

**AMITY REGIONAL SCHOOL DISTRICT NO. 5**

**AND**

**LOCAL 1303-221 OF CONNECTICUT COUNCIL 4  
AFSCME, AFL-CIO**

**SCHOOL PARAEDUCATORS**

**JULY 1, 2018 – JUNE 30, 2021**

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## **ARTICLE I**

### **RECOGNITION AND CHECKOFF**

#### **Section 1.1**

The Amity Regional School District No. 5 Board of Education (hereinafter referred to as the "Board") Recognizes Local 1303-221 of Connecticut Council 4, AFSCME, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union") as the exclusive bargaining representative for employees who work twenty (20) hours or more per week as paraeducators in the Amity Regional Schools.

#### **Section 1.2**

Upon receipt of a signed authorization card, the Board agrees to deduct from the wages of the employee such Union dues and/or initiation fees as may be fixed by the Union in accordance with applicable state and federal laws. The Board shall transmit these monies to the Council 4 office of the Union no later than the fifteenth (15<sup>th</sup>) day of the month following the month in which the dues and/or fees have been deducted, together with a list of employees from whose wages the deductions have been made. The Union agrees to indemnify and to hold the Board harmless against any and all claims, demands, suits or other forms of liability that shall, or may arise out of, or by reason of, action taken by the Board for the purpose of complying with the provisions of this Article.

## **ARTICLE II**

### **RIGHTS OF THE BOARD OF EDUCATION**

#### **Section 2.1**

Unless expressly limited by a specific section of this Agreement, the rights, powers and authority held by the Board under any agreements regarding regionalization, general or special act of the legislature, or other type of lawful provision, over matters involving the Amity Regional School District, including but not limited to full control over the policies, practices, procedures and regulations with respect to employees of the Board covered by this Agreement at all its schools, shall remain vested solely and exclusively in the Board.

## **ARTICLE III**

### **APPOINTMENT**

#### **Section 3.1**

The Board of Education shall employ all employees for the schools and offices. The Union President shall be notified of all new hires.

#### **Section 3.2**

Each new hired employee shall serve a ninety (90) working day probationary period. For purpose of the ninety (90) working days, school recess, workers' compensation, sick days and unpaid leaves shall not be counted. Upon evaluation by their immediate supervisor and the principal of the building to which they are assigned, a recommendation to either retain or

terminate employment shall be made to the Superintendent of Schools or his/her designee. Employees subject to a recommendation to terminate shall be informed, with rationale, of such decision by the Superintendent of Schools or his/her designee and copied to the Union President. During the probationary period, employees are at will employees and are not entitled to access Article 12 of this Agreement in cases of discipline, including suspension and termination. The probationary period may be extended upon mutual written agreement between the Union and the Superintendent of Schools or his/her designee.

### **Section 3.3**

Except in cases of emergency as determined by the Superintendent of Schools or his/her designee, all openings that the Board intends to fill shall be publicized in each school at least ten (10) calendar days in advance of the intended date of filling the vacancy.

Notwithstanding the foregoing, the posting period may be reduced to five (5) calendar days by mutual agreement between the Union and the Superintendent of Schools or his/her designee.

Employees shall be notified by email of any opening that occur during the summer vacation.

### **Section 3.4**

If, in the determination of the Superintendent of Schools or his/her designee, applicants for a posted vacant position have substantially equal qualifications, skills, knowledge and ability, preference shall be given to the most senior qualified bargaining unit personnel employed by the Board, provided such employee has at least one (1) year employment with the Board.

### **Section 3.5**

Notwithstanding the foregoing, positions may be filled on a temporary basis without following the foregoing procedure whenever the timing or the urgency of the situation makes the above procedure impractical. Said temporary basis shall be for no longer than forty-five (45) workdays, except for situations requiring a temporary employee of a longer duration due to circumstances such as FMLA, Maternity Leave and Workers' Compensation. The Board or their designee will first ask for volunteers to fill all temporary positions. In such cases, the Board may employ a temporary employee for more than forty-five (45) workdays. The Union President shall be notified in writing of any such filling of jobs by the District prior to the event taking place.

## **ARTICLE IV** **ATTENDANCE**

### **Section 4.1**

Work schedules shall be determined by the Superintendent of Schools or his/her designee. An employee shall not leave the school to which assigned, during working hours, without the knowledge and approval of the building principal or immediate supervisor.

