procedure established by the Union shall comport with the law. The current rate of membership dues and service fees shall be established by CSEA, SEIU/Local 2001, at least one month prior to the initial deduction or any change in the amount of dues or fees to be deducted.
- B. An employee may discontinue paying union dues upon filing a written request with CSEA, SEIU/Local 2001 and the Superintendent at least thirty days in advance of the discontinuation of payment. Any employee who discontinues the payment of union dues shall be subject to the service fee provided in Section A.

C. The organization agrees to indemnify and to hold the Board harmless against any and all claims, demands, suits or other forms of liability that shall, or may, arise out of, or by reason of, action taken by the Union for the purpose of complying with the provisions of this Article.

D. The Board shall deduct from the pay of employees, union dues and service fees established by the Union and the amount deducted, together with a list of employees, shall be remitted to CSEA, SEIU/Local 2001, within one week after the payroll period in which such deduction is made. Such list shall include the addresses of all new employees. A copy of the list of employees will be provided to the president of the local chapter.

E. Upon receipt of a signed payroll deduction authorization form, the Board shall deduct from an employee's wages contributions to the CSEA PAC, or its successors, and remit those monies to the CSEA PAC no later than the final day of the month following the deductions. Such deductions shall be made in the amount and frequency as indicated on the authorization form. The Board shall include with all remittances a list of employees whose contributions are included in the remittance and the amount and date(s) of each deduction. If additional information is required by law to be collected by the Union or the PAC the Board shall provide such additional information with all remittances if requested by the Union.

ARTICLE XXI - CONTRACT DISTRIBUTION

The Board of Education shall provide at its own expense:

- a) One original and one copy of the completed contract to the CSEA offices;
and
- b) One copy of the completed contract to each member of the bargaining unit.

ARTICLE XXII - PRIOR RIGHTS/PRESERVATION OF RIGHTS

Nothing in this Agreement shall be construed as abridging any right, benefit, or privilege that employees have enjoyed heretofore, unless it is specifically stated that said practice has been superseded by a provision of this Agreement.

ARTICLE XXIII - SEVERANCE PAY

A. Upon the retirement of a bargaining unit member, after 10 years of continuous service, each member shall be paid the equivalent of 2 percent per year of the member's service in the public schools of Thompson up to a maximum of 40 percent. Such compensation shall be based upon the mean salary of the member's highest salary over a three year span while employed by the Thompson Board of Education and shall be over and above his/her regular retirement compensation from the Board's Pension Plan.

Severance pay for cafeteria workers affected by a reduction in hours in 1999-2000 who retire on or before June 30, 2004 shall be based on hours assigned prior to said reduction in hours.

For the purposes of this section, "continuous service" shall include any period of extended sick leave, maternity leave, or any form of authorized leave with or without pay.

B. Years of service for retirement severance pay compensation will be based upon years of employment by the Thompson Board of Education. An employee must provide written notice to the Superintendent not later than January 1st of the fiscal year preceding retirement in order to avoid delay of payment of this benefit to the fiscal year following retirement. At the option of the retiree, this payment shall be made upon retirement or no later than January 5th of the year following retirement.

C. Upon retirement an employee shall receive payment for each accumulated sick day up to a maximum of one hundred (100) days. Sick days shall be paid at the rate of seventeen dollars (\$17) per day accrued sick day.

ARTICLE XXIV - NEGOTIATIONS OVER A SUCCESSOR AGREEMENT

Commencing on or about February 1, 2020, the Board and CSEA, SEIU, Local 2001, agree to negotiate over a successor Agreement.

ARTICLE XXV - MISCELLANEOUS

A. For any physical examination that is required for continued employment by the Board, the employee will be compensated up to a maximum of fifty dollars (\$50.00) per required exam for all costs not covered by insurance. Employees must submit insurance form(s) showing the cost of the physical not covered by insurance, or a doctor's statement showing the cost of the physical exam.

B. The Board of Education and its representatives, the Union and its representatives and all employees shall treat 'each other with dignity and respect at all times. This section shall not be subject to the arbitration provision of the grievance procedure.

C. When the kitchen facilities are used for food preparation for extracurricular reasons, at least one cook shall be assigned. Cooks shall be offered this assignment on a rotating basis beginning with the most senior employee. If, in the opinion of the administration, additional help is needed, full-time cafeteria employees shall be offered the assignment on a rotating basis beginning with the most senior employee. If no bargaining unit employee volunteers for the extra assignment, then the administration shall have the right to offer the assignment to non-bargaining unit personnel.

D. The Board shall provide each cafeteria employee a clothing and footwear allowance of one hundred and twenty-five dollars (\$125.00) per school year to be paid in the first pay period of the regular school year.

E. The Board and the Union agree to compensate union members on delayed opening of school days and early dismissal days as agreed to at the Thompson Board of Education meeting of June 13, 2005.

ARTICLE XXVI-DURATION

The provisions of the Agreement shall be effective upon ratification and signing by both parties, provided that provisions as to wages shall be effective as of July 1, 2017 and shall continue and remain in full force and effect to and including June 30, 2020.

