

## TOWN OF COLEBROOK

Notice is hereby given that a signed copy of the Collective Bargaining Agreement Between The Committee for Shared Services and The Shared Services Teachers' Association dated 2018 through 2021 has been filed with the Town Clerk and is available for public inspection during regular office hours as well as on the Town of Colebrook's website at [www.townofcolebrook.org](http://www.townofcolebrook.org).

Dated at Colebrook, Connecticut this 5<sup>th</sup> day of February, 2018.

Debra L. McKeon

Town Clerk

**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN**  
**THE COMMITTEE FOR SHARED SERVICES**  
**AND**  
**THE SHARED SERVICES TEACHERS' ASSOCIATION**  
**2018 - 2021**

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The Committee for Shared Services (hereinafter referred to as the "Committee" and the Shared Services Teachers' Association (hereinafter referred to as the "Association") hereby agree as follows:

#### ARTICLE 1, RECOGNITION AND SCOPE OF AGREEMENT

- A. All rights, powers, authority and prerogatives of the Committee shall continue to remain exclusively vested in the Committee unless specifically limited by the express provisions of this contract.
- B. The Committee recognizes the Shared Services Teachers' Association as the exclusive bargaining representative for the group of certified professional teachers employed by the Committee in positions requiring a teaching or other certificate from the State Department of Education, other than temporary substitutes, who are not included in the Administrators' Unit or excluded from the purview of §10-153(a) - §10-153n, inclusive, of the Connecticut General Statutes.

#### ARTICLE 2, DEFINITIONS

- A. As used in this Agreement, the following terms shall have the respective meaning as set forth below:
  - 1. "Committee" - the Committee for Shared Services.
  - 2. "Director" - The Executive Director of the Committee for Shared Services (or his/her designee).
  - 3. "Association" - the Shared Services Teachers' Association.
  - 4. "Teacher" - a member of the bargaining unit.
  - 5. "Full-Time Equivalent" - the number of contracted days, divided by the number of school days in the school year as set out in Article 15.

#### ARTICLE 3, CONSULTATION AND AMENDMENT PROCEDURES

- A. Informal meetings of the negotiating teams or their designees may be requested by either party to address situations not anticipated at the time the Agreement was concluded.
- B. Any change in the wording or application of the Agreement shall be in writing and signed by the parties.

## ARTICLE 4, GRIEVANCE PROCEDURE

A. The purpose of this procedure is to equitably resolve any alleged breaches of this contract by open and honest discussion at the lowest possible administrative level. Both parties agree that the proceedings will be kept as confidential as is appropriate, and as may be permitted by law. It is recognized that teachers may bring issues concerning equity to the Committee at any time without initiating a formal grievance procedure.

### B. Definitions

1. "Grievance" shall be defined as a claim by a teacher or the Shared Services Teachers' Association that his/her rights under the specific language of this contract have been violated or that as to him/her, there has been a misinterpretation or misapplication of this contract to the detriment of the teacher.
2. "Teacher" shall mean any member of the bargaining unit.
3. "Grievant" shall mean any teacher or group of teachers who has filed a grievance.
4. "Days" shall be defined as days when school is in session, except after June 1, when days shall mean calendar days, so that the matter may be resolved before the end of the school term or as soon as possible thereafter.

### C. Time Limits

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limit specified may, however, be extended by written agreement of the parties thereto.
2. If a teacher does not file a grievance in writing within fifteen (15) days after the date he/she knew, 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 the grievant at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level, or, if no decisions rendered, then a waiver of such grievance.
4. Failure by any administrator or the Committee to render a decision within a specified time limit shall allow the grievant to proceed to the next level of the procedure.

#### D. Informal Procedures

1. If a teacher feels that he/she may have a grievance, he/she may first discuss the matter with the Director or other appropriate administrator in an effort to resolve the problem informally.

#### E. Formal Step One - Director

1. If a grievant is not satisfied with the outcome of informal discussions, he/she may present the claim in writing to the Director or other appropriate administrator. The written grievance shall state the specific provision or provisions of the contract which have been allegedly violated; the date or dates upon which the violation occurred; the act or condition which gave rise to the violation; and the requested remedy.
2. The Director shall within five (5) days after receipt of the written grievance meet with the grievant(s) to discuss the grievance. The Director shall within five (5) days of the meeting at Step One render a decision and the reasons therefore in writing to the grievant.

#### F. Formal Step Two - Committee

1. If the aggrieved teacher is not satisfied with the disposition of his/her grievance at Step One, he/she may, within eight (8) days after the receipt of the Director's written decision, or thirteen (13) days after filing the grievance, file a grievance directly with the Committee. The grievance shall be filed in writing and shall state the specific provision of the contract which has been allegedly violated, misinterpreted or misapplied; the date or dates upon which the violation occurred; the act or condition which gave rise to the violation; the detriment suffered; and the requested remedy.
2. The Committee or its designated members, shall, within twenty (20) days after receipt of the appeal, meet with the grievant for the purpose of resolving the grievance.
3. The Committee shall, within (10) days after the meeting with the grievant render its decision and the reasons therefore in writing to the grievant.

#### G. Formal Step Three - Arbitration

1. If the Association is not satisfied with the decision at Step Two, the Association may, within fifteen (15) days after receipt of the decision of the Committee, file a demand for arbitration under the Voluntary Rules of the American Arbitration Association requesting either expedited or regular arbitration subject to mutual agreement. The AAA acts as administrator of the proceedings.
2. The Arbitrator shall be bound by the Voluntary Labor Arbitration Rules. The arbitrator's decision shall adhere to the terms of this Agreement. The arbitrator shall have no power to add to, subtract from or modify in any way the terms of this Agreement. The

arbitrator's decision shall be final and binding and shall be the exclusive remedy for an alleged breach of this Agreement, except that neither party waives its right to appeal the arbitrator's decision in accordance with the law.

