

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CAPITOL REGION EDUCATION COUNCIL

AND

**LOCAL 1303 OF COUNCIL 4 AMERICAN
FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO
JULY 1, 1999 - JUNE 30, 2004**

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This agreement is entered into by and between the CAPITOL REGION EDUCATION COUNCIL, hereinafter referred to as the "CREC" and LOCAL 1303 of COUNCIL #4 OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter referred to as the "UNION." The CREC and the Union agree to the following:

ARTICLE 1
RECOGNITION

- 1.0 The CREC recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours, and all other condition of employment for all full time and part time Child Care Workers and Paraprofessionals (excluding clerical aides).
- 1.1 It is recognized that the CREC has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of programs in the District in all its aspects, including but not limited to, the following:

To determine the type of work to be performed, to assign all work to employees or other persons, to determine shift schedules and hours of work, to select, hire and demote employees, including the right to prescribe and enforce reasonable rules and regulations for the maintenance of discipline, and for the performance of work in accordance with the requirements of the CREC, provided such rules and regulations are made known in a reasonable manner to the employees affected by them; to discharge or otherwise discipline any employee for just cause; to promote, transfer and lay off employees. These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in violation of any of the specific terms and provisions of this Agreement.
- 1.2 Nothing in this agreement shall be construed as abridging any right, benefit or privilege that the employees of the CREC have enjoyed hereto unless it is specifically superseded by a provision of this Agreement.
- 1.3 The Union shall furnish the CREC with a list of officers, executive committee members, and stewards and as soon as possible, notify the CREC in writing of any changes therein. Such notification shall be sent to the Executive Director. No officer, executive committee member or steward shall be recognized by the CREC until such written notification of his/her appointment is received by the CREC from a duly authorized officer of the Union.

- 1.4 The employment of non-bargaining unit individuals who perform bargaining unit work shall not adversely affect bargaining unit staffing levels.

ARTICLE 2
DISCRIMINATION

- 2.0 The Union and the employer agree not to interfere with, restrain or coerce the employees covered by this Agreement because of membership or non-membership in or participation or non-participation in Union activities. The employer shall not discriminate with respect to tenure of employment or any other condition of employment against any employee covered by this Agreement because of membership in or activity on behalf of the Union.
- 2.1 The provisions of this Agreement shall apply to all employees covered by this Agreement without unlawful discrimination on account of race, color, national origin, sex, creed or religion.

ARTICLE 3
UNION SECURITY

- 3.0 All employees who are members of the Union after August 31, 1981, and all employees who are hired after August 31, 1981, shall as a condition of employment either (1) become and remain members of the Union through the duration of this Agreement, or (2) pay to the Union a representation fee allowable by law. For new employees, such payment shall commence after they have completed a probationary period pursuant to Article 14 (90 days).
- 3.1 All employees are free to join or not join the Union. All employees are free to remain members of the Union or relinquish membership at any time.

ARTICLE 4
UNION DUES AND FEES PAYROLL DEDUCTION

- 4.0 Union membership dues shall be deducted from the pay of each employee who signs and remits to the employer an authorization form. Employee authorizations may be submitted by November 15 of each year and may be submitted at no other time, except that new hires may submit such authorizations within thirty (30) days from the date of hire. Any employee desiring to have CREC discontinue deductions must notify CREC in writing thirty (30) days in advance. Representation fees shall be deducted by the employer from the pay of each employee who is required to pay

such fee. New employees shall sign a payroll deduction form at the time of orientation.

- 4.1 The deduction for any month shall be made equally during the first and second payroll of said month and shall be remitted to the Council #4 Office together with a list of names of employees from whose wages such deductions have been made, not later than ten (10) days from the date such deductions were made.
- 4.2 The Union shall indemnify and save the Board of Directors and the CREC harmless against all claims, demands, suits, or other forms of liability, which arise by reason of any action taken in making deductions and remitting the same to the Union pursuant to this Article.

