

AGREEMENT
BETWEEN
THE BOARDS OF EDUCATION
FOR
REGIONAL SCHOOL DISTRICT #4
SUPERVISION DISTRICT
ESSEX
CHESTER
DEEP RIVER
AND
MUNICIPAL EMPLOYEES UNION INDEPENDENT, SEIU LOCAL 506
(FOR THE PARA-EDUCATOR BARGAINING UNITS)
July 1, 2017 through June 30, 2020

TABLE OF CONTENTS

Preamble.	3
Article 1 - Recognition	3
Article 2 - Union Security	3
Article 3 - Board of Education Rights	4
Article 4 - Non-Discrimination	5
Article 5 - Hours of Work and Overtime	5
Article 6 - Probationary Period.....	6
Article 7 – Seniority	7
Article 8 - Vacancy	7
Article 9 - Layoff, Recall, Reduction in Force	8
Article 10 - Personnel Records	9
Article 11 - Leave Provisions	9
Article 12 - Grievance Procedure	12
Article 13 - Insurance Benefits	14
Article 14 - School Facilities	16
Article 15 – Wages	16
Article 16 - Retirement/403(b) Deferred Compensation Plan.....	18
Article 17 - Disciplinary Action	18
Article 18 - Access to Information	18
Article 19 - Savings Clause	18
Article 20 – Duration	19
Article 21 – Holidays	19
Article 22 - Miscellaneous	19
Article 23 - Employee Protection	20
Article 24 - Performance Evaluations	20
Appendix A	22

Preamble

This Agreement is entered into by the Boards of Education of Regional School District #4, Chester, Deep River, Essex, Supervision District (hereinafter referred to individually as the "Board," and collectively as the "Boards") and the Municipal Employees Union Independent, Local 506 (hereinafter referred to as the "Union"), representing the para-educators bargaining unit for the Boards of Education.

Article 1 - Recognition

- 1.1 The Board recognizes the Union as the exclusive bargaining representative for the purposes of collective bargaining on matters of wages, hours and other conditions of employment for all full-time and part-time para-educators, including but not limited to teaching assistants and paraprofessionals, employed by the Board.
- 1.2 The Board agrees to inform the Union about the creation of new job(s) within ten (10) business days after the job has been officially created such that new position(s) may be appropriately classed in the bargaining unit.

Article 2 - Union Security

- 2.1 Within seven (7) days from the date of employment by the Board, employees shall either become members of the Union in good standing or, in lieu of Union membership, pay to the Union an agency fee. The amount of the agency fee shall not exceed the minimum applicable dues payable to the Union. Dues/fees shall be prorated for employees regularly working less than twenty (20) hours per week.
- 2.2 The Board agrees to deduct dues and/or agency fees from each pay check immediately from their date of hire with the Board, as certified by the Secretary of the Union, from the wages of all employees who submit to the Board a written authorization of dues or agency fee deduction and the Board shall remit such dues/fees to the Union monthly accompanied by the list of employees from whose wages dues/agency fee deductions have been made. The Board agrees to voluntary payroll deductions for the Union's Political Action Fund.
- 2.3 The Union shall supply to the Board written notice at least thirty (30) days prior to the effective date of any change in the rate of dues and fees.
- 2.4 No dues will be deducted from an employee on sick leave who has exhausted accumulated sick leave or while collecting Workers' Compensation.
- 2.5 The Board agrees to provide space on a bulletin board in each building under its supervision in which a member of the bargaining unit works, for the exclusive use of the Union. The bulletin board space shall be for information only and not for derogatory purposes. Statements to be posted must be approved by the Superintendent or his designee in advance.

- 2.6 Union representatives and stewards shall be permitted to enter any of the schools with approval of the building principal for the purpose of discussing, processing, or investigating grievances or fulfilling the Union's role as bargaining agent. When contacting an employee, the steward shall first report to and obtain permission to see the employee from the employee's supervisor.
- 2.7 The Board shall provide each employee with a copy of the contract within thirty (30) days after the signing of this agreement. New employees shall be provided with a copy of this Agreement upon hire.
- 2.8 One Union designated bargaining unit member per Board shall be released with pay for up to one (1) days per contract year for such activities such as MEUI training or conventions. The Union will provide two (2) weeks advance notice to the Superintendent or his/her designee.
- 2.9 The Union shall indemnify and hold the Board harmless from any and all claims, demands, suits, complaints, costs and liabilities, including reasonable attorney's fees, caused by or arising out of the administration or enforcement of this Article.

Article 3 - Board of Education Rights

- 3.1 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 heretofore had by it, and shall have the sole right, responsibility and prerogative of management of the affairs of the Board of Education and direction of the working forces, including, but not limited to those rights provided by Conn. Gen. Stat. § 10-220 and the following:
 - (a) To determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the Board.
 - (b) To establish or continue policies, practices and procedures for the conduct of the Board business and, from time to time, to change or abolish such policies, practices or procedures.
 - (c) To discontinue processes or operations or to discontinue their performance by employees.
 - (d) To select and to determine the number and types of employees required to perform the operations of the Board.
 - (e) To employ, transfer, promote or demote employees, or to lay off, furlough, terminate for just cause, or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interest of the Board.
 - (f) 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 Board, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.