3. The costs for the services of the arbitrator shall be borne equally by the Committee and the Association.

#### H. Rights of Teachers to Representation

1. No reprisals of any kind shall be taken by either party or by any member of the administration against any participant in the grievance by reason of such participation.
  2. Any party in interest may be represented at all levels of the formal grievance procedure by a person of his/her own choosing except that the teacher may not be represented by a representative or by an officer of any teacher organization other than the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the procedure beyond Step Two.
  3. In the event that the Association shall not have elected to submit a grievance to arbitration, the aggrieved teacher may submit his/her grievance to arbitration independently by following the procedures outlined above in lieu of the Association, provided, however, that in such case the costs for the services of the arbitrator shall be borne by the aggrieved teacher.
- I. 1. All documents, communications and records dealing with the proceedings of a grievance shall be filed separately from the personnel files of the grievant, except those documents, communications and records originating from the personnel file of the grievant unless such documents were subject of the grievance.
2. Forms for filing and processing grievances and other necessary documents shall be prepared by the Director and made available to the Association, so as to facilitate the operation of the grievance procedure.

#### ARTICLE 5, SICK LEAVE

- A. Each teacher under salary contract working a full-time equivalent (FTE) of .5 or more is entitled to sick leave with pay prorated based on the FTE up to fifteen school days in each school year. Unused sick leave shall be accumulated from year to year up to, but not in excess of, one hundred eighty (180) school days. For any absence due to illness, substantiation by a physician may be required by the Director.
- B. Each teacher may be required to have a physical examination by a competent medical authority at Committee expense. If there is doubt as to a teacher's competency, the Committee may require additional examinations at the Committee's expense.



- C. Any leave granted under the provisions of this contract or Committee policy shall be credited against an employee's entitlement under the Family and Medical Leave Act, provided such leave is for a purpose recognized under the Act.
- D. The committee and the Association recognize that teachers are entitled to reasonable leaves of absence for pregnancy-related disabilities. Up to five (5) sick days per year may be used for a teacher's adoption of a child. Upon return from child-bearing leave, the teacher shall be reinstated to same or equivalent position except as affected by Article 13, Reduction in Force.

#### ARTICLE 6, PERSONAL LEAVE

It is recognized that among members of the professional staff working a full-time equivalent of .5 or more, there will be occasional infrequent cause for relatively short absences to meet desirable professional objectives and personal requirements. Therefore, in addition to sick leave, allowances are made available to provide, without effect on the teacher's salary, for absence to meet personal needs. Allowances are as follows:

- A. Up to four days per occurrence may be allowed without loss of pay to a teacher because of death in the immediate family. Immediate family is defined as the teacher's parents, children, siblings, spouse, spouse's parents or any person who immediately preceding death had been a member of the same household. The Director may grant permission up to two (2) days in special cases not listed above.
- B. Personal Business
  - 1. A teacher shall be granted two (2) full days or four (4) half days with pay for personal reasons.
  - 2. Personal business days should not be requested for matters which can be scheduled outside of regular school hours.
  - 3. Notification for personal business days shall be made to the Director at least 48 hours (except in emergencies) prior to asking such leave.
  - 4. Personal business days will not be requested for the day or consecutive days prior to or the day or consecutive days following any vacation or holiday except in an emergency, and upon written request, in advance, with reason, to the Director. The decision of the Director is final.
  - 5. No reason for personal business leave need be indicated by the teacher except as noted in Section 4 above.
- C. A teacher shall be entitled to up to three (3) days per year for the observance of religious holidays when observance of such requires absence from school.

- D. A teacher shall be allowed time off for sickness in his/her immediate family not to exceed four (4) days per year. Immediate family is defined as the teacher's parents, children, siblings, spouse, spouse's parents or any person who is a member of the same household.
- E. At the sole discretion of the Director, a teacher may be granted leave, up to two days in special cases, in addition to those days cited above in unusual and/or extenuating circumstances. In the event a teacher is in need of additional days beyond what the director can grant, he/she may make a written appeal to the committee. The committee reserves the right to require a meeting with the appealing teacher prior to making a decision on the request. The committee's decision will be final.

#### ARTICLE 7, SABBATICAL LEAVE

On the recommendation of the Director, the Committee may permit members of the professional staff to take sabbatical leave for the purpose of self-improvement and benefit of the school, subject to the following:

- A. Sabbatical leaves may be combined with programs of study and research which are furnished by outside non-commercial agencies such as universities and foundations.
- B. Only one faculty member may be on leave at one time.
- C. A teacher shall have served a minimum of seven (7) consecutive years in this school system before becoming eligible.
- D. Applications for leave must be in the Director's office no later than March 1 of the preceding school year.
- E. No salary will be paid by the school system, but the teacher will be credited with one step in the salary schedule on his return provided that the purpose for which the leave was granted has been fulfilled.
- F. Teachers shall be granted the same or an equivalent position upon returning from a sabbatical leave.
- G. Teachers may continue on the group insurance plan by making monthly payments to Shared Services for the amount being charged for their coverage.