## **Section 4.2**

When a daily school session is cancelled, employees are not expected to report to work on that day. No employee shall, however, receive pay for said cancelled days.

## **Section 4.3**

When school is dismissed early, paraeducators may be allowed, at the discretion of the Superintendent of Schools or his/her designee, to leave once students are dismissed, with no loss of pay. When school is delayed in opening, paraeducators may report for work at the delayed opening time with no loss of pay.

## **Section 4.4**

All employees are required to attend professional development days.

An employee will be paid his/her hourly rate for the time he/she attends professional development days.

Employees may be excused, in writing, from attendance at the discretion of the Superintendent or his/her designee.

## **Section 4.5**

An employee unable to report to work due to use of a sick day, an unforeseen personal day, a bereavement leave day, or an emergency shall notify a person designated by the District no later than 6:30 a.m. on the morning of such absence. Additionally, the employee shall record such absence on the employee attendance system within twenty-six (26) hours of his/her scheduled start time on the day that she is absent.

# **ARTICLE V** **LEAVE PROVISIONS**

## **Section 5.1**

Part-time employees regularly scheduled to work between twenty (20) and thirty (30) hours per week shall accrue leave time under Article V on a pro-rated basis. In addition, all leave accruals for employees who begin employment after the start of the school year shall be pro-rated.

Paid sick leave shall be granted to employees when they are incapacitated from performance of their own duties by illness, injury or quarantine by public health authorities, up to the employee's maximum accumulated total.

New employees shall earn sick leave at the rate of one (1) day for each calendar month worked, not to exceed twelve (12) working days per contract year. After one (1) year of continuous employment, the employee shall be entitled to the annual sick leave benefit of twelve (12) days per contract year. Unused sick leave is cumulative, for full-time employees, to one-hundred (100) days.

## **Section 5.2**

Sick leave shall commence on the date and at the time of specific notification on the employee attendance system by the employee. Failure of the employee to provide such appropriate notification shall mean the forfeiture of pay for the claimed period.

## **Section 5.3**

For absences in excess of three (3) working days for which sick leave is claimed, the Superintendent of Schools or his/her designee may require evidence in the form of a note from the physician treating the employee for the illness that caused the sick leave. Such note shall state the nature of the illness or injury and the expected duration.

A note from the physician treating the employee for the illness that caused the absence(s) may be requested if a review of the employee's record demonstrates an excessive use of sick leave, an abuse of sick leave and/or a pattern of absenteeism.

Further, a pattern of absenteeism, an abuse of sick leave or an excessive use of sick leave may be the basis for discipline or other appropriate action.

A pattern of absenteeism shall be defined as repeated:

- (a) absences prior to or after weekends (or prior to or after the employee's regularly scheduled last day of work during a calendar week);
- (b) absences prior to or after scheduled days off;
- (c) absences prior to or after holidays;
- (d) the use of sick time intermittently in conjunction with other forms of paid time off;
- (e) absences on the same day every week or month; and
- (f) consistently taking sick days (full day increments or partial day increments) over a period of time (provided, in the event that an employee provides the Board with a note in advance of anticipated medical or dental treatment, such absence shall not counted).

Additionally, an employee out of work for greater than one (1) month shall be required to submit updated status reports from the physician treating the employee for the illness that is causing the absence(s) setting forth updates on the employee's condition and an anticipated return to work date. Such status reports shall be submitted on a monthly basis commencing thirty (30) days after the employee's first day of absence.

## **Section 5.4**

After one (1) full calendar year of employment with the Board in a position covered by this Agreement, a full-time employee shall be accorded three (3) personal or business leave days per

contract year for personal or business requirements that cannot be transacted outside the regular workday. Such days shall be credited to the employee on or about the first day of the school year annually. Employees who commence work for the Board after the first day of the school year of any contract year, shall be credited with up to one (1) day of personal leave for every three (3) full calendar months worked until either: (a) the subsequent first day of the school year; or (b) he/she has been credited with three (3) personal days, whichever occurs first. Personal leave may not be used on consecutive work days unless approved, in advance, by the Superintendent or his designee.