- (g) To ensure that duties connected with school operations shall be performed by employees, as long as the duties do not compromise the health/safety of the employee.
- (h) To create job specifications and revise existing job specifications as deemed necessary. The Board shall provide the Union a copy of any new or revised job specification.
- (i) To establish contracts or subcontracts for school operations, provided that this right shall not be used for the purpose or intention of undermining the Union or of discriminating against its members.

- 3.2 The above rights, responsibilities and prerogatives are inherent in the Board of Education and the Superintendent or his/her designee by virtue of statutory and charter provisions and are not subject to delegation in whole or in part.

Article 4 - Non-Discrimination

- 4.1 All provisions of this Agreement shall apply equally to all employees without discrimination on the basis of race, color, creed or religion, sex, sexual orientation, national origin, age, physical or mental disability, veteran status, political or labor affiliation in the application of the terms of the contract. The parties agree to resolve all complaints of discrimination through the grievance process.

Article 5 -Hours of Work and Overtime

- 5.1 Employees shall be informed by July 15 of each year as to their work assignments, including location, hours of work, and nature of work. Employees shall receive written notice of changes in location or hours of work in excess of one (1) hour per day at least one (1) week prior to the change unless such notice would adversely impact student educational needs.

An employee who has personal concerns regarding a change in schedule shall immediately notify his/her supervisor in writing of such concerns. The building principal and/or Director of Pupil Services shall make reasonable efforts to accommodate the employee.

Employees shall be scheduled to work one hundred and eighty one (181) school days, inclusive of convocation, and shall be paid for all hours actually worked, except as otherwise provided herein.

- 5.2 Employees will be paid at the appropriate hourly rate for all hours worked. Employees shall be paid time and one-half (1 ½) their regular rate of pay for all work performed in excess of forty (40) hours per week.

- 5.3 New hires will be provided with a wage notification form, including their initial building assignment and number of working hours, and any specialized skills necessary for their initial placement within two (2) weeks of hire or within a reasonable time after the Board has decided upon the employee's assignment.
- 5.4 Employees shall receive a thirty (30) minute uninterrupted lunch break fifteen (15) minutes of this lunch shall be paid and fifteen (15) minutes shall be unpaid. During his/her lunch period, a para-educator may leave the classroom to which he/she is assigned, and eat in an appropriate area for lunch (i.e. the faculty lunchroom).
- 5.5 Employees shall not leave the school to which they are assigned during working hours without the knowledge and permission of the building principal or the employee's immediate supervisor, and in the case of an unpaid lunch without the knowledge of the building principal or the employee's immediate supervisor. Employees who are asked to forego a lunch break shall be paid for the time spent working through their lunch break.
- 5.6 Should a para-educator feel they need teacher-para-educator planning time, the employee may discuss this matter with the building Principal, who shall have sole discretion over whether such time shall be assigned.
- 5.7 Employees who intend to retire or resign from their employment with the Board shall give the Superintendent a minimum of two weeks' advance notice of their last date of employment. Employees shall not be penalized for their failure to do so, and shall be paid for any hours worked during the two-week period.
- 5.8 If a para-educator is required by his or her supervisor to accompany a student on a field trip, the para-educator shall be compensated at a rate of time and one-half for all hours worked in excess of eight hours per day, excluding an eight hour sleep period. Travel, food and lodging shall be paid by the Board.

Article 6 - Probationary Period

- 6.1 No employee shall attain any rights under this Agreement until he/she has been continuously employed by the Board for a period of one hundred twenty (120) calendar days. Until expiration of such period, he/she may be terminated for any reason whatsoever and neither the employee nor the Union, on his/her behalf, shall have recourse to the grievance or arbitration provisions of this Agreement. New employees shall be entitled to sick, bereavement and personal leave, to the extent accrued, upon the completion of thirty (30) calendar days of employment by the Board.

Article 7 - Seniority

- 7.1 Seniority shall be measured by the employee's continuous, uninterrupted full-time service with an individual Board, from the date of last hire. An employee with three (3) years of seniority may, at the discretion of the Superintendent, retain seniority upon transfer to a different Board that is party to this Agreement. Seniority shall not be interrupted by periods of authorized paid or unpaid leave, but shall only accrue during such periods for up to a maximum of twelve (12) weeks, provided that the employee returns to work immediately at the conclusion of such approved leave periods. Seniority shall be held in abeyance when an employee is laid off, and will resume if the employee returns to work in accordance with the recall provisions of this contract. An employee who resigns or is involuntarily discharged loses all seniority.
- 7.2 Each Board shall prepare a list of its respective employees covered by this Agreement showing their seniority and deliver the same to the Union and each Steward by October 1 of each year.