ARTICLE 5 HOURS OF WORK

- 5.0 Hours of work shall be set for each program by the program director on the basis of needs of the students. The hours shall be posted with the calendar in June. If there is any change in the number of hours, work days, or shift during the subsequent year, the employee and the Union shall be notified of such change a minimum of two (2) weeks prior to the change.
- 5.1 Initially, the hours of work, workdays, and shift will be noted explicitly on each employee's salary notification.
- 5.2 There shall be two types of employment years:
 - (a) The SCHOOL YEAR which shall follow the school calendar.
 - (b) The ANNUAL PERIOD. This period may be equal to or less than a full twelve months. The employee shall be notified by June 1 of the length of his/her subsequent year.
- 5.3 Time and one-half shall be paid, in those cases required by law, for all hours worked beyond forty (40) hours per week.
- 5.4 All employees shall have one (1) rest period per day of fifteen (15) minutes.
- 5.5 All employees required to attend a meeting on an in-service day will be given at least (5) working days notice of such meeting except in case of emergency.
- 5.6 When the school day is shortened by CREC due to an emergency or snow, each employee shall receive his/her normal scheduled day's pay provided that said

employee was either at work, or was directed by CREC not to report to work. CREC shall give employees maximum feasible notice of such shortened day.

- 5.7 Employees who are assigned to work locations other than CREC facilities shall be compensated as follows:
- (a) In the event the employee's assignment is canceled (due to no fault of the employee) and the employee received less than two (2) hours notice of cancellation, the employee shall be compensated for the normally scheduled work day if the employee promptly notifies their supervisor of the cancellation and makes himself/herself available for an alternative assignment that day.
 - (b) In the event the employee's assignment is canceled (due to no fault of the employee) and the employee received two or more hours of notice of cancellation, the Employer shall make its best efforts to find alternative work assignments that day for the employee but will have no other obligation to pay the employee for that day.

ARTICLE 6
HOLIDAYS

- 6.0 All employees working on an annual period contract shall receive the following holidays off with pay as long as they fall within their employment term:

New Years Day	Good Friday
Martin Luther King's Birthday	Labor Day
Memorial Day	Lincoln's Birthday
Columbus Day	Washington's Birthday
Veteran's Day	Independence Day
Thanksgiving Day	Christmas Day

In addition, such employees shall receive two (2) floating holidays on dates set by the Executive Director.

- 6.1 Holidays falling on Saturday shall be observed on the preceding day.
- 6.2 Holidays falling on Sunday shall be observed on the following day.
- 6.3 An employee required to work on a holiday shall receive overtime pay at one and one-half times his/her regular rate in addition to holiday pay.

ARTICLE 7
VACATIONS

7.0 Employees under an annual contract shall accumulate vacation at the following rates:

- (a) From 0 through 5 years of employment: 5/6 days per month to 10 days per year.
- (b) From 6 through 10 years of employment: 1-1/4 days per month to 15 days per year.
- (c) After completing the 10th year of employment: 1-2/3 days per month to 20 days per year.

Employees under an annual period contract but working less than 12 months shall receive prorated total paid vacation accumulated as above.

- 7.1 (a) Paid vacation shall be taken during closed periods, except that an employee with more than five years of service may take up to a maximum of five vacation days during an open period provided ten days are taken during the closed period.
 - (b) Vacations will be set by mutual agreement between the program director and employees, except those who have the longest service with CREC shall be given preference.
 - (b) The opportunity to work during “closed periods”, when work is available, shall be offered to employees in the order of seniority first in the classification in which the work is available and then in a classification determined by the Executive Director to be the most appropriate for the available work.
- 7.2 Employees should receive earned vacation pay on the date prior to said vacation if they request such pay two (2) weeks in advance of said vacation and if they obtain signed approval from the program director and the Human Resources office.
- 7.3 Prorated accumulated vacation pay shall be granted to an employee in the event he/she terminates their service and has provided ten (10) working days notice of such termination in writing to their employer.
- 7.4 In the event of the death of an employee, his/her prorated accumulated vacation pay shall be paid to his/her beneficiary.

- 7.5 Vacation days shall not normally accumulate from year to year except that five (5) days vacation may be carried over to the following year upon approval by the Executive Director prior to June 1.

ARTICLE 8
SICK LEAVE

- 8.0 Each employee under an annual period contract shall be granted fifteen (15) paid sick leave days per year, cumulative to one hundred (100).
- 8.1 Employees under an annual period contract but working less than twelve (12) months shall have sick leave based on the number of months of scheduled work (e.g., 11/12x15 days = 13.75 days), cumulative to 100 days.
- 8.2 School year employees shall be granted ten (10) paid sick leave days per year cumulative to sixty (60) days.
Effective July 1, 2000 cumulative to seventy (70) days.
Effective July 1, 2003 cumulative to eighty (80) days.
- 8.3 (a) Probationary employees shall accrue one paid sick leave day every thirty (30) days during their probationary period which may be utilized at any time during each thirty day period. During the probationary period, employees shall only be entitled to utilize this accrued paid sick leave, but shall be entitled to any remaining sick leave as noted in the above sections after the completion of the probationary period.
- (b) All employees shall receive wages for paid sick leave based upon the number of hours scheduled to work on the sick day.
- 8.4 (a) Sick leave days may be used for the following reasons:
1. Personal illness or physical incapacity.
 2. Enforced quarantine of said employee.
- (c) Sick leave may be used in one-half (1/2) day increments.