Application for such leave must be made through the employee electronic time keeping attendance system. Personal leave must be approved in advance by the Superintendent of Schools or his/her designee. In an emergency situation, the immediate supervisor may grant a personal day at a shorter notice. Personal leave may not, however, be used the last workday before or the first workday after a vacation or holiday period without the written approval, at the sole discretion, of the Superintendent of Schools or his/her designee.

Personal days shall not accumulate from year to year.

### **Section 5.5**

Employees will be accorded a maximum leave of five (5) days with pay during a fiscal year for the death of each immediate family member; immediate family member is defined as including a parent, spouse, sibling, child or grandchild.

A maximum leave of three (3) days per fiscal year with pay shall be accorded for each death of a grandparent, father-in-law, mother-in-law, brother-in-law and sister-in-law.

One (1) day per fiscal year with pay shall be accorded for each death of an aunt or uncle.

Said leave shall not be deducted from sick leave.

### **Section 5.6**

An employee who is officially summoned for jury duty shall be paid the difference between the per diem salary that he/she currently receives and the compensation received for jury duty. This principle shall apply only for those days when the employee is actually serving as a juror. Whenever the employee is on leave from jury duty, he/she is expected to report to his/her regular work assignment. Upon receipt of a juror questionnaire, its receipt is to be reported by the employee, within one workday, to the building principal. Confirmation of serving jury duty must be submitted to the Building Principal after receipt of documentation from the judiciary of service of jury duty.

### **Section 5.7**

Upon retirement under the Social Security Act, or death, an employee or his/her estate, shall be paid for one-half (½) of all accumulated unused sick days. To be eligible for such payment, the employee must have been in the continuous service of the Board in a bargaining unit position covered by this Agreement for at least ten (10) full school years. Payment for unused sick leave

shall be provided at the per diem rate of the employee on August 30, 2011. Employees hired on or after July 1, 2008 shall not be eligible for sick leave payout under the provisions of Section 5.7 of the Agreement.

### **Section 5.8**

If any illness or injury results in a disability that has prevented the employee from performing the essential functions of the position (with or without a reasonable accommodation) for a period of twelve (12) months or longer, the Board shall have the right to discharge the employee.

## **ARTICLE VI** **UNAUTHORIZED ABSENCE**

### **Section 6.1**

Any unauthorized absence and (regardless of the duration of such time off) may be grounds for discipline, up to and including dismissal.

## **ARTICLE VII** **WORK HOURS AND SCHOOL OFFICE COVERAGE**

### **Section 7.1**

The work year shall be a minimum of one-hundred eighty-three (183) days, which shall include the student school year, at least two (2) days of professional development and Teacher Only Day, and any additional days assigned by the Superintendent of Schools. Notice of the length of the work year will be provided to paraeducators by the end of the prior school year in June.

### **Section 7.2**

Full-time employees shall mean employees who are regularly scheduled at least thirty (30) hours per week. Such hours shall be divided over five (5) days, Monday - Friday, with a duty-free lunch period equal to the student lunch period in the school the paraeducator is assigned to work. Full-time employees shall not be required to have any other unpaid periods of time from the start of the workday to the end of the workday.

The schedule shall be as follows:

Middle School:        7:30 a.m. to 2:22 p.m. (6 hours, 52 minutes – paid for 6 hours 30 minutes, with a 22-minute unpaid break)

High School:         7:30 a.m. to 2:27 p.m. (6 hours, 57 minutes – paid for 6 hours 30 minutes, with a 27-minute unpaid break)

In the event that the schedule changes in any contract year, the Union will be notified in advance of the change and the impact, if any, on the employees work day.

### **Section 7.3**

Employee work schedules shall be set by the Superintendent of Schools or his/her designee. Notice will be provided by the end of the prior school year in June, where possible.

### **Section 7.4**

If, during the life of this Agreement, the Board seeks an alternative work schedule that would include Saturdays as a normal scheduled day, the Board shall first seek volunteers for the new schedule. If there are no volunteers, then the Board may assign bargaining unit members in inverse order of seniority for said schedule.

### **Section 7.5**

Summer school paraeducator positions shall be posted and assigned among bargaining unit members that apply for such positions. The assignment of summer school paraeducator positions shall be determined by the Administration.

## **ARTICLE VIII WAGES**

### **Section 8.1**

Effective July 1, 2018 the salary schedule set forth in Appendix A shall apply to bargaining unit employees.

Effective July 1, 2019 the salary schedule set forth in Appendix A shall apply to bargaining unit employees.

