

AGREEMENT BETWEEN

SHERMAN BOARD OF EDUCATION

and

LOCAL 1303-319 OF COUNCIL #4
AFSCME, AFL-CIO

JULY 1, 2022 TO JUNE 30, 2025

June 13, 2022

TABLE OF CONTENTS

	<u>Page</u>
Preamble	1
Article I - Recognition	1
Article II - Union Security	1
Article III - Management Rights	2
Article IV - Hours of Work	3
Article V- Seniority	3-4
Article VI - Discipline	4-5
Article VII - Sick Leave	5-6
Article VIII - Vacation.....	6
Article IX - Holidays	7
Article X - Wages	8
Article XI - Insurance	8-10
Article XII - Pension.....	11
Article XIII - Personal Leave	11
Article XIV - Funeral Leave	12
Article XV - Jury Duty	12
Article XVI - Grievance Procedure	12-13
Article XVII - Leaves	13
Article XVIII - Past Practice.....	14
Article XIX - Zipper Clause	14
Article XX - Savings Clause	14
Article XXI - Miscellaneous	14-15
Article XXII - Professional Development & Tuition Reimbursement.....	16
Article XXIII - Duration	16
Appendix A.....	17

PREAMBLE

This Agreement is entered into by and between the Sherman Board of Education, hereinafter referred to as the "Board" and Local 1303-319 of Council 4, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union".

ARTICLE I **RECOGNITION**

Section 1.0

The Board recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining on all matters of wages, hours of employment and other conditions of employment for all full and part-time secretaries, nurses and paraprofessionals (hereinafter referred as "employees") excluding the Secretary for the Board of Education/Business Manager, Special Education/Superintendent/Principal Secretary, Business Assistant and Supervisor of Maintenance.

Section 1.1

Temporary and/or seasonal employees shall not be part of the bargaining unit where such employees are temporarily replacing employees on extended leave pursuant to Article 17 of this Agreement, unless such employee works ninety (90) days or more. In all other cases, temporary or seasonal employees shall not be part of the bargaining unit unless they work ninety (90) days or more. (Addressed by law and Article 17)

ARTICLE II **UNION SECURITY**

Section 2.0 - Checkoff

Upon receipt of an employee's signed authorization to deduct membership dues, the Board agrees to deduct from the pay of the employee an amount as established and periodically adjusted by the union.

Section 2.1 - Remittance

The Board agrees to remit to the person and place designated by the Union all dues together with a report which will show the name and address of each employee, and the amount of money deducted. The Union shall provide payroll authorization cards.

Payroll deductions will be made monthly for properly executed deduction authorization forms received at the Board's payroll office on or before the fifth day of the preceding month. However, the Board assumes no responsibility either to the employee or to the Union for any failure to make or for any errors made in making such deductions, but will make such efforts as it deems appropriate in correcting any such errors or omissions.

Deductions shall be remitted to the AFSCME Council 4 not later than twenty (20) days after the end of the preceding month during which deductions were made.

Section 2.2 - Save Harmless

The Union agrees that it will indemnify and hold the Board harmless from any claims, actions or proceedings by any employee arising from deductions made by the Board hereunder including reasonable attorneys' fees, which may arise as a result of such deduction. Once the funds collected by the Board hereunder are remitted to the Union, the disposition of such funds thereafter shall be the sole and exclusive obligation of the Union, and the Board shall have no

further obligation, financial or otherwise.

ARTICLE III **MANAGEMENT RIGHTS**

Section 3.0

Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Board has and will continue to retain, whether exercised or not, all of the rights, powers and authority, whether expressed or implied, heretofore had by it and, except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, it shall have the sole and unquestioned right, responsibility and prerogative of the management of the affairs of the school and direction of the working force.

- A. **Enumerated Rights.** The exclusive functions and rights of the Board include, but are not restricted to, the right to:

Established or continue policies, practices and procedures for the conduct of Board business and, from time to time, to change or abolish such policies, practices or procedures; to direct the operation of the employees in all aspects, to determine the methods and levels of financing and budget allocation; to determine and, from time to time, re-determined the number of employees to be employed; to employ, transfer, promote, demote, layoff, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons; to determine the procedures for promotions and transfers; to select and determine the qualifications of employees; to select and employ new personnel; to determine job descriptions and job classifications; to create, enforce and, from time to time, change rules and regulations concerning discipline and the performance of work; to establish contracts or subcontracts.