#### ARTICLE 8, PROFESSIONAL LEAVE

- A. Teachers may be authorized to attend workshops, seminars, conferences or other professional improvement sessions, such as visiting days, without loss of pay or loss of leave time. Such leave shall be at the request or with the advanced approval in writing of the Director with prior notice to the Principal. A written report may be required of any teacher on such professional leave. The Committee will budget up to \$200 per teacher each year for

reimbursement to teachers for their expenditures with respect to registering for and attending such workshops, seminars, conferences or other professional improvement sessions, subject to the advance approval of the Executive Director at his/her discretion.

- B. The Committee shall pay for the reasonable expenses incurred by the teacher during such leave. In requesting such leave, the teacher shall provide the Director, in advance, an estimate of reasonable expenses.
- C. Teachers shall be reimbursed up to \$100 per teacher for their purchase of classroom and student related materials each school year, provided such purchase has been approved in advance by the Executive Director.
- D. Each certified employee shall participate in a program of professional development. Shared Services shall make available annually a program of professional development in accordance with the law.
- E. A Professional Development and Evaluation Committee (PDEC) shall be established. The PDEC Committee shall be comprised of 1) a representative of the Shared Services Teachers' Association, 2) such administrative personnel that the Executive Director deems appropriate, and 3) such other personnel that the Executive Director deems appropriate. Such representation shall be voluntary for the teacher and at no cost to Shared Services or its members. The Committee shall undertake such duties as provided by law.

#### ARTICLE 9, LEAVE OF ABSENCE

On the recommendation of the Director, the Committee may permit members of the professional staff to take a one year, unpaid leave of absence.

- A. A teacher may be granted a one year leave of absence without pay.
- B. Only one staff member may be on leave at one time.
- C. Applications for leave must be submitted in writing to the Director by March 1.
- D. The teacher shall be guaranteed the same or an equivalent position upon return from a leave of absence.
- E. Teachers may continue on the group insurance plan by making monthly payments to Shared Services for the amount being charged for their coverage.
- F. Notification of intent to return from a leave of absence as defined in Article 9 shall be made in writing to the Director by March 1 of the year for which the leave of absence was approved. Failure to notify in writing by March 1 shall be interpreted as a decision not to return to the position from which the leave was granted.

## ARTICLE 10, CHILDREARING LEAVE

- A. Leaves of absence for childrearing purposes shall be granted to tenured teachers by the Committee upon recommendation by the Director, subject to the following conditions:
1. Childrearing leave shall be limited to one year only provided that, in the discretion of the Director, whenever a childrearing leave is granted during the school year, the one year limit may be extended to include the following school year.
  2. Childrearing leave shall not be credited to a teacher for the purpose of determining position on the salary schedule.
  3. Upon return from childrearing leave, the teacher shall be reinstated to the same or an equivalent position.
  4. Teachers may continue on the group insurance plan by making monthly payments to Shared Services for the amount being charged for their coverage.
  5. Notice of intent to return from childrearing leave shall be made in writing to the Director by March 1 of the year for which the leave of absence was approved. Failure to notify in writing by March 1 shall be interpreted as a decision not to return to the position from which the leave was granted.

## ARTICLE 11, COURSE REIMBURSEMENT

The Committee shall pay one hundred twenty dollars (\$120) per credit hour for courses on completion of an approved course up to a maximum of six (6) credits per year per person. The Committee shall appropriate a pool of at least Three Thousand (\$3000) Dollars for purposes of course reimbursement. All courses must be approved by the Director and must be identified by the CSS as consistent with the professional development goals and needs of the CSS.

## ARTICLE 12, RESIGNATION

A teacher may resign for good reason by submitting at least thirty (30) days written notice at any time, except during the months of August and September during which months the teacher will accept employment with no other Board of Education in Connecticut unless his/her employment has been terminated by mutual consent or Committee action. If a teacher resigns or his/her contract is otherwise terminated during the school year, the basis of the payment for the part of the contract served shall be calculated at 1/186<sup>th</sup> of the teacher's present salary for the sum of school days worked, plus approved absences with pay taken prior to cessation of employment.

## ARTICLE 13, REDUCTION IN FORCE

### A. Separation Procedures

1. It is recognized by the parties that the Committee, at any time, may eliminate professional staff positions.
2. If a reduction in force is necessary due to the elimination of position(s), the Committee will use the following procedure in determining which teacher contract(s) will be terminated or non-renewed. In accordance with Connecticut General Statute section 10-151(d)(5) if a tenured teacher's position is eliminated, that teacher, if qualified, shall be appointed to a position held by a teacher who has not attained tenure, or to a vacant position.
3. To the extent permitted by law, any teacher employed after July 1, 2006 in a position supported directly by student tuition, as opposed to an annually budgeted position, shall be terminated or non-renewed, as the case may be, if that teacher's tuition based position is eliminated for any reason. Any teacher hired for a position supported directly by student tuition will be advised of the contents of Article 13 upon initial hire and will be required to sign a form that acknowledges their understanding.
4. No teacher affected by the proper application of the reduction in force policy as specified in the contract, shall be able to grieve the decision.

### B. Recall Procedures

1. The name of any teacher whose services have been terminated because of the elimination of a position or a reduction in professional staff shall be placed upon a reappointment list and remain on such list for two (2) years provided such teacher does not refuse a reappointment and provided such teacher applies in writing, by registered mail, for retention of his/her name on said list on or before June 1st of each year subsequent to his/her termination.
2. Any teacher on the reappointment list shall receive a written offer of reappointment at least thirty (30) days prior to the date of re-employment, where possible. The teacher shall accept or reject the appointment in writing within ten (10) days. If he/she accepts the reappointment, he/she shall receive a written contract at least fifteen (15) days prior to the effective date of re-employment, where possible.
3. Any teacher recalled to service shall be placed on the next step on the salary scale where he/she was placed before the reduction in force policy was initiated provided such placement conforms to the definitions of placement in Article 23.
4. Recall will be based on a reversal of the staff reduction criteria.