ARTICLE 9
PERSONAL LEAVE

- 9.0 Two (2) personal days may be used for any reason but the dates must be approved by the immediate supervisor. Requests for such time off will be made at least five (5) days in advance or in an emergency as much notice as possible. Personal time may be used in one-half (1/2) day increments. The dates shall be granted unless the absence of the employee creates a hardship to the program.
- 9.1 Five (5) days with pay per year shall be granted to each employee for bereavement leave in the event of a death in their immediate family or their spouse's immediate family. Immediate family includes mother, father, spouse, sister, brother, children, grandparents, grandchildren, brother-in-law or sister-in-law.
- 9.2 In the event of severe illness in the immediate family, employees shall be granted up to three (3) unpaid days of leave in order to make arrangements for medical or nursing care. The employee may also utilize these days in the event of a birth of a child by his wife.
- 9.3 Any employee who is obligated to serve jury duty shall be paid the difference between his/her regular weekly salary and what he/she receives for such jury duty service.
- 9.4 Whenever an employee is absent from school as a result of personal injury caused by an accident arising out of and in the course of his employment, he/she shall be paid the difference between his/her full salary less the amount of any worker's compensation from the date of said injury until such time as he/she is able to return to work or reaches the point of maximum recovery, whichever comes first. In no event shall such compensated injury leave exceed forty-five (45) days. If an employee sustains an injury by reason of a student assault which is compensable under worker's compensation, said employee shall be entitled to the difference between his regular pay and worker's compensation, from the date of injury, for a period of up to one (1) year or until said employee reaches the point of maximum recovery whichever comes first.
- 9.5 Leave of absence for up to one (1) year may be granted by the Board of Directors to an employee for medical or educational purposes , if, in its determination, the leave will benefit CREC. The Board may set conditions to any such leave.
- 9.6 (a) Employees may be authorized to attend conferences, institutes, or other meetings without loss of pay or benefits on approval of the program director and the Executive Director and upon conditions set by the Executive Director, including the extend of reimbursement.

- (b) Employees shall submit a request in writing to the program director for permission to attend within a reasonable amount of time prior to the date or dates requested.

ARTICLE 10
GRIEVANCE PROCEDURE

10.0 Definition

- 1. A “grievance” is a claim that a specific provision of this Agreement has been violated to the detriment of the grievant.
- 2. A “grievant” is the member or members of the bargaining unit or the Union making the claim.
- 3. The term “days” means the calendar days.
- 4. The grievant must file a grievance in writing within fourteen (14) days from the date he knew or should have known of the event or condition giving rise to the grievance, otherwise the grievance shall be deemed to have been waived.

10.1 Procedure

- 1. Informal:

An employee with a grievance shall discuss it with the immediate supervisor involved with the object of resolving the matter informally.

- 2. (a) Step One

If the grievant is not satisfied with the disposition of his/her problem through the informal level, the Union shall have the exclusive right to present the grievance in writing to the program director involved. The written statement of an employee’s grievance shall contain a statement of fact, the remedy requested and a reference to that provision of the agreement which the employee claims has been violated.

- (b) Step Two

- (1) If the grievance is not resolved at step one, the Union only shall have the right to present the grievance in writing to the Executive Director, provided such grievance shall be presented within seven (7) days of decision under

step one or, if no decision is rendered, within ten (10) days of filing under step one.

- (2) Within fourteen (14) days after receipt of the written grievance, the Executive Director, with the supervisor involved, shall meet with the grievant and union representatives in an effort to resolve the grievance.
- (3) The decision of the Executive Director shall be rendered within seven (7) days of this meeting and shall be final and binding except that grievances based on any disciplinary action or any incorrect computation of compensation may be continued through Step Three as described below.