Article 8 - Vacancy

- 8.1 Job vacancy is defined as an opening created by death, retirement, resignation, dismissal, transfer or creation of a new position within a particular bargaining unit.
- 8.2 The matter of filling job vacancies covered by this Agreement shall be solely within the discretion and control of the Board, in accordance with the terms of this section.
- 8.3 All job vacancies shall be posted in each school on the designated Union bulletin board and at the office of the Board for five (5) working days prior to filling a vacancy as well as being provided to the stewards. If a vacancy occurs between the last day of school for students in June and five (5) days prior to the first day of school for students after the summer recess, the Union's staff representative and stewards shall receive notice of the vacancy by electronic mail, ten (10) days prior to filling a vacancy. Employees desiring to apply for the position shall file an application in writing within the posted time limit. The Board shall accept applicants for the position from both inside and outside of the bargaining unit. Provided that no employee has recall rights in accordance with Article 9, the Board shall give first consideration to applicants who are members of the bargaining unit where the vacancy occurred in the same job classification, provided that in the sole judgment of the Superintendent the applicant is qualified for and capable of satisfactorily performing the work of the vacancy. If an employee is hired from outside the bargaining unit, the Board will notify the Union promptly after the appointment of the new employee.
- 8.4 If a vacancy is filled by a bargaining unit member of any Board that is party to this Agreement, the employee shall retain accrued sick and personal leave, and may retain seniority in accordance with Article 7. If the Superintendent chooses not to recognize the employee's seniority with a different Board that is party to this Agreement, the employee

will be notified when the position is offered. An employee who is in the same classification as the vacancy shall maintain the current step level on the pay scale, and the appropriate step level for those changing classification shall be determined by the Superintendent.

Article 9 - Layoff, Recall, Reduction in Force

- 9.1 Employees who are chosen for layoff may have bumping rights within the bargaining unit of the employing Board in the event that a less senior employee holds a position in the employee's classification. To be eligible, such employees must, in the sole judgment of the Superintendent, be qualified for and capable of satisfactorily performing the work of the least senior employee's position, and must elect to bump the least senior employee in their classification within one (1) week of receipt of notice of layoff. Along with the layoff notice, the Board shall provide the employee selected for layoff with a bargaining unit seniority list and a list of current vacancies for all Boards party to this Agreement. Employees who exercise their right to bump in accordance with this provision shall retain their accrued sick leave and personal leave, step placement on the pay schedule, and seniority.
- 9.2 The Union and employee chosen for layoff shall be given fifteen (15) working days advance notice of any planned layoff. Employees in their probationary period shall be laid off before permanent employees.
- 9.3 Whenever an employee is laid off due to a reduction in force or elimination of the employee's position, the employee's name shall be placed on a recall list for a period of up to fifteen (15) months. The laid off employee shall have the right to be recalled to the classification from which he/she was laid off if such a position becomes vacant in the individual's bargaining unit. In such cases, individuals on the recall list shall be rehired based upon seniority (from highest to lowest), provided that in the sole judgment of the Superintendent, the individual is qualified for the position and can satisfactorily perform the work available.
- 9.4 No person shall be newly employed to a bargaining unit position until all qualified individuals subject to recall in the relevant classification have been offered employment. Such offer shall be sent by certified mail to the individual's last known address. It shall be the laid off individual's responsibility to notify the Superintendent of his/her current address.
- 9.5 An individual who declines an offer of reemployment shall forfeit all remaining recall rights. Failure to respond in writing to a notice of any opening within ten (10) working days after the mailing thereof shall constitute a refusal to accept reemployment and shall result in the employee's forfeiting all remaining recall rights.
- 9.6 Individuals who are recalled must assume their assigned duties within two (2) calendar weeks following receipt of written notice of recall. If an individual fails to assume his or her assigned duties within two (2) weeks, he or she will be considered to have declined recall and shall be taken off the recall list.

- 9.7 Individuals who are recalled and assume their assigned duties in accordance with this section shall be reinstated at the same step level and with such accrued sick leave as that individual had attained at the time of his/her layoff.

Article 10 -Personnel Records

- 10.1 Any employee may, upon request, examine his/her personnel file and may have a Union representative present for such examination, provided that such review shall be scheduled in advance by the employee and the Board's representative. The Union may similarly have access to any employee's records upon presentation of written authorization by the said employee. The employee may request copies of any material contained in his/her personnel file provided that the employee shall be required to reimburse the Board for the reasonable cost of such copies. The employee may submit a written response to any material contained in his/her personnel file.
- 10.2 No written evaluation, written warnings, reprimands, notice of other disciplinary action against an employee, or external correspondence criticizing an employee shall be placed in an employee's personnel file without notice to the employee.

Article 11- Leave Provisions

- 11.1 Sick Leave - Employees shall earn paid sick leave at the rate of one and one-quarter (1.25) days per month worked, up to a maximum of twelve (12) days per year. Leave time approved under paragraph 11.4 shall not be used in calculating sick days earned.
- 11.1a Unused sick days may be accumulated to a maximum of one hundred (100) days, provided the employee remains continuously in the service of a Board that is party to this Agreement. Time on approved leave shall not be considered a break in service.
- 11.1b Paid sick leave may be used for the following reasons:
- (1) personal illness; or
 - (2) enforced quarantine of the employee in accordance with community health regulations; or
 - (3) to meet dental or medical appointments with the approval of the Superintendent.