- B. **Unenumerated Rights.** The listing of specific rights in Section 3.0 of this Article is not intended to be all inclusive, restrictive or a waiver of any rights of the Board not listed which have not been expressly and specifically surrendered herein, whether or not such rights have been exercised by the Board.

ARTICLE IV **HOURS OF WORK**

Section 4.0

The normal schedule of hours of work shall be as follows:

<u>POSITION</u>	<u>WORK HOURS</u> <u>PER WEEK*</u>	<u>WEEKS</u> <u>PER YEAR</u>
Nurse	33.75	36.4
Secretary - Office 1	40.0	52.0
Secretary - Office 2	38.5	41.0
Paraprofessionals	(works hours as assigned)	

The work hours per day/year do not include an unpaid lunch, where applicable, as defined in Section 4.1.

Upon consultation with the Union, the Board may adjust said hours based on its analysis of the needs of the school district. Employees shall be given at least forty-eight (48) hours advance notice of any schedule change, whenever possible. This does not prevent the Board from implementing the provisions of Article V of this Agreement.

Section 4.1

Employees working more than four (4) hours per day shall be allowed an unpaid lunch, scheduled by the administration of at least one-half (1/2) hour.

Section 4.2

The Board shall notify paraprofessionals by June 30 of their tentative assignment(s) for the start of the next school year.

ARTICLE V
SENIORITY

Section 5.0

All new employees shall serve a probationary period of ninety (90) working days and shall not have seniority rights or any other rights under this Agreement during the probationary period.

Section 5.1

All employees who successfully complete the ninety (90) working day probationary period shall have their seniority backdated to the time they commenced work.

Section 5.2

In the event of a reduction in staffing, the least senior qualified employee in the job classification shall be laid off first. There are three (3) classifications of bargaining unit employees, including: secretary; nurse; and paraprofessional.

Section 5.3

Laid off employees shall be recalled to work by job classification with the most senior qualified employee in such classification recalled first. In recalling employees, the Board shall rely on the last address furnished to the Board, in writing, by the employee. Recall rights shall terminate one year from the date of layoff for each employee.

Section 5.4

No new employees shall be hired until qualified laid off employees in the subject job classification have first been given notification of recall. In the event an employee refused to return to work when recalled, or fails to answer an offer of recall within five (5) workdays, his/her seniority will be considered lost and he/she will no longer be considered eligible for recall.

Section 5.5

All job vacancies and newly created positions shall be posted for a period of at least five (5) working days prior to filling the job. Any unit employees interested in applying for the job shall notify the Board in writing within the five (5) day period. The position posting shall show the posting and closing date and a copy shall be given to the Union President at the time of posting. During summer break, each member shall have a copy of said posting emailed to their home

email address provided to the Board by the employee.

Section 5.6

- A. Vacancies shall be filled at the Administration's approval on the basis of qualifications and experience. If two or more candidates are deemed by the Administration as having the necessary qualifications and experience, and such qualifications and experience are deemed equal, the candidate with the greatest seniority will be given the position.
- B. Members of the Union shall have preference for all Summer School assignments for which they are qualified as determined by the Superintendent/Principal. They shall be compensated based on that employee's rate of pay.

Section 5.7

The Board will provide the Union with a copy of a seniority list annually. The list will be provided to the Union during the thirty (30) day period preceding July 1. The seniority list shall include the following: name of employee, date of hire, job title, rate of pay and hours of work.

ARTICLE VI **DISCIPLINE**

Section 6.0

No employee shall be reprimanded, suspended or discharged without just cause.