5. No new teacher shall be hired in a specialty area until all laid-off teachers on the reappointment list from that specialty area have been recalled or decline the opening.
6. No new teacher shall be hired in a specialty area before teachers on the reappointment list who are laid-off from other specialty areas, who are qualified and who possess the necessary certification are recalled or decline the opening.
7. Teachers on the recall list must report any change in address to the Director.

#### ARTICLE 14, SUBCONTRACTING

- A. No teacher shall be laid off or have hours reduced as a result of subcontracting.
- B. The Director will discuss with Association representatives the contracting out of any work that could otherwise be performed by bargaining unit members.

#### ARTICLE 15, SCHOOL YEAR

- A. The work year covered by the teachers' salary schedule (Appendix A) shall consist of not more than 186 days from July 1 through June 30<sup>th</sup> of the school year, except as mutually agreed upon by the Director, the teacher, and the Association.
- B. In recognition of the fact that Shared Services, by its very nature, services a number of client school districts, teachers within this collective bargaining group will ordinarily work the same instructional work calendar as those teachers in the client school district to which they are assigned. However, upon mutual agreement of the Director and the teacher, the teacher's work year schedule may vary from that of the client school district(s) to which the teacher is assigned.
- C. Days a teacher is requested to work beyond 186 days will result in the teacher being paid additional compensation equal to the teacher's per diem rate of pay, or, upon agreement of the teacher and director, compensatory time may be arranged.

#### ARTICLE 16, DAILY SCHEDULE

- A. The length of the work day is seven (7) hours depending on the start time of the school where each staff member is assigned. The start time for Shared Services teachers shall be the start time of certified staff in the building where the Shared Services teacher is assigned. Any deviation from the start time requires mutual agreement between the teacher and the Director.
- B. Teachers shall be required to attend the following before or after school staff meetings: meetings called by the Director; general faculty meetings called by the principals; meetings involving curriculum or in-service education as authorized by the Director or designated representative; department meetings; parent-teacher conferences or meetings; Pupil Planning

and Placement Meetings; Board of Education or Committee for Shared Services meetings as requested by the Boards, Committee, Superintendents, or Director and, at least one annual Shared Services staff meeting, if scheduled. Attendance exceptions shall be determined by administrative decision. It is understood that with respect to the annual Shared Services staff meeting(s), professionals from outside Shared Services may also be invited to attend.

- C. Teachers will be compensated for PPT meetings in excess of the seven (7) hour work day when those meetings exceed twenty (20) hours per school year. Teachers will be compensated at a rate consistent with the hourly rate in Article 18 for PPT meetings beyond the twenty (20) hours. Such meetings will not be scheduled during a teacher's lunch time. Teachers are responsible for keeping a log of all PPT meetings in excess of the twenty (20) hours. Upon mutual agreement of the Director and the teacher, the teacher may use compensatory time instead of receiving the hourly stipend.
- D. If assigned duties, the number and frequency of such duties shall not exceed that of the general faculty of the client school.

#### ARTICLE 17, PREPARATION PERIOD

All teachers should have at least one full preparation period each day in addition to their lunch period. The preparation period shall conform in length to the average instructional period in a given building.

#### ARTICLE 18, ADDITIONAL ASSIGNMENTS

- A. Teachers holding Coordinator positions shall receive a stipend of one thousand, two hundred dollars (\$1,200) per year.
- B. Upon approval of the director, time beyond the school day used to perform specialized tasks or assignments, or special projects as requested by the Director, shall be compensated at the rate of forty-three dollars, fifty cents (\$43.50). Upon agreement of the teacher, compensatory time may be arranged in place of such compensation.
- C. Hourly compensation for summer school work shall be at the same rate as identified in B. above.

#### ARTICLE 19, INSURANCE

- A. The Committee shall fund the cost of health insurance benefits for eligible teachers subject to the definitions and provisions in the following subsections. The Committee will provide two health insurance plans from which the employee may select, with the employee to make his/her selection annually. One option is the High Deductible Health Plan (HDHP) and the other is the Preferred Provider (PPO) Plan. The plans shall be funded as described in C below.

- B. Eligibility: All certified staff working with a base contract of .5 full-time equivalents or more will be provided with the health insurance benefits outlined. All certified staff working with a base contract of less than .5 full-time equivalents shall receive no benefits. All certified staff hired after July 1, 2006, working with a base contract of .5 full time equivalents or more will be provided with a prorated percentage of insurance benefits based on their full time employment. All current staff hired prior to July 1, 2006 who work with a base contract of .5 full time equivalents or more and currently waive medical benefits will be eligible to re-enroll for and receive benefits during the appropriate enrollment dates.
- C. The Committee shall fund the following based on the cost sharing listed below:

**1. Option 1 - HDHP**

**2018-19** - The Board shall fund the HDHP premium costs subject to percentage of cost sharing of each of the three classifications: Class I – Individual, 17.5% shall be paid by the teacher); Class II – Individual with one dependent, 17.5% shall be paid by the teacher; Class III – Full Family, 17.5% shall be paid by the teacher.