The Board reserves the right to require medical certification in cases of suspected abuse. For the purpose of this provision, abuse shall be defined to include excessive sick leave use, and using sick leave for the purpose of regularly extending weekends and holidays, among others. A doctor's certificate showing the dates of illness or incapacity may be required after four (4) consecutive working days of absence.

- 11.2 Personal Leave - Each employee shall be permitted a maximum of three (3) school days or the equivalent number of hours in a contract year without loss of pay when absence from work is necessary and unavoidable for any of the following reasons:

- (1) illness in the immediate family (spouse, parent, child, sibling, grandparent, or grandchild) of the employee or the employee's spouse or any other person who is domiciled in the employee's household;
- (2) formal religious observance of a holy day;
- (3) a legal transaction requiring employee's presence; or
- (4) the marriage of an immediate family member (spouse, parent, child, sibling, grandparent or grandchild);
- (5) One day of personal leave will be granted for matters of personal need which cannot be attended to outside the teaching day, such as, but not limited to: graduations, school trips, and college visits. An employee shall not be required to specify, in writing, the nature of such personal leave; however, an employee will be required to verbally notify her/his building principal, and his information shall be held in confidence.

Personal leave days shall not accumulate from contract year to contract year. In the case of extenuating circumstances, the Superintendent may in a particular instance grant additional personal days.

- 11.3 Bereavement Leave - In addition to personal leave, each employee shall be permitted a leave of absence of up to a maximum of three (3) school days in a contract year without loss of pay for a death in the family of the employee or the employee's spouse (spouse, parent, child, or any relative of the employee or the employee's spouse, legal guardians, or any other person who is domiciled in the employee's household) and for attendance at the resulting funeral. Employees may use one (1) of their bereavement leave days for attendance at other funerals. Bereavement leave days shall not accumulate from contract year to contract year.
- 11.4 Family Medical Leave Act - Family Medical leave Act leave shall be granted in accordance with applicable law.
- 11.5 Leave of Absence - An employee may request in writing an unpaid leave of absence with position held with the approval of the Board. "Position held" shall mean that the employee shall be returned to the same work assignment as held at the time of the request. "Position not held" shall mean that the employee has a right only to return to a bargaining unit position of the employing Board. An employee on or returning from leave shall be subject to the provisions of Article 9 - Layoff, Recall, Reduction in Force. An employee may also request a leave of absence for other reasons in writing with position held subject to the Board's approval. The Board may also grant an unpaid leave with position not held. Upon written request by an employee for continuation of paid insurance coverage, the Board will consider and act upon such request.

11.6 Sick Leave Bank - For the purpose of providing additional coverage after exhaustion of individual accumulated sick leave only in the event of serious illness as evidenced by medical certification, the Boards and the Union agree to establish a sick leave bank for each Board.

- (a) Each employee who elects to participate must donate a minimum of two (2) sick days each year into the bank for his/her employing agency. Sick leave donations shall be made on or before October 1 of each year. Donations to the sick leave bank shall be final and irrevocable. Employees who have not donated to the bank in a given school year shall not be eligible for its benefits in that year.
- (b) The bank shall be administered by a committee that will meet when necessary to make a decision on a request to use sick leave from the bank. The committee shall consist of the Superintendent or his/her designee, one representative of the bargaining unit and the School Medical Advisor. Decisions of this committee shall be final and binding and not subject to the grievance process.
- (c) The committee shall use the following criteria in determining a para-educator's eligibility to draw from the bank:
 - Employee must have completed the probationary period
 - Employee must have used all of his/her accumulated sick leave
 - Employee must submit medical evidence that the leave is necessary due to serious and lengthy illness not covered by workers' compensation.
- (d) No employee may draw more than twenty five (25) sick days in a school year, or more than ninety (90) days in a career, upon request to the Superintendent and prior approval by the sick leave bank committee.
- (e) Each Board shall notify the Union and each steward annually, by November 1, of the total number of accumulated sick days available in the sick leave bank.
- (f) Newly hired employees may elect to donate days upon completion of the probationary period.

11.7 Worker's Compensation -

- (a) Whenever a para-educator is absent from work as a result of personal injury caused by an assault or accident arising out of and in the course of his/her employment, the employee shall receive a workers' compensation supplement. The Board shall pay such workers' compensation supplement for a period not to exceed forty five (45) calendar days. The workers' compensation supplement shall equal the difference between the employee's current net straight-time wages less any workers' compensation award for temporary disability due to the said injury for the period in which such wages are paid. An injured employee shall be eligible for the workers' compensation supplement only if the injury was not the result of the employee's negligence or willful misconduct.

- (b) The Board shall have the right at its expense to have the para-educator examined by a physician designated by the Board for the purpose of establishing the length of time the employee is temporarily disabled from performing his/her duties as a result of assault or accident.
- (c) The workers' compensation supplement shall be payable at the time benefits are paid by the compensation carrier and in accordance with the procedures, rules and regulations of the Board and carrier.