- A. Written reprimands, suspensions, and discharges shall be for just cause only. Both the employee and the Union President shall be informed verbally by the Superintendent/Principal or his/her designee of such written reprimand, suspension or discharge whenever possible on the same working day such action is taken, but in no event later than three (3) business days following such action. Such disciplinary action (written reprimands, suspensions or discharges) and the specific reasons for them shall be stated in writing and a copy forwarded to the employee and the Union President as soon as possible but in no event later than three (3) working days after such disciplinary action.
- B. Should there be any dispute between the Board and the Union concerning the existence of just cause for such disciplinary action (written warning notices, suspensions or discharge); such disciplinary action shall be subject to the Grievance procedure contained in this Agreement.
- C. Disputes over written warning notices received by employees may be submitted to the Step of the Grievance Procedure immediately above the Step occupied by the individual who issued the warning, and shall thereafter be adjusted as a grievance in accordance with the terms of the Grievance Procedure.
- D. The Board agrees that the employee shall be notified if anything detrimental to the employee is placed in the employee's personnel file, and the employee shall be shown such detrimental item(s) by the Superintendent/Principal.
- E. The employee shall be afforded the opportunity to put on record any statements he/she wishes to make about unfavorable information contained in the employee's personnel folder.

ARTICLE VII

SICK LEAVE

Section 7.0

Employees shall be granted sick leave for personal illness or injury that prevents the employee from performing his/her work duties on the following basis:

- A. Fifty-two (52) week employees: Eleven (11) sick days per year.
- B. Employees who work thirty-six (36) or more, but less than fifty-two (52) weeks per year and twenty (20) or more hours per week: ten (10) sick days per year.
- C. Employees who work thirty-six (36) or more, but less than fifty-two (52) weeks per year and less than twenty (20) hours per week: four (4) sick days per year.

Section 7.1

Employees who work thirty-six (36) or more weeks per year and twenty (20) or more hours per week shall be granted a maximum of ninety (90) days' sick leave accumulation.

Section 7.2

For any absence for illness of more than three (3) consecutive working days or when there is sick day usage that is cause for suspicion of misuse, a doctor's certificate shall be submitted to the Superintendent/Principal, if requested, upon the employee's return. The Superintendent/Principal shall at any time have the right to require a physical examination at Board expense.

Section 7.3

Employees may use sick leave days for medical appointments that cannot be made outside of their working hours. Said time may also be taken in one-half (1/2) day increments.

At the discretion of the Superintendent/Principal, up to three (3) days of sick leave per year may be utilized for family illness (spouse, children, mother and father) or medical emergencies. The Superintendent/Principal's discretion shall not be unreasonably withheld. This provision concerning the Superintendent/Principal's discretion shall be subject to the first two (2) steps of the grievance procedure, but not the arbitration step.

ARTICLE VIII

VACATION

Section 8.0

Fifty-two (52) week employees will be entitled to vacations with pay at their normally scheduled earnings on the following basis:

- A. Completed one (1) year of service, but less than seven (7) years of service: two (2) weeks annually.
- B. Completed seven (7) years of service, but less than twenty (20) years of service: three (3) weeks annually.
- C. Completed twenty (20) years of service: four (4) weeks annually.

Section 8.1

Office staff employees who work forty-one (41) or more, but less than fifty-two (52) weeks per year and thirty-five (35) or more hours per week shall be entitled to one (1) week of vacation annually. After five (5) years of service but less than ten (10) years of service, said employees shall be entitled to two (2) weeks vacation annually. After ten (10) years of service but less than fifteen (15) years of service, said employees shall be entitled to three (3) weeks of vacation annually. The scheduling of vacations under sections 8.0 and 8.1 shall be subject to approval of the Superintendent.

Section 8.2

All other employees shall not be entitled to vacation with pay.

Section 8.3

Vacation shall not be accumulated from year to year.

ARTICLE IX HOLIDAYS

Section 9.0

The following twelve (12) holidays shall be observed as days off, with full pay, for all fifty-two (52) week employees:

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

Section 9.1

The following holidays shall be observed as days off, with full pay for all employees who work thirty-six (36) or more, but less than fifty-two (52) weeks per year and thirty (30) or more hours per week:

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

*Only those employees, as defined above, who commence work prior to Labor Day shall receive pay for the holiday.

Section 9.2

The following Holidays shall be observed as a day off with full pay for all employees who work thirty-six (36) weeks or more but less than fifty-two (52) weeks per year:

Memorial Day	Thanksgiving Day	New Years' Day
Christmas Eve	Christmas Day	Martin Luther King Day

Section 9.3

In order to receive holiday pay, the eligible employee must work his/her scheduled workday immediately preceding and following the enumerated holiday. If the employee is on sick leave on the scheduled workday(s), the employee shall be paid for the holiday if the illness is

substantiated by a medical certificate.