**2019-20** - The Board shall fund the HDHP premium costs subject to percentage of cost sharing of each of the three classifications: Class I – Individual, 18% shall be paid by the teacher); Class II – Individual with one dependent, 18% shall be paid by the teacher; Class III – Full Family, 18% shall be paid by the teacher.

**2020-21** - The Board shall fund the HDHP premium costs subject to percentage of cost sharing of each of the three classifications: Class I – Individual, 18.5% shall be paid by the teacher); Class II – Individual with one dependent, 18.5% shall be paid by the teacher; Class III – Full Family, 18.5% shall be paid by the teacher.

The HDHP shall be annually subject to a \$2,250 individual/\$4,500 family deductible, co-insurance of 100% in network, 80%/20% out of network, in accordance with the general plan description. Drugs: Prescription drugs are included in the above deductible; however, after the exhaustion of the above-mentioned plan deductible, drugs shall be a) subject to a \$5/15/30 co-pay if in network. b) subject to 20% coverage if out of network. The cost of mail order prescriptions shall be two co-pays in the appropriate category. Dosage: 30 day supply, 90 day supply mail.

Deductible: For 2018-19, the Board shall pay for 49% of the teacher's deductible (whether individual or family coverage), said payment to be made as follows: 50% of such payment shall be paid by the Board on July 1<sup>st</sup> of each school year, with the remainder paid through the pay periods over the next six months. For 2019-20, the Board shall pay for 45% of the teacher's deductible (whether individual or family coverage), said payment to be made as follows: 50% of such payment shall be paid by the Board on July 1<sup>st</sup> of each school year, with the remainder paid through the pay periods over the next six months. For 2020-21, the Board shall pay for 45% of the teacher's deductible (whether individual of family coverage), said payment to be made as follows: 50% of



such payment shall be paid by the Board on July 1<sup>st</sup> of each school year, with the remainder paid through the pay periods over the next six months.

**Option 2 – PPO with Managed Benefits**

**2018-19** – The Board shall fund the PPO premium costs subject to percentage of cost sharing of each of the three classifications: Class I – Individual, 17.5% shall be paid by the teacher; Class II – Individual with one dependent, 17.5% shall be paid by the teacher; Class III – Full Family, 17.5% shall be paid by the teacher. **Any employee choosing coverage in the PPO shall additionally be responsible for paying the difference between the Board's share of the HDHP insurance premium and the total cost of the PPO premium.**

**2019-20** – The Board shall fund the PPO premium costs subject to percentage of cost sharing of each of the three classification: Class I – Individual, 18% of the premium for the HDHP shall be paid by the teacher; Class II – Individual with one dependent, 18% of the premium for the HDHP shall be paid by the teacher; Class III – Full Family, 18% of the premium for the HDHP shall be paid by the teacher. **Any employee choosing coverage in the PPO shall additionally be responsible for paying the difference between the Board's share of the HDHP insurance premium and the total cost of the PPO premium.**

**2020-21** – The Board shall fund the PPO premium costs subject to percentage of cost sharing of each of the three classification: Class I – Individual, 18.5% of the premium for the HDHP shall be paid by the teacher; Class II – Individual with one dependent, 18.5% of the premium for the HDHP shall be paid by the teacher; Class III – Full Family, 18.5% of the premium for the HDHP shall be paid by the teacher. **Any employee choosing coverage in the PPO shall additionally be responsible for paying the difference between the Board's share of the HDHP insurance premium and the total cost of the PPO premium.**

Managed Benefits co-pays: \$35 H&O co-pay; \$35 Walk-in clinic co-pay; \$150 Emergency Room co-pay; \$75 Urgent Care co-pay; \$500 Hospital (inpatient) co-pay; \$300 same day (outpatient) co-pay; Out-of-network penalties as specified. RX: A prescription drug plan which meets the following criteria shall be provided for individuals and family members: a three tier managed “non standard” formulary pharmacy program with \$15 co-pay for generic drugs, \$25 for listed brand name and \$40 for unlisted brand name drugs, with no annual maximum. The cost of mail order prescriptions shall be two co-pays in the appropriate category.

2. Group term life insurance coverage of \$75,000 per teacher.
3. Flexible Dental Plan with \$50.00 individual and \$150 family deductible up to \$1,000 for individuals and family members. A summary of the dental plan and benefits offered thereunder is on file in the Superintendent's office and is available for inspection.

4. Flexible Dental Plan with Orthodontics Rider (lifetime maximum of \$1,000 per member)

To be eligible to participate in the insurance plans set for the above, each teacher must submit a written wage deduction authorization permitting the Board to deduct from the teacher's salary his or her share of the cost of benefits. A teacher may withdraw from full coverage at his or her option. Reinstatement of discontinued benefits is subject to the Board's insurance plan.