Article 12 - Grievance Procedure

12.1 Purpose of Procedure - The purpose of this procedure is to secure, at the lowest possible administrative level, solutions to grievances regarding misapplication and misinterpretation of the contract agreement. Both parties agree that proceedings shall be kept confidential to the extent permitted by law.

12.2 Definitions

- (a) A grievance shall mean a complaint by a para-educator, a group of para-educators, or the Union that there has been a loss or an injury caused by a violation, misinterpretation or misapplication of a provision of this Agreement.
- (b) "Grievant" shall mean any member of the bargaining unit, a group of bargaining unit members similarly affected by a grievance, and/or including the Union as exclusive representative.
- (c) "Days" shall mean school days when school is in session. When school is not in session for a period exceeding two weeks, days shall mean normal working days excluding Saturdays, Sundays, and holidays.

12.3 Time Limits

- (a) If a grievance is not filed in writing at Step 2 of the grievance procedure within fifteen (15) working days after the event giving rise to the grievance, then the grievance shall be considered to have been waived.
- (b) The time limits specified within this Article except for the initial filing may be extended by written agreement of the parties in interest.
- (c) 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.
- (d) Failure by an administrator or the Board to render his/her/its decision within the specified time limit shall be deemed to be a denial of the grievance, and the grievance shall proceed to the next level.

12.4 Procedures – Grievances shall be settled in accordance with the following grievance procedure:

- (a) Step-1 - The aggrieved employee (the “grievant”) and/or his or her Steward or Union representative shall reduce the grievance to writing within fifteen (15) working days of the occurrence of the event giving rise to the grievance, and submit the grievance to the immediate supervisor or Principal. Within ten (10) working days of receipt of the grievance, the immediate supervisor or Principal shall meet with the grievant in an effort to get the grievance resolved immediately.
- (b) Step-2 - If the grievance is not settled in the first step, the grievance may be filed to the next Step with the Superintendent of School within seven (7) days of the Step 1 conference. The Superintendent of Schools and/or his/her designee shall set up a meeting within ten (10) working days of receipt of the grievance. The Superintendent and/or his/her designee will adjust the grievance at once or give a written answer to the Union in writing within ten (10) working days of the Step 2 meeting.
- (c) Step 3 – If the grievance is not settled at the second step, the Union may submit the grievance to mediation before the Connecticut State Board of Mediation and Arbitration (“SBMA”). The request for mediation shall be in writing and must be filed with the SBMA no later than ten (10) school days after receipt of the written answer at Step 2 above, with a copy of such filing to the Superintendent of Schools.
- (d) Step 4 – If the grievance is not settled, the Union may submit the grievance to arbitration before the SBMA or the American Arbitration Association (AAA). The request for arbitration shall be in writing and must be filed with the SBMA or AAA no later than ten (10) calendar days after conclusion of mediation above, with a copy of such filing to the Superintendent of Schools. Provided, however, that either party may require that the grievance be held before the American Arbitration Association.

The sole responsibility of the arbitrator shall be to determine whether any term of this Agreement has been violated, misapplied or misinterpreted, and the arbitrator shall have no power or authority to make any decision that violates, adds to, subtracts from, modifies, or amends any terms of this Agreement. In the event that arbitration takes place, the answer shall be final and binding. Any cost arising from arbitration shall be borne equally by both parties.

12.5 Nothing herein shall be construed as prohibiting an aggrieved party from handling his/her own grievance if he/she desires, but no agreement shall be made that is contrary to any of the terms of this Agreement.

12.6 Copies of decisions rendered in each level of the grievance procedure shall be provided to the Union and the grievant.

Article 13 - Insurance Benefits

13.1 Life Insurance - For employees regularly scheduled to work twenty-five (25) hours per week or more, the Board shall pay ninety-five (95%) percent of the cost of life insurance coverage of forty thousand dollars (\$40,000), and the employee shall pay five (5%) percent of the cost. The Board reserves the right to change the life insurance carrier and coverage at its discretion.

13.2 Health Insurance -

- (a) Para-educators regularly scheduled to work twenty-five (25) hours per week or more for the Board shall be eligible to participate in the Board's health insurance program. The Board shall contribute to the cost of the selected insurance plans in the amounts listed below.
- (b) For employees continuously employed by any Board for ten (10) or more years, the Board shall contribute the percentage of the premium costs listed below depending on the choice of health care plan, whether individual, two-person, or family.

For employees employed fewer than ten (10) continuous years the Board shall contribute the percentage of the premium cost listed below depending on the choice of plan for the individual premium cost, regardless of the particular plan (individual, two-person, or family) selected by the employee.

The Boards may change any insurance carrier/administrator/plan described in this Agreement so long as the new insurance coverage provides an overall level of benefits that remains substantially equivalent to or better than the current insurance coverage. The "substantially equivalent to or better than" standard shall be applied on a program-wide analysis, and shall not be benefit specific.