Effective July 1, 2020 the salary schedule set forth in Appendix A shall apply to bargaining unit employees.

### **Section 8.2**

Individual wage increases and increments are based on successful and satisfactory performance evaluations each school year. No employee shall receive an increment during the life of this Agreement.

### **Section 8.3**

The Superintendent of Schools will consider previous experience when placing a new hire on the salary schedule and said decision will not be arbitrary and capricious.

### **Section 8.4**

Paraeducators who are directed to either cover a class temporarily with no teacher present or a period(s) during a workday shall be paid fifteen dollars (\$15.00) if the coverage is for thirty (30)

minutes or more (or twenty-eight minutes (28) or more on scheduled one-half (1/2) days or early dismissal days).

### **Section 8.5**

In order to address remuneration for a para educator either assigned to an overnight field trip or who volunteers (at the request of the Board) to attend an overnight field trip, the following shall be used:

- The para educator shall receive his/her regular hourly wage rate for the day the field trip leaves Amity through the end of his/her regular work day;
- For the overnight of the field trip, the para educator shall receive a stipend of ninety dollars (\$90.00);
- For field trips with multiple overnight stays, the para educator shall receive his/her regular hourly wage rate for each day of the field trip based on his/her regular work day schedule and a stipend of ninety dollars (\$90.00) for each overnight stay;
- On the day the field trip returns to Amity, the para educator shall receive his/her regular hourly wage rate through the time he/she arrives in Amity from the field trip. Accordingly, if the field trip returns to Amity prior to the end of the para educator's work day, he/she will receive his/her hourly wage rate through the time the field trip arrives in Amity and no additional remuneration.
- If the field trip returns to Amity after the end of the para educator's regular work day, he/she shall receive his/her regular hourly rate of pay for such additional hours (or overtime, if applicable), provided, if the field trip returns to Amity after midnight, the para educator shall also be eligible for the stipend of ninety dollars (\$90.00).
- In the event that no bargaining unit employee volunteers for the overnight field trip, the Board may, at its' discretion, use a non-bargaining unit member to attend the field trip.

## **ARTICLE IX GENERAL PROVISIONS**

### **Section 9.1**

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 portions of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement that no portion thereof or provision therein, shall become inoperative or fail, by reason of the invalidity of any other portion or provision, and the parties do hereby declare that they would have severally approved of the adopted provisions contained therein and apart from the other. If any portion of this Agreement is ruled invalid for any reason, the remainder of the Agreement shall remain in full force and effect.

## **Section 9.2**

The Union and the individual employee agree that they shall not organize, participate in, condone or endorse any strike, slowdown or other work stoppage by employees during the term of this Agreement. The Board agrees that it shall not lock out the employees during the term of this Agreement.

## **Section 9.3**

Bargaining unit employees who, on a regular basis, work more than twenty (20) hours per week during an academic year, shall be eligible for the following 401A Plan:

- On a calendar year basis, the Board will contribute the equivalent of five percent (5%) of the employee's base straight time hourly rate of pay (excluding overtime and any insurance waiver) toward a 401(A) Plan established by the Board.

Such contribution will be made in each pay cycle.

- Employees may contribute up to the maximum allowed by the IRS toward such 401(A) Plan.
- In addition to the Board's five percent (5%) contribution, the Board will match the employee's contribution up to an additional one percent (1%).

No loans from the 401(A) Plan are permitted.

An employee who is eligible for retirement benefits from any other State of Connecticut Retirement Plan (i.e. – TRB, MERS) shall not be eligible for the 401(A) Plan.

Vesting for purposes of the Board's contributions shall be five (5) years from the employee's date of hire. In the event that an employee leaves the Board's employment prior to being vesting, the employee shall receive his/her contributions (plus interest).

Employees may make withdrawals from the 401(A) Plan at age 59½.

## **Section 9.4**

Effective July 1, 2018, all bargaining unit employees shall be paid via direct deposit. Accordingly, all bargaining unit employees shall provide the Board with the necessary information for such direct deposit.

Additionally, all employees shall receive pay stubs and federal and state wage reporting forms and information issued by the Board electronically.

## **ARTICLE X NONDISCRIMINATION**

### **Section 10.1**

There shall be no unlawful discrimination against any employee by either the Board or the Union in accordance with applicable state and federal laws.

