



AGREEMENT

between the

AVON BOARD OF EDUCATION

and

CSEA, SEIU LOCAL 2001

on behalf of the

AVON PARA-EDUCATORS

JULY 1, 2017 - JUNE 30, 2020

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ARTICLE 1 - PREAMBLE

This Agreement is made by and between the Avon Board of Education and CSEA, SEIU Local 2001, Union on behalf of the Avon Para-Educators.

ARTICLE 2 - RECOGNITION

The Board recognizes CSEA, SEIU Local 2001 for the purposes of professional negotiation as the exclusive representative for all employees in the unit consisting of all employees of the Board engaged in Para-Educators work which includes classroom assistance, clerical and office assistance, in the public school system of the Avon Board of Education. The Board agrees that each member of the Union will be afforded equal opportunity and treatment.

- A. The Union accepts such recognition and agrees to represent all employees covered by this agreement as provided by CT statutes.
- B. It is the intent and purpose of the parties hereto that their agreements promote and improve the quality of each Union member's work for the Avon Board of Education, provide for orderly professional negotiation between the Board and the Union, and secure prompt and fair disposition of grievances so as to promote positive influences upon the operation of the school program.

ARTICLE 3 - BOARD RIGHTS AND RESPONSIBILITIES

The Board of Education has and will continue to retain, whether exercised or not, all powers specified in Conn. Gen. Stat. Sec. 10-220, which is incorporated herein by reference, and has and will continue to retain exclusively whether exercised or not, all of the rights, powers and authority not specifically relinquished, abridged, or limited by the provisions of this agreement; it shall have the sole right, responsibility and prerogative of management of all of the affairs of the schools and the direction of the working forces including but not limited to the following:

- A. To determine the care, maintenance and operation of its facilities and equipment used for and on behalf of the purposes of the Board of Education.
- B. To establish or continue policies, practices and procedures for the conduct of school business, and from time to time, to change or abolish such policies, practices, or procedures, provided the employees are notified in writing of such changes.
- C. To employ, transfer, promote or demote employees for just cause, or to lay off, terminate, otherwise relieve employees from duty for lack of work,

budgetary cuts or other legitimate reasons when it should be in the best interest of the Board or of the schools.

- D. 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 schools, provided the employees are notified in writing of such rules.
- E. To establish job descriptions and job classifications, and, from time to time, change such job descriptions and job classifications, and to ensure that incidental duties connected with school operations, whether enumerated in job descriptions or not, consistence with the overall job duties of a Para-Educator shall be performed by the employees.
- F. To establish contracts or subcontracts for school operations, provided that this right shall not be used for the purposes or intentions of undermining the Union or of discriminating against its members or of reducing Union or employees' hours.
- G. The above rights, responsibilities and prerogatives are inherent in the Avon Board of Education and the Superintendent of Schools and are not subject to delegation in whole or in part.

ARTICLE 4 - WORKING CONDITIONS

- A. Vacancies covered by this agreement shall be announced to the Union five (5) working days prior to general posting. The Board will also post vacancy notices on the district's website. Whenever possible, Union members shall be given preference for a permanent position. Appointment to the vacancy shall be at the discretion of the Superintendent of Schools or his/her designee with consideration given to qualifications and experience. Candidates will be selected on the basis of training, experience, references, and interview.
- B. Employees may apply for transfers at the time of announcement of job openings. In making transfers, consideration will be given to required qualifications and satisfactory past performance, as well as an interview with the prospective supervisor, although the final decision will rest with the Superintendent of Schools or his/her designee. All other qualifications being equal, as judged by the Superintendent of Schools or his/her designee, seniority will prevail if two (2) or more staff members apply for a given vacancy. The President of the Chapter shall be notified within 5 days when vacancies have been filled and by whom. The notification shall also include the rate of pay and the work location.

- C. The Superintendent of Schools or his/her designee shall place new hires on the salary schedule, taking into account training, experience and other relevant qualifications. No new employee shall be placed at a higher step on the salary schedule than an existing employee with equivalent training, experience and qualifications.
- D. If schools are closed or opened prior to the regularly scheduled time due to any emergency or necessity, employees can leave or be called to their work assignments at a time that is determined only by the Superintendent of Schools or his/her designee. Bargaining unit members who are released early by the Superintendent of Schools or his/her designee shall receive no loss of pay. Employees reporting to work after a delayed opening will make every effort to be at their work station on time, but no later than 20 minutes before children are scheduled to arrive at school. However, the employee will suffer no loss of pay as a result of a delayed opening.
- E. New employees shall be considered probationary for a period of sixty (60) school days from the date of hire. Such employees may be discharged at will during the probationary period and such discharge shall not be subject to the grievance or arbitration procedures.
- F. Professional development and/or training time at Board expense will be provided when needed as determined by Superintendent of Schools or his/her designee, Director of Pupil Services, or School Administration. A calendar and schedule of professional development activities will be developed at the beginning of the school year and as the need arises during the school year. One professional development will occur the day before the opening of the student school year to coincide with a teacher workday also to be held on this day. Meetings between case managers and Para-Educators will also be held on this day. Para-Educators will also receive paid professional development days to coincide with the teachers' professional development schedule after the school year begins. Para-Educators will receive their hourly rate of pay for any required training that occurs beyond their assigned work day or year.