At least sixty (60) days prior to changing insurance carriers, the Boards or their designee shall notify the Union in writing. Upon request, the parties shall meet to discuss the proposed change. Should the Union and the Boards disagree that the changes proposed would provide substantially equivalent coverage, when viewed in total; the disagreement shall be subject to impartial arbitration before a mutually agreeable member of the American Dispute Resolution Center. If the parties are not able to agree upon an arbitrator, then an arbitrator will be selected in accordance with the ADRC's rules and procedures. The Boards will not change to the new insurance carrier/administrator/plan until the arbitrator's decision has been issued in writing.

Century Preferred PPO Plan

For the 2017-2018, 2018-2019, and 2019-2020 plan years, employees shall have the option of electing to participate in the Century Preferred PPO plan offered by the Board. Effective July 1, 2017, employees shall pay a premium contribution equal to the difference between the PPO annual premium and the cost to the Board of the HSA annual premium (including the Board's cost toward the funding of the HSA annual deductible). The Century Preferred PPO plan shall include the following components:

Office Visit Co-payment	\$25 (\$0 for preventive)
Urgent Care Co-payment	\$75
Emergency Room Co-payment	\$125
Hospitalization Co-payment	\$250
Outpatient Co-payment	\$250
Specialist Co-payment	\$30
<i>Prescription Coverage:</i>	
Retail	\$5/25/40 (for 30-day supply) (Public Sector Option 2)
Mail Order	2x retail co-payment for 90-day supply
Annual Maximum	\$2,000
Out of Network Deductible	\$250/500/750
Out of Network Coinsurance	80% co-insurance after deductible, subject to co-insurance maximum
Out of Network Coinsurance Maximum	\$700/1400/2100
Out of Network Out of Pocket Maximum	\$950/1900/2850
Out of Network Lifetime Maximum	\$1,000,000

The Century Preferred PPO Plan will include the unmarried dependent child rider to age 26.

HSA Plan

Effective as soon as practicable upon ratification, the Boards shall implement a HSA plan, or a high deductible health care plan with a health savings account feature, including the following components:

	In-Network	Out-of-Network
Annual Deductible (individual/aggregate family)	\$2000/4000	
Co-insurance	100% co-insurance after deductible, subject to co-insurance maximum	80% co-insurance after deductible, subject to co-insurance maximum
Co-insurance Maximum (individual/ aggregate family)	\$2000/4000	
Cost Share Maximum	\$4000/8000	

(individual/aggregate family)		
Lifetime Maximum	Unlimited	\$1,000,000
Preventive Care	Deductible not applicable 100% Co-insurance	80% Co-insurance after deductible, subject to co-insurance maximum
Prescription Drug Coverage	Treated as any other medical expense. Effective July 1, 2018, treated as any other medical expense, until the applicable deductible is met, and then \$0/\$25/\$40 deductible shall be applied.	

The Boards will contribute fifty percent (50%) of the applicable HSA deductible amount. The Boards' contribution toward the HSA deductible will be deposited into the HSA accounts in July of 2017. Effective July 1, 2018, the Boards will contribute fifty percent (50%) of the applicable HSA deductible amount in three (3) payments made annually on the Boards' payroll dates, as follows: July (50%), September (25%), and January (25%). The parties acknowledge that the Boards' fifty percent (50%) contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed employees.

The following premium cost sharing provisions shall apply to employees electing the HSA plan during the term of this Agreement:

Effective July 1, 2017, the Boards agree to pay 86% and the employee agrees to pay 14% of the cost of coverage under the HSA plan. Effective July 1, 2018 the Boards agree to pay 85% and the employee agrees to pay 15% of the cost of coverage under the HSA plan. Effective July 1, 2019 the Boards agree to pay 84% and the employee agrees to pay 16% of the cost of coverage under the HSA plan.

Employees enrolled in the HDHP but not eligible to participate in the HSA due to Medicare enrollment or those actively receiving military medical services may continue in the HDHP without any Board contribution into the HSA. However, the HDHP employee premium cost share contribution shall be reduced by the dollar value of what the Board would otherwise have contributed into the HSA. The employee's premium cost share contribution will not be reduced below \$0.

Dental Insurance

Subject to the employee contribution rates applicable to the above-referenced HSA Plan, the Boards shall make available the Full Dental Plan with Rider A (Advanced Basic Benefits).

Vision Rider

Subject to the employee contribution rates applicable to the above-referenced HSA Plan, the Boards shall make available the Vision Rider.

Section 125 Plan

The Boards will make available to employees a Section 125 Plan for payment of the following qualified expenses on a pre-tax basis, to the extent permitted by law:

- a. Insurance premium contribution;
- b. Dependent care assistance (\$5,000 maximum); and
- c. Supplemental medical expense reimbursement (\$2,500 maximum).

- 13.3 Employees may elect to carry the insurance in which they are participating upon retirement at group rates at their own expense, provided the carrier permits.

Article 14 - School Facilities

- 14.1 The Union will have the right to use school buildings at reasonable times at no cost. Requests to use school facilities should be made in advance through the school principal.