FOR THE THOMPSON
BOARD OF EDUCATION



William Witkowski,
BoE Chairman

11/25/17

Date

FOR CSEA, SEIU Local 2001



Adrean Rodriguez,
Union Representative

10/16/17

Date



Kathy Houle,
Union President

10/23/17

Date

APPENDIX A-1

SALARY SCHEDULES 2017-2018

PARAPROFESSIONALS

HOURLY RATE

LEVEL 1	\$12.72
LEVEL 2	\$14.45
LEVEL 3	\$16.16
LEVEL 4	\$18.34
LEVEL 5	\$19.00

CAFETERIA WORKERS

LEVEL 1	\$12.56
LEVEL 2	\$14.29
LEVEL 3	\$16.16
LEVEL 4	\$18.34
LEVEL 5	\$19.00

Effective July 1, 2017 a two and thirty-five hundredths percent (2.35%) general wage increase shall be implemented.

Once any new food service guidelines have been established the Board and Union agree to only negotiate over any substantive impact that may result from these guidelines.

COOKS

\$20.12

Cooks will receive a two and thirty-five hundredths percent (2.35%) general wage increase effective July 1, 2017. Above represents the general wage increase (rounded up to the next whole penny).

Assistant Cafeteria Manager

The following are the hourly rates of compensation for the above named position. Below represents the general wage increase (rounded up to the next whole penny):

\$16.12

NURSES

Head Nurse	\$64,784.10
Nurse #1	\$50,870.42
Nurse #2	\$45,615.17

The above salaries reflect a two and thirty-five hundredths percent (2.35%) general wage increase effective July 1, 2017 (rounded up to the next whole penny).

The starting rate for the head nurse shall be \$47,112.75 effective July 1, 2017. The starting rate for other nurse positions shall be \$36,480.32 effective July 1, 2017.

The position of Licensed Practical Nurse shall be eligible for all rights and benefits as provided in this contract. The position of Licensed Practical Nurse wage rate will be established at the following rate: (see Article 4 paragraph E).

APPENDIX A-2

SALARY SCHEDULES 2018-2019

PARAPROFESSIONALS

HOURLY RATE

LEVEL 1	\$13.02
LEVEL 2	\$14.79
LEVEL 3	\$16.54
LEVEL 4	\$18.77
LEVEL 5	\$19.47

CAFETERIA WORKERS

LEVEL 1	\$12.86
LEVEL 2	\$14.63
LEVEL 3	\$16.54
LEVEL 4	\$18.77
LEVEL 5	\$19.47

Effective July 1, 2018 a two and thirty-five hundredths percent (2.35%) general wage increase shall be implemented. The hourly wages listed above for 2018-2019 represents a two and thirty-five hundredths percent (2.35%) general wage increase (rounded up to the next whole penny).

COOKS

\$20.59

Cooks will receive a two and thirty-five hundredths percent (2.35%) general wage increase effective July 1, 2018. Above represents the general wage increase (rounded up to the next whole penny).

Assistant Cafeteria Manager

The following are the hourly rates of compensation for the above named position. Below represents the general wage increase (rounded up to the next whole penny):

\$16.50

NURSES

Head Nurse	\$66,306.53
Nurse # 1	\$52,065.87
Nurse #2	\$46,687.13

The above salaries reflect a two and thirty-five hundredths percent (2.35%) general wage increase effective July 1, 2018 (rounded up to the next whole penny).

The starting rate for the head nurse shall be \$48,219.90 effective July 1, 2018. The starting rate for other nurse positions shall be \$37,337.61 effective July 1, 2018.

The position of Licensed Practical Nurse shall be eligible for all rights and benefits as provided in this contract. The position of Licensed Practical Nurse wage rate will be established at the following rate: (see Article 4 paragraph E).

APPENDIX A-3

SALARY SCHEDULES 2019-2020

PARAPROFESSIONALS

HOURLY RATE

LEVEL 1	\$13.33
LEVEL 2	\$15.14
LEVEL 3	\$16.93
LEVEL 4	\$19.21
LEVEL 5	\$19.92

CAFETERIA WORKERS

LEVEL 1	\$13.16
LEVEL 2	\$14.97
LEVEL 3	\$16.93
LEVEL 4	\$19.21
LEVEL 5	\$19.92

Effective July 1, 2019 a two and thirty-five hundredths percent (2.35%) general wage increase shall be implemented. The hourly wages listed above for 2019-2020 represents a two and thirty-five hundredths percent (2.35%) general wage increase (rounded up to the next whole penny).

COOKS

\$21.07

Cooks will receive a two and thirty-five hundredths percent (2.35%) general wage increase effective July 1, 2019. Above represents the general wage increase (rounded up to the next whole penny).

Assistant Cafeteria Manager

The following are the hourly rates of compensation for the above named position. Below represents the general wage increase (rounded up to the next whole penny):

\$16.89

NURSES

Head Nurse	\$67,864.73
Nurse # 1	\$53,289.41
Nurse #2	\$47,784.28

The above salaries reflect a two and thirty-five hundredths percent (2.35%) general wage increase effective July 1, 2019 (rounded up to the next whole penny).

The starting rate for the head nurse shall be \$50,512.86 effective July 1, 2019. The starting rate for other nurse positions shall be \$39,113.09 effective July 1, 2019.

The position of Licensed Practical Nurse shall be eligible for all rights and benefits as provided in this contract. The position of Licensed Practical Nurse wage rate will be established at the following rate: (see Article 4 paragraph E).

APPENDIX B

MEMORANDUM OF UNDERSTANDING CAFETERIA WORKERS

The Board of Education shall continue to provide all contract benefits previously received by cafeteria workers affected by a reduction in hours at the beginning of the 1999-2000 school year, including insurance benefits and holiday pay, provided that such unit members were employed on September 1, 1999 and remain continuously employed by the Board of Education, and provided further that the individual employee received the benefit in question prior to the reduction in hours.