Section 9.4

If a holiday falls within an employee's vacation period, such holiday shall not be considered as part of the vacation period.

Section 9.5

Pay for all Holidays listed in this article shall be based on the average number of hours worked per day within a given pay period.

ARTICLE X **WAGES**

Section 10.0

Wage Schedule - See Appendix A

Employees who were paid on the tutor rate in 2018-19 shall be paid a differential of \$1.30/hour. This rate shall not apply to any employees other than those who are on the tutor rate for 2018-19. All new employees shall be on the paraprofessional rate.

An annual stipend of \$2,750 shall be paid the bargaining unit member assigned by the Superintendent to sub calling. The stipend shall be paid in equal installments on payroll dates.

For the 2022-23 school year, each 2021-22 wage rate shall be increased by 2.5%.

For the 2023-24 school year, each 2022-23 wage rate shall be increased by 2.75%.

For the 2024-25 school year, each 2023-24 wage rate shall be increased by 2.75%.

Section 10.1

All hours worked and paid for by the Board in excess of eight (8) hours in a single day or forty (40) hours in one payroll work week shall be compensated at the rate of time and one-half. All overtime must be specifically approved in advance, in writing, by the Superintendent/Principal or his/her designee.

All hours worked on Sundays and Holidays shall be paid at twice the hourly rate (double-time), in addition to holiday pay.

ARTICLE XI **INSURANCE**

Section 11.0

A. The Board shall provide the following health and life insurance benefits.

1. The Connecticut Partnership Plan 2.0 (CPP). The plan benefits shall be as set forth in the CPP effective on July 1, 2019 including any subsequent amendments or modifications made to the CPP by the State and its employee representatives. The administration of the CPP, including open enrollment, beneficiary eligibility and changes, and other administration provisions shall be as established by the CPP.

The premium rates shall be set by the CPP.

The CPP contains a Health Enhancement Plan (HEP) component. All employees participating in the CPP are subject to the terms and provisions of the HEP. In the event CPP administrators impose the HEP non-participation or noncompliance \$100 per month premium cost increase or the \$350 per participant to a maximum of \$1400 family annual deductible, those sums shall be paid 100% in their entirety by the non-participating or non-compliant employee. No portion or percentage shall be paid by the Board. The \$100 per month premium cost increase shall be implemented through payroll deduction, and the \$350/\$1400 annual deductible shall be implemented through claims administration.

2. In the event any of the following occur, the Board or the Association may reopen negotiations in accordance with Conn. Gen. Stat. Section 10-153f(e) as to the sole issue of medical benefits, including plan design and plan funding, premium cost share and/or introduction of a replacement medical benefits plan in whole or in part.
 - i) If the CPP in its current form is no longer available; or if the benefit plan design of the CPP is modified as a result of a change in the State's collective bargaining agreement with SEBAC, if such modifications would substantially increase the cost of the medical benefits plan offered herein; and/or
 - ii) If Conn. Gen. Stat. Section 3-123rrr et seq. is amended, or if there are any changes to the administration of the CPP, or if additional fees and/or charges for the CPP are imposed so as to affect the Board, any of which amendments, changes, fees or charges (individually or collectively) would substantially increase the cost of the medical benefits plan offered herein; and/or
 - iii) Should any Federal statute or regulation pertaining to IRC §49801 be mandated to take effect triggering the imposition of an excise tax with respect to any of the contractually agreed upon insurance plans offered herein and/or if there is any material amendment to the ACA that would substantially increase the cost of the medical benefits plan offered herein.
3. In any negotiations triggered under subparagraph 2 above as well as negotiations for a successor to the current collective bargaining agreement, the parties shall consider the High Deductible Health Plan with Health Savings Account in effect during the 2018-19 school year to be the baseline for such negotiations, and the parties shall consider the following additional factors:
 - Trends in medical insurance plan design outside of the CPP;
 - The costs of different plan designs, including a high deductible health plan structure and a PPO plan structure.

Should such negotiations be submitted to arbitration for resolution, the arbitration panel shall consider the foregoing in applying the statutory criteria in making its ruling.