(c) Step Three

- (1) Any grievance based on any disciplinary action or any incorrect computation of compensation may be submitted to the Connecticut State Board of Mediation and Arbitration by the Union only, the Connecticut State Board of Mediation and Arbitration shall be binding on CREC, the Union and the employee. The sole issue that the State Board of Mediation and Arbitration shall decide is whether or not the employee was suspended or discharged for just cause within the context of the operations of CREC. The cost of the arbitration procedure, if any, shall be borne equally by the Board of the Union, except that each party shall bear the cost of its own representation.
- (2) The Union must bring such grievance within fourteen (14) days of the hearing with the Executive Director in Step Two, otherwise the grievance shall be deemed to have been waived.

10.2 Miscellaneous

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, and every effort shall be made to expedite the process. The time limits specified, however, may be extended by mutual agreement in writing, except for the initial filing of the grievance.
2. Failure at any step of this procedure to communicate a decision within the specified time limits shall permit the Union to proceed immediately to the next step. Failure at any step to appeal a decision within the specified time limits shall be considered acceptance by the Union of the decision rendered, and such decision shall be binding upon the grievant and the Union.

3. Forms for filing and processing grievances shall be prepared by the Executive Director and distributed to the parties and the Union so as to facilitate operation of the grievance procedure.
4. The grievant may be represented at steps one through three, but only by Union representatives. No agreement shall be made contrary to the terms of this Agreement between the grievant and the employer at the informal level. Suspension or discharge grievances may be initiated at step two with the Executive Director.
5. The employer shall allow the grievant and a union steward or officer the necessary time off without loss of pay to attend grievance meetings at step one through three if the employer schedules the meeting during the workday.

ARTICLE 11
DISCIPLINARY PROCEDURES

- 11.0 Any disciplinary action taken other than a verbal warning shall be reduced to writing and a copy placed in the employee's personnel file with a copy to the employee.
- 11.1 All suspensions and discharges shall be stated in writing with a reason given.
- 11.2 The service file of an employee disciplined under the provisions of this Article shall be deemed cleared after one year for a written reprimand or two years for suspension, provided no additional disciplinary action has been taken against said employee within the above-noted time periods.
- 11.3 (a) No evaluations or written statements of criticism originating after initial employment shall be placed in an employee's personnel file unless the employee has been notified and has had an opportunity to review such material. The employee may submit a written notation regarding any material, and the same shall be attached to the file copy of the material in question. If the employee is asked to sign material placed in their file, such signature shall be understood to indicate his/her awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.
- (b) No anonymous and/or unsubstantiated complaints may be placed in any employee's personnel file.

- (c) Each employee shall have the right to review and make copies of any materials in his/her personnel file originating after initial employment upon reasonable notice during the hours which the CREC's offices are open and at cost.

ARTICLE 12
EMPLOYEE INSURANCE

- 12.0 Effective July 1, 1999, CREC shall offer to annual period employees, after completion of the probationary period (90 days), single coverage for the following insurance benefits. For purposes of this Article, Extended Day Paraprofessionals shall be considered annual period employees.
- (a) Blue Care Plus as described in Appendix E.
 - (b) ConnectiCare as described in Appendix E.
 - (c) Blue Care Plus POS as described in Appendix E.
 - (d) Life insurance equal to twice the employee's annual salary to the nearest \$1,000; CREC pays 100% of the life insurance premiums for eligible employees. (Annual period employees who work under thirty (30) hours per week shall not be entitled to this benefit)
 - (e) Disability income insurance, providing for a six month waiting period and a guarantee of sixty percent (60%) of monthly income at the time of disability for the duration of the disability or until 65 years of age. CREC pays half the premium for this disability income insurance. CREC shall pay the full premium for this coverage to employees who have begun their second continuous contract with CREC.
 - (f) Blue Cross Flex Dental Plan. CREC shall pay the total cost of the premium for eligible employees.
 - (g) For single coverage under subsection A, B or C premiums will be paid as follows:

	CREC Share	Employee Share	Employee Premium Cap
Option 1A	94%	6%	1% of Gross Base Salary
Option 1B	94%	6%	1% of Gross Base Salary
Option 2	90%	10%	1.5% of Gross Base Salary

- (h) The employee may participate in family coverage and CREC shall pay 80% of the cost of the premiums for their families for the plans noted in subsections a, b, c and f.

12.1 Effective July 1, 1999, CREC shall offer to all paraprofessionals, after completion of the probationary period (90 days), single coverage for the following insurance benefits.