Article 15 - Wages

- 15.1 Employees shall be paid hourly wages in accordance with Appendix A. The Superintendent shall establish the step placement of new employees. In making step placement decisions, the Superintendent shall consider years of completed experience in public, private and military dependency schools, other past experience, how recent such experience is and the needs of the district, provided that step placement shall not exceed the new employee's actual experience. The Superintendent or designee shall notify new employees of step placement and wages upon hire.
- 15.2 Employees shall be paid every two weeks for the hours they have worked. If payday falls during Christmas vacation, then the paycheck shall be issued on the day prior to Christmas vacation.
- 15.3 Para-educators will be paid at their hourly rate for time they are required to work, by their principal, director of pupil personnel or superintendent, outside their regular working schedule, e.g. mandatory attendance at open houses, conferences, staff meetings, PPTs, and graduation.
- 15.4 Any union steward or employee required by the Superintendent to leave his/her work assignment to attend an investigative meeting or grievance hearing shall not suffer a reduction in wages for his/her regularly scheduled work hours. Employees who are required by the Board to be a witness at an investigative or grievance meeting that is held after work hours shall be compensated at their regular hourly rate. Union stewards attending such meetings shall only be compensated if they are required to be a witness.

- 15.5 Qualified para-educators who agree to substitute in their assigned classroom, shall be at the rate of one and one-half (1-1/2) times their regular hourly wage for the duration of the assignment.
- (a) "Qualified" shall mean the possession of a Bachelor's degree from an accredited college or university or on the list of employees for whom a waiver has been sought and approved by the State Department of Education.
 - (b) The Superintendent may seek waivers, pursuant to Connecticut Department of Education regulation Sec. 10-145d-4.20 (f). The Superintendent shall exercise his or her discretion to seek waivers on a group basis and shall not seek waivers for some employees who complete waiver forms but not others, provided that in the sole judgment of the Superintendent, the applicant is capable of satisfactorily performing the work of the substitute position.
 - (c) Each employee not in possession of such a degree may complete and submit to the Superintendent the necessary waiver request form, but shall not be required to do so. Waivers apply only to the school year for which they are granted.
 - (d) Each employee may agree to substitute and the employee may decline each assignment.
 - (e) The school principal shall approve each assignment. Each employee shall be apprised of the principal's approval prior to the start of the assignment.
 - (f) "In their assigned classroom" shall mean any classroom in which an employee performs substitute duties for forty-five (45) minutes, or the equivalent of one class period at John Winthrop Middle School, or longer.
- 15.6 Whenever an employee applies for and is granted a position in a different class (e.g. if a para-educator applies for a teaching assistant position), the employee will be paid at the step closest to the employee's then current rate of pay, without producing a decrease in the employee's wage rate, if possible.

- 15.7 Employees shall be eligible for longevity payments based on the following:

<u>Completed Service</u>	<u>Amount</u>
10-14 years	\$250
15 - 19 years	\$300
20 + years	\$350

Longevity payments shall be made in December of each school year.

Article 16 - Retirement/403(b) Deferred Compensation Plan

- 16.1 Employees will be eligible to participate in a 403(b) Deferred Compensation Plan. The Board shall match employee contributions up to a maximum of five percent (5%) of base pay only. Employee contributions will be made on a pre-tax basis. The combined contribution by the Board and the employee will not exceed the maximum allowed by law per year. Employees who elect to participate in the 403(b) Deferred Compensation Plan must enroll prior to February 1 of each school year. The Boards' contribution shall be made in January and upon the issuance of the last paycheck in each fiscal year.

Article 17 - Disciplinary Action

- 17.1 Employee supervision and discipline is the responsibility of the Superintendent or his/her designee, provided that any discipline or discharge shall only be for just cause.
- 17.2 Disciplinary actions shall normally follow this order: (a) verbal warning; (b) written warning; (c) suspension; (d) discharge. Certain infractions may require immediate suspension or discharge.
- 17.3 All suspensions and discharges must be stated in writing with reason(s) included, and a copy shall be given to the employee at the time of such suspension or discharge. The Board shall mail a copy of the notice of suspension or discharge to the Union.
- 17.4 An employee who is being interviewed concerning an incident which may subject him/her to disciplinary action may have an available union representative present. If the employee decides during such an interview he/she needs a union representative, the meeting will come to a close until the available union representative can be present.
- 17.5 Whenever it becomes necessary to discipline an employee and apprise the employee of his/her shortcomings, the supervisor vested with that responsibility shall undertake such talks in a manner that will strive to minimize embarrassment.

Article 18 - Access to Information

- 18.1 The Board agrees to provide information to the Union in compliance with the Freedom of Information Act. This Article shall not be subject to the grievance and arbitration provisions of the Agreement.

Article 19 - Savings Clause

- 19.1 If any section, sentence, clause or phrase of this Agreement shall be held for any reason to be inoperative void or invalid, the validity of the remaining Articles of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement that no Article hereof or provision therein shall become inoperative or fail by the reason of the invalidity of any other Article or provision, and the parties do hereby declare that they would have severally approved of and adopted the Articles contained herein, separately and apart from the others.