4. The Board reserves the right to change insurance carriers as long as such change results in employees retaining coverage and benefits that are substantially equivalent, when considered as a whole, to the coverage in place prior to the move to the CT Partnership Plan (the HDHP/HSA plan) The Board will provide notice to the Association at least ninety (90) days prior to implementation of any such change. Any dispute regarding

“substantially equal” shall be resolved through the grievance procedure beginning at the arbitration level, provided that such arbitration shall be conducted in accordance with the Expedited Labor Arbitration Rules of the American Arbitration Association if either party so requests.

- B. Effective July 1, 2022, the Board shall provide seventy-nine and one-half percent (79.5%) of premium costs with the eligible employee paying the remaining twenty and one-half (20.5%) of the premium costs.

Effective July 1, 2023, the Board shall provide seventy-nine percent (79%) of premium costs with the eligible employee paying the remaining twenty one (21%) of the premium costs.

Effective July 1, 2024, the Board shall provide seventy-eight and one-half percent (78.5%) of premium costs with the eligible employee paying the remaining twenty one and one-half (21.5%) of the premium costs.

Employee premium share deductions are subject to IRS 125 plan (pre-tax) at employee option.

- C. Employees who work thirty-six (36) or more weeks per year and thirty (30) or more hours per week, may elect to receive, in lieu of coverage, a payment as described below:

The payment in lieu of coverage shall be equal to two thousand dollars (\$2,000.00). This amount shall be paid to the employee in two installments, paid on the first paycheck in January and last paycheck in June. The election provided for by this section may be made between June 1 and June 20 of each year and shall be effective during the succeeding July 1 and through June 30 period. Employees hired during a school year and eligible for health insurance coverage will be eligible for a pro-rated waiver payment.

Section 11.1

All eligible employees, as defined below, shall receive group life insurance equal to two (2) times their annual salary.

Section 11.2

Eligibility for insurance coverage is as follows:

- A. Employees who work thirty-six (36) or more weeks per year and thirty (30) or more hours per week shall be entitled to the above enumerated coverage, with applicable premium sharing.
- B. Employees who do not meet the eligibility requirements for medical insurance may enroll in the Board's medical insurance plan provided the employee pays the full cost of the premium charged to the Board.

Section 11.3

Employees who work thirty-six (36) or more weeks per year and thirty (30) or more hours per week shall be entitled to long-term disability insurance coverage.

Section 11.4

In the event that the Federal Government adopts and implements a national health care plan, the Board shall provide health insurance to eligible employees as dictated by the Federal Legislation.

ARTICLE XII

PENSION

Section 12.0

Employees who have worked a minimum of one thousand (1,000) hours in one calendar year for the Board shall be eligible for the Town of Sherman pension plan. Employees must continue to work one thousand (1,000) hours per calendar year to remain eligible for the plan.

Section 12.1

Employees, who meet the necessary eligibility requirements enumerated in Section 12.0, may enroll in the Town of Sherman pension plan. Employees who choose to enroll in such plan shall be required to contribute at least three percent (3%) toward the plan.

ARTICLE XIII

PERSONAL LEAVE

Section 13.0

The Superintendent/Principal or his/her designee may grant up to four (4) days' personal leave of absence each year (non-cumulative) for personal business which cannot be conducted outside of working hours (including weddings, house closing, graduation ceremonies, family illness, etc.). Application for such leave shall be made to the Superintendent/Principal or his/her designee as far in advance as possible stating reasons, and at least two school days in advance (except in cases of bona fide emergency). Two of the days may be used without reasons being given when the reasons are of an extremely personal nature.

Section 13.1

Personal days shall not be accumulative.

Section 13.2

Application for personal leave shall be made in writing to the Superintendent/Principal forty-eight (48) hours prior to the date of the requested leave. The application shall state the reason(s) for the requested leave. The leave may be granted/rejected at the Superintendent/Principal's discretion.

Section 13.3

In order to receive personal leave, the eligible employee must work his/her scheduled workday immediately preceding and following the requested day.

Section 13.4

The minimum charge for a personal day is one-half (1/2) day. If the eligible employee is absent for more than one-half (1/2) day, the eligible employee shall be charged for one (1) full personal day.

Section 13.5

Employees who do not use any personal days in a school year shall be paid a \$280.00 perfect attendance bonus at the end of the school year. Employees must be employed for the full school year to be eligible for a bonus for that school year.