- (a) Blue Care Plus as described in Appendix E.
- (b) ConnectiCare as described in Appendix E.
- (c) Blue Care Plus POS as described in Appendix E.
- (d) Life insurance equal to twice the employee's annual salary to the nearest \$1,000; CREC pays 100% of the life insurance premiums for eligible employees. (Annual period employees who work under thirty (30) hours per week shall not be entitled to this benefit).
- (e) Disability income insurance, providing for a six month waiting period and a guarantee of sixty percent (60%) of monthly income at the time of disability for the duration of the disability or until 65 years of age. CREC pays half the premium for this disability income insurance. CREC shall pay the full premium for this coverage to employees who have begun their second continuous contract with CREC.
- (f) Blue Cross Flex Dental Plan. CREC shall pay the total cost of the premium for eligible employees.
- (g) For single coverage under subsection A, B or C premiums will be paid as follows:

	CREC Share	Employee Share	Employee Premium Cap
Option 1A	94%	6%	1% or Gross Base Salary
Option 1B	94%	6%	1% of Gross Base Salary
Option 2	90%	10%	1.5% of Gross Base Salary

(h) For dual and family coverage under subsection A, B, C or F, premiums will be paid as follows:

	CREC Share	Employee Share
Effective 7/1/2000	10%	90%
Effective 7/1/2001	20%	80%
Effective 7/1/2002	30%	70%
Effective 7/1/2003	40%	60%

12.2 Probationary employees shall be eligible for insurances as noted above on the first day of the next full month following the completion of the probationary period. In order to be covered on the date of eligibility, the employee must notify the Human Resources office in writing of his/her desire to have coverage at least forty-five days prior to the end of the probationary period.

12.3 CREC may at any time and from time to time change the carriers for any of the foregoing insurance carriers provided that such change will not at any time cause the actual cost to employees to be higher than such cost would be if such change had not occurred; and provided further that the benefits shall be equivalent or better than those provided in the above-referenced coverage.

It is also agreed that any dispute claiming a decrease in benefits may be grieved commencing at step two of the grievance procedure.

12.4 CREC shall offer to all employees participation in the CREC savings and pension fund. CREC will match employee contributions as follows:

	Employee Contribution	CREC Match
Effective 7/1/2000	1%	1%
Effective 7/1/2001	2%	2%
Effective 7/1/2002	3%	3%
Effective 7/1/2003	4%	4%

ARTICLE 13
COMPENSATION

- 13.0 Employees in the bargaining unit shall be compensated in accordance with the rates shown in Appendices A, B and C attached hereto and made a part hereof.
- 13.1 (a) Any qualified employee required to substitute for a teacher in excess of two hours will be paid an hourly rate as listed in Appendix D or the applicable substitute teacher's hourly pay rate in addition to his/her regular hourly rate for all hours worked in such capacity as a substitute for the teacher.
- (b) The above-noted payment will not apply if a substitute Paraprofessional is obtained. In such a case, the qualified employee acting as a substitute for the teacher shall receive additional compensation at an hourly rate as listed in Appendix D for each hour worked as a substitute.
- (c) Due to an emergency, vacancy or when a substitute cannot be obtained, Extended Day Paraprofessional (Child Care Worker II) will provide coverage on an equitable basis. Paraprofessionals providing such coverage shall receive, in addition to their regular salary, substitute pay for all hours worked in such capacity. Where students are split among two or more classes, paraprofessionals providing coverage shall be paid a proportionate share of the substitute's pay based on the number of students for which they are providing coverage.
- 13.2 Effective April 18, 1996 each qualified employee, when assigned and required to act as an oral interpreter will be paid an additional rate per hour for each period so assigned per Appendix D.
- 13.3 No bargaining unit employee hired prior to July 1, 1994 shall be required to obtain or maintain a Public Service Driver's license.
- 13.4 The employment of non-bargaining unit individuals who perform bargaining unit work shall not adversely affect bargaining unit staffing levels.
- 13.5 Each employee who is not at maximum shall receive a step increase on their anniversary date of employment until maximum is reached. For the years 7/1/99-6/30/00, 7/1/01-6/30/02 and 7/1/03-6/30/04 no employee shall move a step.