An alleged violation of this provision shall not be subject to the grievance and arbitration process.

## **ARTICLE XI STAFF REDUCTIONS**

### **Section 11.1**

When a reduction in personnel occurs, the least senior employee shall be laid off first, provided the remaining employees are, in the opinion of the Superintendent of Schools or his/her designee, qualified and able to perform the work.

### **Section 11.2**

Seniority for the purpose of vying for positions for reasons of layoff, reduction and/or abolishment of position(s), is defined as the total number of years of continuous full-time service in the employ of the Board in a bargaining unit position covered by this Agreement. Seniority for continuous part-time service shall be granted on a pro rata basis.

### **Section 11.3**

An employee who has been laid off shall have recall rights, in order of seniority, to vacancies in the job classification from which the employee was laid off for a period of twelve (12) months from the date of layoff. Months shall be defined as months when school is in session. An employee shall forfeit any recall rights if he/she has refused an offer of re-employment by the Board within such layoff period, or has failed to respond within seven (7) workdays of the mailing (by certified mail, at the employee's last known address) of an offer of re-employment.

## **ARTICLE XII GRIEVANCE AND ARBITRATION PROCEDURE**

### **Section 12.1**

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems that may arise with respect to wages and other conditions of employment expressly provided for in this Agreement. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure, subject to the provisions of applicable law.

Nothing contained herein shall be construed to prevent discussion by any person(s) with his/her (their) immediate supervisor, and/or principal, and/or Superintendent of Schools of a complaint, problem or issue.

## **Section 12.2**

A "grievance" shall be defined as a misapplication or misinterpretation of a specific term of this Agreement. All grievances shall be in writing and must be filed at Level One, with a copy to the Superintendent of Schools or his/her designee, within ten (10) days of the act or omission, which is the basis of the complaint. The written grievance shall specifically state the facts of the complaint, the specific term of the Agreement alleged to have been misapplied or misinterpreted and the relief requested.

## **Section 12.3**

### **Level One**

The written grievance shall be taken up by the employee and/or his/her representative and the principal at a meeting within five (5) workdays of the submission of the grievance to the principal. The principal shall answer the grievance within five (5) workdays of that meeting.

### **Level Two**

If the grievance is not resolved, the Union, within five (5) workdays of the receipt of the principal's answer, or within five (5) workdays of the deadline for such answer if no such answer is received, may file a written appeal with the Superintendent of Schools or his/her designee. The Superintendent of Schools or his/her designee shall hold a meeting within ten (10) workdays of the receipt of the written appeal and shall issue an answer in writing within ten (10) workdays of the meeting.

### **Level Three**

If the grievance remains unresolved, the Union may, within five (5) workdays of receipt of the Superintendent of School's answer, or within five (5) workdays of the deadline for such answer if no such answer is received, file a written appeal with the Board. The Board (or a committee designated by the Board) shall, at the next regularly scheduled Board meeting subsequent to the filing of the grievance, meet to review the written appeal and shall answer it in writing within fifteen (15) workdays of the meeting.

## **Section 12.4**

It is agreed that time is of the essence in the grievance procedure. All time limits, however, may be extended by written agreement between the parties on a case by case basis, except for the original filing of the grievance.

### **Section 12.5**

Failure by the grievant or Union to appeal the grievance to the next level within the specified time period shall be deemed an acceptance of the answer at that level. Failure of the Board or administration to answer within the time limits specified above shall allow the grievant or the Union to proceed to the next level.

### **Section 12.6**

Any unresolved grievance may be submitted to arbitration if requested by the Union within ten (10) calendar days of receipt of the decision of the Board.

### **Section 12.7**

The request for arbitration shall be in writing and shall be submitted to the Superintendent of Schools or his/her designee within the required time period.

### **Section 12.8**

Arbitration shall be conducted by a mutually agreed upon arbitrator or arbitration panel. If the parties cannot reach agreement on the forum for the arbitration hearing, the Union shall file the grievance with the State Board of Mediation and Arbitration. The hearing shall be conducted under the rules and regulations in effect at the time of said filing.

The arbitrator shall be bound by and must comply with all of the terms of this agreement. The arbitrator shall not have the power to add to, delete from, or modify in any way any of the provisions of this Agreement.