ARTICLE XIV

FUNERAL LEAVE

Section 14.0

Employees shall be granted funeral leave with pay for up to three (3) days for the death of a member of their immediate family, defined as child, step-child, grandchild, parent, step-parent, parent-in-law, grandparent, spouse or sibling.

Section 14.1

At the discretion of the Superintendent/Principal or his/her designee, additional funeral days may be granted.

ARTICLE XV **JURY DUTY**

Section 15.0

An employee who is called to jury duty shall promptly notify the Superintendent/Principal. This leave shall not be deducted from the eligible employee's sick leave or personal leave. The employee shall receive a rate of pay for such leave in accordance with then existing state and federal laws and regulations; but in no case shall the employee's compensation from any jury fees received and from his/her payment from the Board exceed the employee's normal wages.

ARTICLE XVI **GRIEVANCE PROCEDURE**

Section 16.0 - Definitions

"Grievance" shall be defined as a complaint by an employee or the Union concerning a specific provision of this Agreement.

"Days" shall mean calendar days excluding weekends and holidays (as defined in Article IX).

Section 16.1 - Timeliness

- A. The number of days set forth in the processing of grievances shall be the maximum. All time limits may be extended by mutual written agreement of the parties.
- B. If an employee does not file a grievance in writing within ten (10) days after the act or condition upon which the grievance is based, then the grievance shall be considered to have been waived.
- C. Failure to appeal a grievance to the next level within the specified time limits shall be deemed to be an acceptance of the decision rendered at that level.
- D. All grievances must be submitted in writing, stating the specific problem, the contract provision violated, and action desired. If either party believes that discussion might contribute to the resolution of the grievance, a meeting may be arranged by mutual consent, but will not operate to automatically extend the time limits listed in the following section.

Section 16.2 - Procedures

The following procedures shall be observed in processing any grievance:

- Step 1:** The aggrieved employee shall, within ten (10) days of the onset of the grievance, present in writing a statement of the grievance to the Superintendent/Principal or

his/her designee, who will, within ten (10) days following receipt of the grievance, render a decision in writing.

Step 2: If the aggrieved employee is not satisfied with the decision of the Superintendent/Principal or his/her designee, the employee can then petition the Board for action on the grievance within ten (10) days from the date of the written decision from the Superintendent/Principal. The Board, or any committee of the Board, will render a final decision within twenty (20) days after receipt of the grievance.

Step 3: If the Union is not satisfied with the Board's reply, the Union may, within fifteen (15) days of the Board's decision, submit the grievance in writing to the State Board of Mediation and Arbitration for arbitration. The decision of the arbitrator shall be final and binding on both parties in accordance with law.

Section 16.3

The arbitrator shall hear and decide one grievance in each case. He/She shall be bound by and must comply with all the terms of this Agreement. He/She shall not have the power to add to, delete from, or modify in any way any of the provisions of this Agreement.

Section 16.4

The costs for the services of arbitration shall be borne equally by the Board and the Union.

ARTICLE XVII

LEAVES

Section 17.0

Family leave shall be granted in accordance with applicable state and federal law. Leaves without pay: Leaves of absence without pay may be granted by the Board in its sole discretion for a period not to exceed one year for the following reasons.

- A. Health problems, upon advice of a physician;
- B. Educational enrollment in a recognized college level program;
- C. For other personal reasons subject to the review and recommendations of the Superintendent/Principal.

The Board shall continue to pay its portion of the insurance benefits provided for in this contract for any employee on leave for sixty (60) days or less.

Decisions of the Board shall be final. This provision shall not be subject to the grievance or arbitration provisions of this Agreement. Seniority shall not accrue while an employee is on leave. Seniority shall only accrue for employees on leave for health issues.

ARTICLE XVIII

PAST PRACTICE

Section 18.0

All benefits which employees received from the Board in the past which are not specifically granted in this Agreement shall cease at the time this Agreement becomes effective.

ARTICLE XIX
ZIPPER CLAUSE

Section 19.0

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by the law from the area of collective bargaining, and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. For the life of this Agreement, therefore, the Board and the Union each voluntarily and unqualifiedly waives the right to seek negotiations on any other matter except those provisions specifically modified at or prior to the signing of this Agreement.