ARTICLE 14

SENIORITY

- 14.0 Seniority shall be defined as an employee's length of continuous service since his/her most recent date of hire within a classification. The classification in this bargaining unit are Child Care Worker I, Child Care Worker II (includes Extended Day Paraprofessionals), Child Care Worker III and Paraprofessionals. No employee shall attain seniority under this Agreement until he/she has been continuously on the payroll of the Board for a period of ninety (90) days. Until expiration of such period, he/she shall be on probation and may be terminated by the Board in its sole discretion and neither the employee nor the Union, on his/her behalf, shall have recourse to the grievance provisions of this Agreement. An employee after completion of the probationary period, shall acquire seniority commencing on the date of his/her employment.
- 14.1 In the event of elimination of positions within programs, employees shall be laid off in the reverse order of seniority within the classification within the program of the positions being eliminated. An employee may displace the least senior employee in a lower classification. Seniority in this case shall be based on continuous years of service in a classification. For example, all years of service in any classification of Child Care Worker (including Extended Day Paraprofessionals) will be counted together towards seniority.
- 14.2 Employees on layoff shall retain recall rights for a period equal to their length of continuous service, up to a maximum of two (2) years from the date of layoff. Recall shall be in order of seniority within classification. An employee who is recalled shall be notified by certified mail, return receipt requested and shall be expected to report for duty no more than ten (10) days after receipt of such notification. This time limit may be waived by agreement of the parties for good cause. Recalled employees shall return to the same status they held on the date of layoff in terms of classification, pay rate within classification, vacation and sick leave accumulation, if any, seniority, and all other benefits. However, no seniority, leave time, or other benefits shall accrue during the period of layoff. Employees recalled to a program other than the one from which they were laid off, shall serve a probationary period for one month. They may be terminated at the discretion of the Executive Director. In cases of such termination, the employee shall return to his/her former position on the recall list.
- 14.3 Seniority shall be broken only by the following events: discharge for just cause; retirement; resignation; layoff for more than the applicable recall period; failure to report for duty within ten (10) days after notification of recall (unless waived in accordance with the preceding section). Seniority accumulation shall be suspended (but not broken) during layoff or during long term leave of absence without pay (more than thirty (30) days).

- 14.4 The Board shall establish a seniority list and mail a copy to the Union on or about October 1 and April 1 of each year. The seniority list will contain names, addresses, hiring days, job classifications and wage rates of all employees. Additionally, the Board shall notify the Union of job postings, new hires, separations and other changes in status as they occur.
- 14.5 Any job vacancies (openings or new positions) shall be posted at all schools, for ten (10) workdays. Employees desiring the opening shall copy to the Human Resources department. The senior qualified employee will be given the job. The above, notwithstanding, the Board reserves the right to give the job to a less senior, "more qualified" person (including people outside the system). However, the parties agree that for the purpose of this section "more qualified" means either more appropriate experience or better academic credentials or both. Summer positions shall be posted at all schools for ten (10) workdays. Employees desiring the opening shall apply in accordance with the posted notice. Such positions are not covered by this Agreement.
- 14.6 When a shift change is made within a program between two or more positions in one classification, the most senior employee within the classification shall have the choice of selecting the shift. Seniority under this section shall be defined as length of continuous service with CREC.

ARTICLE 15
SAVINGS CLAUSE

- 15.0 In the event that any federal or state legislation, governmental regulations or court decisions cause invalidation of any article or selection of this Agreement, all other articles and sections not so invalidated shall remain in full force and effect.

ARTICLE 16
PERSONAL PROPERTY DAMAGE

- 16.0 (a) Employees shall report immediately in writing to their immediate supervisor and to the Central Office serious cases of assault suffered by them in connection with their employment.
- (b) Such report shall be forwarded to the Executive Director who shall comply with any request from the employee for information in his possession not privileged under law which relates to the incident or the persons involved.
- (c) If, in the discharge of his duties or responsibilities, an employee sustains property damage caused by a student, he will immediately fill out an accident report and submit it to his immediate superior or coordinator for approval and verification. Once verification has been granted, the report will

be forwarded to the Executive Director or his/her designated representative and payment for the property damage will be made within one month of the verification. Payment for repair or replacement of damaged property shall in no case exceed one hundred dollars (\$100) per incident, this limit shall not apply to the replacement of eyeglass lenses or contact lenses.

ARTICLE 17
DURATION

- 17.0 This Agreement, shall become effective July 1, 1999 except as provided herein and shall remain in full force and effect through June 30, 2004 and shall continue in effect thereafter until either party serves written notice to the other in accordance with law to commence negotiations for a successor agreement prior to the termination of this Agreement.

CAPITOL REGION EDUCATION COUNCIL

By _____
Marcia B. Yulo
Executive Director

Date: _____

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

By _____
Stacie Harris-Byrdsong
President

Date: _____

By _____
Jeffrey Jump, Representative
AFSCME Council 4

Date: _____