### **Section 12.9**

The cost of arbitration shall be shared equally by the Board and the Union.

## **ARTICLE XIII** **DISCIPLINE**

### **Section 13.1**

Any disciplinary action that results in a loss of pay for the employee being disciplined (e.g., suspension, demotion or dismissal) shall be for just cause.

### **Section 13.2**

Should any employee need to be questioned about matters that may result in disciplinary action being taken, he/she shall have the right, upon request, to Union representation before questioning begins.

### **Section 13.3**

Written notice of the formal disciplinary action (suspension, demotion or dismissal) shall be sent to the employee by certified mail or served in person. A copy of such notice shall be provided to the Union President within twenty-four (24) hours of the notice to the employee.

## **ARTICLE XIV** **INSURANCE**

### **Section 14.1**

A. The Board agrees to pay the amounts set forth in this section for full-time employees for single coverage under the health insurance plan set forth below with the employee paying the remaining costs for any additional coverage via a method agreed to between the Board and the employee.

The Board also agrees to pay, for full-time employees, the percentages set forth below for single coverage under the vision and dental plans, with the employee paying the remaining costs for any additional coverage via a method agreed to between the Board and the employee.

Participation in the insurance plans described in this Article shall be subject to any and all eligibility requirements of the carrier and/or plan administrator.

The Board shall have the right to self-insure for any of the insurance benefits described in this Article and/or to change administrators/carriers/plans for any of the insurance benefits, provided that the overall level of benefits remains substantially comparable to the overall level of benefits in effect immediately preceding any such change.

Eligible employees may participate in the following plans:

The High Deductible Health Plan ("HDHP") described below shall be the insurance plan.

The Board agrees to pay for single coverage with the employee paying the remaining costs for any additional coverage by payroll deduction for an eligible employee in the first year of his/her employment with the Board who is scheduled to commence work at the beginning of the school year.

Such employee shall be eligible to enroll in the PPO Plan offered by the Board (as determined by the Board) with a buy-up from the HDHP Plan through December 31<sup>st</sup> of his/her first year of employment.

The buy up shall be based on the dollar amount contributed by the Board toward the premium for the HDHP for single coverage with the employee paying the remaining costs for coverage by payroll deduction.

Effective January 1<sup>st</sup> of such employee's first year of employment, he/she shall be offered the HDHP.

## **HDHP**

Effective in each contract year, the HDHP shall include the following components:

	<b>In-Network</b>	<b>Out-of-Network</b>
Annual Deductible (individual/aggregate family)	\$2,000/\$4,000	
Co-insurance	90%/10% after deductible up to cost share maximum	70%/30% after deductible up to cost share maximum
Cost Share Maximum (individual/aggregate family)	January 1, 2018 – December 31, 2018: \$2,750/\$5,500 (in network) \$4,000/\$8,000 (out of network)  January 1, 2019 – December 31, 2019: \$2,750/\$5,500 (in network) \$4,000/\$8,000 (out of network)  January 1, 2020 – December 31, 2020: \$2,750/\$5,500 (in network) \$4,000/\$8,000 (out of network)	
Lifetime Maximum	Unlimited	\$1,000,000
Preventive Care (as defined by the medical plan administrator)	Deductible and co-insurance not applicable	30% co-insurance after deductible, subject to co-insurance limits
Prescription Drug Coverage	Subject to co-insurance of 90%/10%	

In the event that an employee is ineligible for a health savings account, he/she shall be offered a health reimbursement account.

An employee shall receive a prorated contribution toward his/her HSA (single coverage), if the employee: (a) is hired by the Board after the commencement of the applicable plan year; or (b) he/she elects health insurance after the commencement of the plan year due to a change in status.

The prorated amount of the contribution shall be based on the first day that the employee is covered under the plan through June 30<sup>th</sup> of the applicable contract year.

The Board will fund the following percentages of the individual HSA deductible amount (on a calendar year basis).

2018	50%
2019	50%
2020	50%

The Board's contribution toward the HSA deductible will be deposited into the HSA accounts on or about January 1<sup>st</sup> (fifty percent (50%) of the Board's contribution) and on or about July 1<sup>st</sup> (fifty percent (50%) of the Board's contribution) on an annual basis. The parties acknowledge that the Board's 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 paraeducators. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment.