ARTICLE XX
SAVINGS CLAUSE

Section 20.0

Should any article, section or portion thereof of this Agreement be held unlawful or unenforceable by any court or forum of competent jurisdiction, such provision or portion shall be severed from the Collective Bargaining Agreement, and the balance and remainder of the Collective Bargaining Agreement shall remain in full force and effect.

ARTICLE XXI
MISCELLANEOUS

Section 21.0

The Board shall provide bulletin board space, which the Union may utilize for the purpose of posting appropriate notices of union business. This is to be designated as an employee bulletin board.

Section 21.1

The Board shall provide the Union with four (4) copies of the Agreement at the time of signing, and each employee shall receive a copy at the time they are hired. The Superintendent/Principal or his/her designee shall notify the Union President of all new hires into the bargaining unit.

Section 21.2

When there is a delayed opening or early dismissal due to weather or other emergency situation, employees shall be paid for their normal scheduled hours of work for that day. However, employees' schedules may be adjusted by administration such that employees work different hours. If employees' schedules are changed, employees shall receive no additional compensation for the change in hours unless the employee works more hours than they would have been scheduled to work if there had been no delayed opening or early dismissal.

When there is an early dismissal of employees or a delayed opening of school by the Board for reasons other than weather or other emergency situations, employees shall be paid for actual hours worked-However, on four (4) of the days of early dismissal or delayed opening school for reasons other than weather or other emergency situations, paraprofessionals shall be guaranteed compensation for their regularly scheduled work day. Paraprofessionals shall be required to participate in professional development or other activities on these four (4) days, as scheduled by administration. On all of the other days of early dismissal or delayed opening school for reasons

other than weather or other emergency situations, paraprofessionals shall not be paid unless they work.

Under each of the aforementioned situations, if the bargaining unit employee is required by the Board to stay or come in a standard scheduled time, he/she shall continue to work at his/her regular hourly rate of pay.

Section 21.3

In the event of extreme and extenuating circumstances, the Superintendent/Principal, upon written request of the employee, may grant additional sick leave benefits to an individual who has exhausted his/her benefits.

Section 21.4 - Meetings/Other

- A. The Board will schedule Paraprofessionals and Tutors for in-service meetings (to keep them abreast of information) on a regular basis, as determined by the Superintendent/Principal. Paraprofessionals and Tutors shall receive training in first-aid, blood borne pathogens and restraints.
- B. When a Paraprofessional or Tutor is required to 'cover' a classroom for thirty (30) consecutive minutes or more, per day, or is asked by the Superintendent/Principal or his/her designee to substitute for the day, the Paraprofessional or Tutor will be paid time and one-half at the regular rate of pay. The time must be approved by the Superintendent/Principal in all cases.

Section 21.5

Employees hired prior to July 1, 2013, shall receive a longevity payment based on their years of service, based on the following conditions:

- A. In order to be eligible for longevity payments, an employee must have reached at least ten years of service by July 1 of any contract year.
- B. Eligible employees shall receive payment at the rate of \$250.
- C. Longevity payments shall be made in the last paycheck prior to the summer recess.

Section 21.6

The Union and the Superintendent/Principal shall each designate up to three (3) people to meet and/or confer annually for the purpose of addressing and/or resolving issues of mutual concern.

ARTICLE XXII

PROFESSIONAL DEVELOPMENT AND TUITION REIMBURSEMENT

Section 22.0

The Board shall pay reasonable expenses incurred by the employee who, at the request or with the prior approval of the Superintendent/Principal, attends workshops, seminars, conferences or other professional development sessions. These sessions must be approved at least one (1) week in advance by the Superintendent/Principal. The employee shall receive his or her regular daily pay for any such session.

APPENDIX A

Wage Schedules

	2022-23	2023-24	2024-25
Paraprofessionals	19.85	20.40	20.96
Secretary 1	25.98	26.69	27.42
Secretary 2	21.04	21.62	22.21
Nurse	36.51	37.51	38.54

ARTICLE XXIII
DURATION

Section 23.0

This Agreement shall become effective July 1, 2022 or the date a new contract is executed by the parties and shall remain in effect until June 30, 2025.

For:

**Local 1303-319 of Council #4
AFSCME, AFL-CIO**

Sherman Board of Education

Staff Representative

Board Chair

AFSCME Local 1303-309

Negotiating Committee Chair