- D. The Committee will provide the opportunity for teachers who have retired from Shared Services under the Connecticut Teachers Retirement System to continue to participate in the school health insurance program on a self-paid basis in accordance with the terms of §10-183t of the Connecticut General Statutes.
- E. With the approval of the Committee's insurance carrier, any eligible teacher who, at the beginning of the school year, elects in writing not to participate in one or more of the insurance plans provided by the Committee for Shared Services shall receive in lieu thereof payment over the course of the year equaling 20% of the Class II premium. (Such cost to be estimated at the time of election based on the September 1 premium. Those employees eligible for Class I benefits only will receive 20% reimbursement of the Class I rate.) Payments shall be made in one of several methods, depending on the staff member's preference (monthly, quarterly, annually). Any teacher who elects to waive insurance benefits after the beginning of the year will have the 20% payment prorated based on the date of election to terminate participation in medical insurance benefits. Waiver of insurance at a date other than open enrollment must meet the insurance carrier's changes affecting eligibility criteria.
- F. The Committee of Shared Services reserves the right to change insurance carriers at any time so long as the insurance coverage under the substituted insurance carrier's policy and its administration is comparable to the coverage under the policy then in effect.
- G. Any teacher may elect to participate in the insurance program at his/her expense subject to the terms of the insurance carrier.
- H. Where applicable, each teacher shall sign a payroll deduction authorization for any employee payments under this Article.
- I. Short Term Disability Policy (STD): The Committee for Shared Services shall establish a short-term disability program. The program shall consist of a bank of 180 sick days accumulated over a two (2) year period and funded by each teacher loaning the bank ten (10) days. No teacher shall be required to loan any days if that teacher has less than thirty (30) days accumulated. If needed, a teacher may withdraw all days previously loaned to the bank. In order to access the bank, a teacher must have exhausted all personal sick days, satisfied a 30 calendar day waiting period, have met the definition of disability in the Long Term Disability Plan (LTD), and must present a doctor's certification.

After the teacher has satisfied all the above conditions, the teacher shall be entitled to withdraw as many sick days from the bank as necessary to bridge the gap until they are eligible for the LTD plan.

Once the bank has been depleted, it shall be replenished by the next July. Replenishment shall be carried out by assessing each teacher an equal number of days (less any voluntary contributions which will be subject to the ten (10) day maximum as stated above).

- J. Long Term Disability (LTD): The Committee for Shared Services will fund a long-term disability plan equal to or better than the plan in effect when this agreement was executed.
- K. If the total cost of a group health insurance option offered under this Agreement triggers an excise tax under the Patient Protection and Affordable Care Act (Internal Revenue Code Section 4980I), or any local, state or federal statute or regulation, or Shared Services reasonably anticipates that such a tax will apply for a future coverage period, either party shall have the right to initiate mid-term negotiations in accordance with the Teacher Negotiation Act. During such mid-term negotiations, the parties will reopen Article 19, Section C (including premium cost sharing and any related Appendices) of the collective bargaining agreement for the purpose of addressing the impact of the excise tax. Such negotiations shall be limited solely to medical insurance issues only, and no other provision of the collective bargaining agreement shall be reopened during such mid-term negotiations.

#### ARTICLE 20, MAINTENANCE OF MEMBERSHIP

- A. All teachers employed by the Committee for Shared Services shall, as a condition of continued employment, join the Association or pay a service fee to the Association. Said service fee shall be equal to the proportion of Association dues uniformly required of members to underwrite the cost of collective bargaining, contract administration, and grievance adjustment.
- B. The Committee for Shared Services agrees to deduct from each teacher an amount equal to the Association membership dues or service fee by means of payroll deduction. The amount of the deduction from the second paycheck of the month shall be equal to the total Association membership dues or service fee divided by the total number of second paychecks of each month beginning in October. The amount of the Association membership dues and service fee shall be certified by the Association to the Committee prior to the opening of school each year.
- C. Those teachers whose employment commences after the start of the school year shall pay a prorated amount equal to the percentage of the remaining school year.
- D. The balance of the annual dues shall be deducted from the final paycheck of any employee resigning his position, receiving a leave of absence or terminating his employment after the opening of school.

- E. The Committee agrees to forward to the Association each month a check for the amount of money deducted during that month. The Committee shall include with such a check list of teachers from whom such deductions are made.
- F. The Association agrees to indemnify and to hold the Committee harmless against any and all claims, demands, suits or other forms of liability, including payment of the Committee's reasonable attorney's fees, that may arise out of, or by reason of any action taken by the Committee and its agents for the purpose of complying with the provisions of this Article.
- G. As a condition to the Committee's payroll deduction of service fees as noted above, the Association shall provide each non-member with a statement of the major categories of expenditures incurred by the Association for collective bargaining, contract administration, and grievance representation made in the prior fiscal year at least thirty (30) days before the commencement of the succeeding contract year, said statement verified by an independent auditor. At the same time, the Association shall notify each non-member of the amount of the agency fee for the succeeding contract year. Any non-member who shall object to the amount required as agency fee, as herein provided, shall, within thirty (30) days after notification of the amount thereof, file with the Association objection to said amount, setting forth generally the nature of such objection and the amount such non-member believes is the proper amount. The Association, upon receipt of such objection, shall notify all other non-members of such objection and a hearing shall be held before the Association governing board. Said hearing shall take place promptly, but no later than twenty (20) days after receipt of the objection. The hearing shall be conducted so as to assure all parties a fair hearing. Appeals from the decision of said Association governing body may be made by the objecting party to the American Arbitration Association which shall select from its members an arbitrator to hear the matter. When an arbitration award is final, the amount established for the agency fee shall remain in effect for the contract year to which it applied. Each party shall bear the cost of its attorneys, and the cost of the arbitrator's fees and expenses shall be paid by the Association. During the pendency of any hearing or appeal from any hearing with respect to agency fee, the objecting non-member shall not be required to pay the agency fee and shall not be deducted from his salary.

## ARTICLE 21, PAYROLL DEDUCTIONS

In addition to those payroll deductions required by law, the following agencies are eligible for payroll deductions:

1. First Bristol Federal Credit Union.
2. Tax Sheltered Annuity Plans limited to one company per person.
3. United Way.

4. 457(b) Plan—State of Connecticut Deferred Compensation 457 Plan—will be offered provided there shall be no cost to the Board of Education in the set-up, administration, and/or any other component or requirement related to the plan.
5. Pay Period Options: If the teacher's authorization has been received prior to August 1<sup>st</sup>, he/she shall be paid on either of the following two options; otherwise he/she shall be paid on Option II.  
  