The following premium cost sharing provisions shall apply to employees electing the HDHP plan (single coverage) during the term of this Agreement (on a contract year basis):

	<b><u>Board</u></b>	<b><u>Employee</u></b>
July 1, 2018 - June 30, 2019	96%	4%
July 1, 2019 - June 30, 2020	95%	5%
July 1, 2020 - June 30, 2021	94%	6%

The premium share contribution for individual coverage for vision and dental benefits shall be:

	<b><u>Board</u></b>	<b><u>Employee</u></b>
July 1, 2018 - June 30, 2019	89%	11%
July 1, 2019 - June 30, 2020	88%	12%
July 1, 2020 - June 30, 2021	87%	13%

Commencing during the July 1, 2018 - June 30, 2019 contract year, on an annual basis, in the event that a paraeducator on the Board's health insurance plan completes a health risk assessment (as set forth below), his/her premium share for the ensuing contract year shall be reduced by one percent (1%).

Accordingly, by way of example, in the event that the paraeducator completes a health risk assessment during the July 1, 2018 through June 30, 2019 contract year, the paraeducator will receive a one percent (1%) reduction in his/her premium share contribution for the July 1, 2019 through June 30, 2020 contract year.

On July 1<sup>st</sup> of the subsequent contract year, the premium share set forth herein shall be in effect for the paraeducator. Accordingly, the reduction in the premium share by one percent

(1%) shall be based on the then current premium share negotiated by the parties for the contract year in question, as set forth herein.

The information included on the health risk assessment will not be provided to the Board. The only information provided by the carrier to the Board is whether the health risk assessment was completed.

The health risk assessment shall be comprised of:

- An annual physical (that includes height and weight measurements in order to calculate the individuals body mass index (BMI) and any tests related to such physical including systolic and diastolic blood pressure, total cholesterol, HDL cholesterol and Glucose);
- An annual dental examination;
- A vision exam (in accordance with the frequency requirements of the health care provider);
- Women's Wellness (a mammogram and/or clinical breast exam in accordance with the age and gender based preventive care schedule in place through the Board's health insurance carrier); and
- Applicable cancer screenings (in accordance with the age and gender based preventive care schedule in place through the Board's health insurance carrier).

B. Vision Care 98 with annual eye exams.

C. Blue Cross Full-Service Dental Plan, including Additional Basic Benefits Rider "A" and the Unmarried Dependent Child Rider Age 19 through 24.

D. Full-time employees may, at their own expense, purchase family health insurance coverage at group rates, under either the PPO plan or the HDHP (as elected by the employee). Part-time employees working between twenty (20) and thirty (30) hours per week may, at their own expense purchase either individual or family health insurance coverage under the plans described in this Article, at their own expense, at group rates.

E. Board agrees to pay fifteen thousand dollars (\$15,000.00) life insurance for full-time employees.

#### **Section 14.2**

The employee may elect to waive all health insurance benefits and, in lieu thereof, be remunerated in the amount of twenty-five percent (25%) of the premium saved by the Board at the time of the waiver because of said waiver to a maximum annual cost to the Board of two thousand two hundred fifty dollars (\$2,250.00). Such remuneration shall be paid twice per year, on or about December 1<sup>st</sup> and June 1<sup>st</sup>. An employee choosing this option shall be able to change his/her option no later than thirty (30) calendar days from the date of the significant change in

the employee's circumstances, such as divorce, death of a spouse, etc., which warrants such a change. Such request for change must be submitted, in writing, to the director of financial services prior to the expiration of such thirty (30) calendar day time frame. In the event that an employee re-enrolls for health insurance benefits, he/she must reimburse the Board a pro-rated amount of the waiver he/she received for such plan year. The reimbursement shall be deducted from the employee's pay over a number of pay periods agreed to by the Board and the employee. Under such circumstances, the employee shall submit the necessary authorization for the deduction. If the Board and the employee cannot agree to a period of time for the reimbursement, the employee shall submit the reimbursement to the Board within two (2) weeks of the date he/she re-enrolled. Upon receipt of the revocation of waiver, coverage by the insurer shall be subject to any regulations of the carrier, including waiting periods and proof of insurability, which may then be in effect. Waivers under this section are subject to the approval of the applicable insurance carrier.