Article 20 - Duration

- 20.1 This Agreement shall be effective as of the date of execution and shall remain in full force and effect through June 30, 2020.
- 20.2 Either party may notify the other party in writing of its desire to bargain collectively with respect to the successor agreement; however, neither party shall be obligated to take part in any such collective bargaining session prior to October 1, 2019.

Article 21 - Holidays

- 21.1 The following days shall be designated as paid holidays:

Thanksgiving Day
Day after Thanksgiving
Christmas Day
Day after Christmas
Good Friday
Memorial Day
President's Day
New Year's Day
Martin Luther King, Jr. Day
Labor Day

- 21.2 Employees will be paid for a full day on the last school day prior to the Thanksgiving and Christmas holidays if they are scheduled to work that day, and do so work.

Article 22 - Miscellaneous

- 22.1 Employees of the Regional School District No. 4 Board of Education and the Supervision District who are authorized in advance to use their own vehicle to drive to one school or to another or for school business shall be entitled to be reimbursed for their expenses at the IRS rate.
- 22.2 No employee will be required or obligated to transport children.
- 22.3 Employees who are working on days when schools are ordered closed early or opened late for inclement weather or other such emergencies will be compensated at their full rate as if they were actually working.
- 22.4 On days when students are dismissed early for parent-teacher conferences, mid-terms and final exams, as well as in-service days, para-educators will work a regularly scheduled day.

- 22.5 A para-educator who is routinely required to change students' diapers or otherwise assist students with use of the toilet shall be provided with the proper training for performing such tasks.
- 22.6 A para-educator who routinely works with a special education student with an Individualized Education Program ("IEP") providing for restraint shall be provided with training in proper techniques for restraints.

Article 23 - Employee Protection

- 23.1 Board employees are protected and saved harmless in accordance with Connecticut General Statutes § 10.235. This provision is not subject to the grievance procedure.

Article 24 - Performance Evaluations

- 24.1 Employees shall receive an annual performance evaluation. The employee shall be given a copy of his/her performance evaluation, which he/she is required to sign at the time of receipt. An employee's signature on such form shall not be considered to indicate agreement or approval of the evaluation's content by the employee. The employee shall have the opportunity to attach a rebuttal if he/she is not in agreement with the contents of his/her performance evaluation.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their proper officers, hereunto duly authorized:

SUPERVISION DISTRICT BOARD OF
EDUCATION

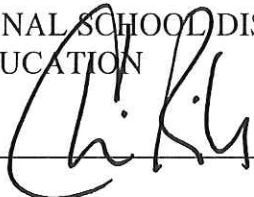
Dated: _____

By 

Chairperson

REGIONAL SCHOOL DISTRICT FOUR BOARD
OF EDUCATION

Dated: _____

By 

Chairperson

CHESTER BOARD OF EDUCATION

Dated: _____

By 

Chairperson

DEEP RIVER BOARD OF EDUCATION

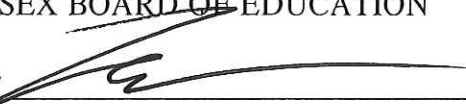
Dated: _____

By 

Chairperson

ESSEX BOARD OF EDUCATION

Dated: _____

By 

Chairperson

MUNICIPAL EMPLOYEES UNION
INDEPENDENT, SEIU, LOCAL 506 (FOR THE
PARAEDUCATOR BARGAINING UNITS IN
SUPERVISION DISTRICT, REGIONAL SCHOOL
DISTRICT FOUR, CHESTER, DEEP RIVER, AND
ESSEX)

Dated: 6/30/17

By 

Appendix A

All hourly wage rates on the wage schedule for para-educators shall be as follows:

Paraprofessionals

2017-18			2018-19		2019-20	
Step	Years of Exp	Hourly Rate	Years of Exp	Hourly Rate	Years of Exp	Hourly Rate
1	0-4	15.43	0-4	15.74	0-4	16.05
2	5	15.76	5	16.08	5	16.40
3	6	16.05	6	16.37	6	16.70
4	7	16.53	7	16.86	7	17.20
5	8	16.72	8	17.05	8	17.39
6	9	17.20	9	17.54	9	17.89
7	10-12	17.73	10-12	18.08	10-12	18.44
8	13-15	18.28	13-15	18.65	13-15	19.02
9	16+	18.82	16+	19.20	16+	19.58

Teaching Assistants

2017-18			2018-19		2019-20	
Step	Years of Exp	Hourly Rate	Years of Exp	Hourly Rate	Years of Exp	Hourly Rate
1	0	18.74	0	19.11	0	19.49
2	1	19.23	1	19.61	1	20.00
3	2-3	19.77	2-3	20.17	2-3	20.57
4	4	20.39	4	20.80	4	21.22
5	5+	20.98	5+	21.40	5+	21.83

Para-educators will receive step increases, if eligible based on their years of experience, on July 1, 2017, July 1, 2018 and July 1, 2019.