Option I. Teachers will be paid 1/22nd of their salary every two weeks for twenty-two (22) payments. Said payments shall be on every other Thursday commencing no later than the second Thursday in September.  
  
Option II. Teachers shall be paid 1/26th of their salary every two weeks for twenty-one (21) payments. Said payments shall be on every other Thursday commencing no later than the second Thursday in September. At the twenty-second payment, they shall receive one (1) check in the amount of 5/26th of their salary (i.e., the equivalent of five (5) separate checks for 1/26th of salary.)
6. Upon an employee's request, there will be electronic direct deposit of paychecks to the bank or credit union of his/her choice, within the State of Connecticut or within the ADP system.

All requests for deductions must be in writing to the Director.

#### ARTICLE 22, DEFINITION OF SALARY SCHEDULE

- A. The salary schedules listed below shall be interpreted and applied in accordance with the following definitions:

LEVEL I	A baccalaureate degree earned at an accredited college or university
LEVEL II	A baccalaureate degree plus fifteen (15) credits toward a master's degree earned at an accredited college or university in any subject area related to teaching duties or earned to meet certification requirements.
LEVEL III	A baccalaureate degree plus thirty (30) hours with appropriate certification, i.e., standard or professional educator, whichever is applicable or a master's degree earned at an accredited college or university in a subject area related to teaching requirements.
LEVEL IV	A master's degree plus fifteen (15) credits toward a second master's degree in a different field from the initial master's degree but in an area related to teaching duties; or the completion of fifteen (15) credits toward a planned sixth year program approved by an accredited college or university; or a bachelor's degree and 45 credits in a program approved by the Director.

LEVEL V            A second master's degree in a discipline other than the discipline in which the initial master's degree was attained but in an area related to teaching duties; or the completion of thirty (30) credits beyond the master's degree in a program approved by an accredited college or university in an area related to teaching duties; or a sixth year degree; or a baccalaureate degree plus sixty (60) credits approved by the Director.

#### ARTICLE 23, SALARY SCHEDULE PLACEMENT

- A. All teachers shall be placed on the appropriate step in the salary schedules shown in Appendix A, subject to the following conditions:
1. Salary schedule level as set forth under Article 22.
  2. Credit for any prior teaching experience at any educational institution accredited by an appropriate certifying agency, which teaching experience is deemed relevant to the job as determined by the Director, provided that such experience shall have been continuous service of at least one-half of any school year. Intermittent or short term substitution service will not be credited as previous teaching experience.
  3. Substitutes who teach beyond forty (40) consecutive days in the same assignment for which they are certified shall be placed on the Bachelor's Degree, Step 1 of the appropriate salary schedule for the duration of their assignment, but shall receive no other contract benefits.
  4. Any teacher on authorized, unpaid leave of ninety (90) school days or more pursuant to this contract or any teacher on layoff of ninety (90) school days or more pursuant to Article 13 of this contract, shall not accrue seniority or benefits during such leave or layoff. Upon return from such leave or layoff, such teacher shall be entitled to the reinstatement of seniority and benefits accrued prior to the time of leave or layoff.
  5. An employee who meets reasonably-assigned requirements of his/her position shall advance annually each July 1 one step on the applicable salary track until she/he reaches the maximum step.
  6. Any salary increment, increase or part thereof may be withheld from any teacher for unsatisfactory service as evidenced by unsatisfactory evaluations and upon recommendation of the Director.
- B. Any teacher receiving a change in degree status will be placed on the appropriate salary level and step, as defined in Article 23, beginning with the first paycheck in September. In order to be eligible for such placement, a teacher will notify the Director, in writing, of the intended change for the subsequent fiscal year by writing, of the intended change for the subsequent fiscal year by February 1. Failure to notify the Director in writing of an impending change in degree status by February 1 of the fiscal year immediately prior to the year of the proposed

change will result in a delay in implementing the change in degree status until the following fiscal year. Verification shall be in the form of official transcripts submitted to the Director prior to the beginning of the school year in which the change will become effective. In cases where summer course work will be part of the verification, an official transcript must be requested and submitted to the Director immediately upon issuance by the college or university. The Director must be notified in writing prior to the start of the school year of cases involving a change in degree status impacted by summer course work.

- C. Per diem rates will be established for all salary schedules based on 186<sup>th</sup> of the appropriate level and step.

#### ARTICLE 24, PROTECTION OF TEACHERS

- A. Teachers shall report immediately in writing to the Director and the Principal and to the Central Office all cases of assault suffered by them in connection with their employment.
- B. Such report shall be forwarded through the Director to the Committee which shall comply with any request from the teacher for information in its possession (allowed under law) which relates to the incident or the persons involved.

#### ARTICLE 25, USE OF FACILITIES

- A. The Association will have the right to use Shared Services buildings and equipment without cost at reasonable times for meetings with the advanced approval of the Director.
- B. The Association President shall be provided with a copy of the official agenda of each Committee meeting prior to such meeting. The Association shall be provided with copies of the official minutes of each Committee meeting as soon as possible after the approval of said minutes by the Committee.