### **Section 14.3**

If, upon notification by the District to the employees, there are not at least nine (9) positions that would qualify employees for the aforementioned medical coverage as full-time employees, employees shall be allowed to bump to these positions based on their seniority in accordance with Article XI, Section 11.2 of the collective bargaining agreement.

### **Section 14.4**

Upon retirement under social security, an employee shall have the option of continuing in the group insurance programs described in this Article at his/her own expense up until age 65.

## **ARTICLE XV** **HOLIDAYS**

### **Section 15.1**

Effective upon the execution of this Agreement, employees shall be eligible for the following paid holidays:

Labor Day	New Year's Day
Columbus Day	Martin Luther King Day
Thanksgiving Day	President's Day
Day after Thanksgiving	Memorial Day
Christmas Day	

Holidays shall be observed in accordance with the annual school calendar.

### **Section 15.2**

In order to qualify for holiday leave, an employee shall have worked on the last regularly scheduled workday prior to and the next regularly scheduled workday following the holiday, unless the employee is on previously approved paid leave, as authorized, in writing, by the

Superintendent of Schools or out on either bereavement leave (as set forth under Article V, Section 5.5) or jury duty (as set forth under Article V, Section 5.6).

If school is in session on any of the holidays set forth under Article XVI, Section 15.1 and the Board requires the employee to work on such day, the employee will receive: (1) his/her regular hourly rate of pay for all work performed on such holiday; and (2) a floating holiday to be used by the end of the school year.

## **ARTICLE XVI** **PARAEDUCATOR SUPERVISORY POLICY**

### **Section 16.1**

Employees shall be responsible to their immediate supervisor and shall be evaluated by that supervisor and the building principal.

## **ARTICLE XVII** **DURATION**

### **Section 17.1**

The provisions of this Agreement shall be effective upon execution, except where otherwise noted, and shall continue and remain in full force and effect to and including June 30, 2021.

IN WITNESS WHEREOF, the parties hereunto have caused these presents to be executed by their proper officers, hereunto duly authorized and their seals affixed hereto, as of the date and year indicated.

If the total cost of a group health plan or plans offered under this Agreement meets the thresholds that would trigger an excise tax under the Internal Revenue Code Section 4980I, the parties agree to reopen this Agreement for the sole purpose of negotiating over health insurance.

**AMITY REGIONAL SCHOOL  
DISTRICT NO. 5 BOARD OF  
EDUCATION**

**SCHOOL PARAEDUCATORS,  
LOCAL 1303-221 OF CONNECTICUT  
COUNCIL 4, AFSCME, AFL-CIO**



Date: Dec. 10, 2018



Date: 11/30/18

*Joyce L. Cap*  
11/30/18

## APPENDIX A

<b>2.25%</b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>	<b><u>Step 4</u></b>
<b>2018-2019</b>	17.94	18.34	18.75

Exception A: 20.24

Exception B: 24.03

Exception C: 19.06

Employees on steps 1, 2 and 3 of the salary schedule as of June 30, 2018 shall move up one (1) step effective July 1, 2018. Employees on step 4 of the salary schedule as of June 30, 2018 shall move to Exception C effective July 1, 2018.

<b>2.25%</b>	<b><u>Step 3</u></b>	<b><u>Step 4</u></b>
<b>2019-2020</b>	18.34	18.75

Exception A: 20.70

Exception B: 24.57

Exception C: 19.49

Employees on step 2 and 3 of the salary schedule as of June 30, 2019 shall move up one (1) step effective July 1, 2019. Employees on step 4 of the salary schedule as of June 30, 2019 shall move to Exception C effective July 1, 2019.

<b>2.25%</b>	<b><u>Step 4</u></b>
<b>2020-2021</b>	18.75

Exception A: 21.17

Exception B: 25.12

Exception C: 19.93

Exception D: 19.17

Employees on step 3 of the salary schedule as of June 30, 2020 shall move up one (1) step effective July 1, 2020.

Employees on step 4 of the salary schedule as of June 30, 2020 shall move to Exception D as of July 1, 2020.

**New Hires:** The Board may, at its discretion, pay new members of the bargaining unit anywhere between eighty-five percent (85%) and one hundred percent (100%) of the lowest step of the applicable salary schedule (with progression to one hundred percent (100%) of the step (plus the employee receives step movement, if applicable) no later than four (4) years in equal percentage increases over such time period (i.e. 85%, 90%, 95% and 100% of the next step)).