#### ARTICLE 26, LONGEVITY

Contracted teachers with fifteen (15) years teaching experience with Shared Services, including its predecessor agency, shall annually receive an additional longevity stipend according to the following schedule:

<u>Years of Service</u>	<u>Stipend</u>
15-17	\$750.00
18-20	\$1000.00
21-24	\$1500.00
25 and beyond	\$2000.00

For part-time teachers, such stipends shall be prorated based on the teacher's work schedule (e.g., part-time teacher working a .6 assignment shall receive 60% of the appropriate stipend).

This benefit will not be available for those teachers hired on or after July 1, 2018.

## ARTICLE 27, RETIREMENT

Any certified staff planning on retiring who notifies the Director of Shared Services on or before January 1<sup>st</sup> will receive a \$500 incentive payment.

## ARTICLE 28, SEVERABILITY

In the event that any provision or portion of this Agreement is ultimately ruled invalid for any reason by an authority of established and competent legal jurisdiction, the balance and remainder of this Agreement shall remain in full force and effect.

## ARTICLE 29, JOB OPENINGS

Prior to the statewide posting of any new positions within specific areas of certification, or vacancies and increases in time within current or existing positions, Shared Services staff will be notified via internal memorandum (electronic or otherwise) which will serve as the vacancy announcement for a given position. Any Shared Services staff may express an interest in a position posted internally in this manner by following the prescribed procedures as listed in the vacancy announcement. Any Shared Services staff member expressing an interest in a position as noted above will be given an opportunity to interview for that position. Any such interview will be conducted by the Director of Shared Services and a member of the bargaining unit will serve on the interview committee.

## ARTICLE 30, TRANSFER OF STAFF - INVOLUNTARY TRANSFER

Any staff member subject to involuntary transfer or reassignment will be notified in writing at the time of the decision or as soon thereafter as practical. Whenever possible, the notification will be fifteen (15) days prior to the first working day of the school year. The notification will contain the reason(s) for the transfer. The employee who is transferred will be entitled to discuss the reasons for the transfer in person with the Director.

## ARTICLE 31, SECTION 125 PLAN IRS

Shared Services has established under the IRS code a Section 125 Plan for all employees. Subject to IRS regulations governing the establishment and administration of such Section 125 Flexible Benefit Plan, Shared Services will maintain a program to include the following benefits:

- Group Term Life
- Health Insurance, including co-pay premiums, deductibles and coinsurance

The above benefits are subject to IRS limitations and regulations.



### ARTICLE 32, JUST CAUSE

- A. No teacher shall be reprimanded in writing, denied a salary increase or suspended without pay without just cause.
- B. Teachers shall be notified in writing when any document is placed in his/her personnel file.

### ARTICLE 33, DURATION

This contract shall be effective as of July 1, 2018, and shall continue and remain in full force and effect through June 30, 2021, subject to a reopener on salaries, including step movement (Appendix A) for the 2019-2020 and 2020-2021 contract years in accordance with the law.

#### COMMITTEE FOR SHARED SERVICES:

Date 12/1/17

By [Signature]

#### SHARED SERVICES TEACHERS' ASSOCIATION:

Date 1/19/18

By Mama News

By Paula J. Dest

## APPENDIX A

### SHARED SERVICES SALARY SCHEDULE

#### 2018-2019 Salaries

	<b>BA</b>	<b>BA+15</b>	<b>MA BA+30</b>	<b>MA+15 BA+45</b>	<b>6<sup>th</sup> Year MA+30</b>
1	39,555	42,956	46,307	47,984	49,542
2	41,974	45,403	48,814	50,529	52,121
3	44,540	47,988	51,457	53,211	54,833
4	47,264	50,992	54,242	56,035	57,688
5	50,154	53,609	57,179	59,008	60,689
6	53,220	56,661	60,274	62,140	63,849
7	56,476	59,888	63,538	65,439	67,171
8	59,928	63,298	66,978	68,910	70,667
9	63,593	66,901	70,604	72,567	74,346
10	67,481	70,710	74,426	76,417	78,214
11	71,608	74,737	78,455	80,473	82,285
12	76,592	79,621	83,362	85,419	87,257
13	82,761	85,651	89,385	91,469	93,321

#### 2018-2019 Step Movement Schematic

<b>First Half 2018-2019</b>	<b>Second Half 2018-2019</b>
1	2
2	3
3	4
4	5
5	6
6	7
7	8
8	9
9	10
10	11
11	12
12	13
13	13

For 2018-2019 all step movement will follow this schematic.

At the start of the school year, all teachers will remain on the same step as their previous year's placement on the salary schedule for one half of the school year. At mid-year (January 2019), all teachers not on the maximum step shall advance one step above their previous year's placement on the salary schedule.

**Actual Annualized Salaries for 2018-2019**

<b>Step</b>	<b>BA</b>	<b>BA+15</b>	<b>MA BA+30</b>	<b>MA+15 BA+45</b>	<b>6<sup>th</sup> YEAR MA+30</b>
1-2	40,764	44,179	47,560	49,256	50,831
2-3	43,257	46,695	50,135	51,870	53,477
3-4	45,902	49,490	52,849	54,623	56,260
4-5	48,709	52,300	55,710	57,521	59,188
5-6	51,687	55,135	58,726	59,391	62,269
6-7	54,848	58,274	61,906	63,789	65,510
7-8	58,202	61,593	65,258	67,174	68,919
8-9	61,760	65,099	68,791	70,738	72,506
9-10	65,537	68,805	72,515	74,492	76,280
10-11	69,544	72,723	76,440	78,445	80,249
11-12	74,100	77,179	80,908	82,946	84,771
12-13	79,676	82,636	86,373	88,944	90,289
13	82,761	85,651	89,385	91,469	93,321