If Para-educator training is not provided on teacher-parent conference days, then Para-Educators may remain at school for the remainder of their work day provided the work is initiated by the case manager, approved by the school administration, and must be related to a child's Individual Education Program.

- G. **Work Schedule** - The work schedule for a Para-Educator employee will consist of all student days, plus five (5) scheduled teacher in-service days during the school year, plus one (1) in-service day to coincide with a teacher workday before the opening of school, and such additional days as are determined to be necessary by the Superintendent of Schools or his/her Central Office designee, and such additional days as are determined to be necessary by the Superintendent of Schools or his/her Central Office designee. Para-Educators will receive one-half hour unpaid lunch. Para-Educators who work eight (8) or more hours on any given day shall also receive a fifteen (15) minute break with pay on those days only.
- H. **Overtime** - Overtime will be paid in accordance with applicable State and Federal laws. No employee shall be entitled to nor requested to work any overtime for any hours beyond the scheduled working hours unless prior approval for the extra hours is given by the Superintendent of Schools or his/her designee.
- I. Each bargaining unit member covered by this agreement shall receive, in writing, from the Business Office, no later than September 1 of each year, confirmation of the number of sick days accumulated.
- J. **Separation from employment**
1. Any bargaining unit member who voluntarily leaves the employment of the Board shall give the Board two (2) weeks advance notice in writing.
 2. If the Board intends to dismiss an employee other than for job-related misconduct or just cause, a two-week notice of termination or pay in lieu of notice thereof shall be given to the employee.
- K. Para-Educators may be transferred within the school system at the sole discretion of the Superintendent of Schools or his/her designee. In order to request a change of assignment for the following school year, a Para-Educator must file a written request for transfer of assignment, stating the reasons for such transfer, with the Superintendent of Schools or his/her designee not later than May 1.

Para-Educators will be notified in writing by July 1 of their assignment for the next school year. Involuntary transfers will be notified both in writing and in person by the building principal, Director of Pupil Services or Superintendent of Schools or his/her designee by July 1.

- L. Para-educator employees will be required to have a Mantoux test for tuberculosis detection before employment. A follow up chest x-ray will be required if the Mantoux test indicates a positive reaction. Any Para-Educator previously described shall be required to have a Physical Exam and Tine test every three (3) years, administered by the school nurse at Board expense. Positive reactors must have a chest x-results and the radiologist's written report sent to the Superintendent of Schools or his/her designee.
- M. Para-Educators may be assigned to supervise individual students, or groups of students, or a classroom of students as approved by the Principal, Superintendent of Schools or his/her designee.

ARTICLE 5 - LEAVE PROVISIONS

- A. JURY DUTY- Any employee required to appear for jury duty shall be granted a leave of absence for the duration of said duty and shall be paid the difference between earned salary and the amount received for jury duty. Such leave must be requested through the building principal and approved by the Superintendent of Schools and his/her designee forty-eight (48) hours in advance. Jury Duty certificate must be provided as proof of service.
- B. PERSONAL LEAVE- Where absence from service is necessary and unavoidable, and where to the extent practical notice is given in advance, employees shall be permitted one personal day a year, non-accumulative with pay subject to approval of the principal. Beginning with the second school year of employment, employees shall be eligible for up to two (2) personal days, non-accumulative with pay subject to the approval of the principal. Such leave must be requested 48 hours in advance except in case of an emergency through the building principal and approved by the Superintendent of Schools and his/her designee.

For part time employees, personal time will be prorated on the approved part time hours worked to the full time equivalent of 32.5 hours per week.

- C. PREGNANCY LEAVE - An employee who becomes pregnant, has a miscarriage, gives birth to a child, or has any conditions related thereto may take a leave of absence with pay to the extent of accrued sick leave for the duration of actual physical disability, ordinarily not to exceed six (6) weeks. In certain circumstances, medical complications may require a leave of longer duration. Upon the exhaustion of accrued sick leave, such employee may take the balance of the leave for the reasonable duration of disability

without pay with the approval of the Superintendent of Schools or his/her designee. During leave, if all sick pay has been exhausted, the employee is not entitled to holiday pay during an unpaid period.

- D. **FAMILY OR MEDICAL LEAVE** - Shall be administered in accordance with the Family Medical Leave Act (FMLA) in effect. FMLA shall run concurrently with any other available paid leave. During leave, if all sick pay or personal leave has been exhausted, the employee is not entitled to holiday pay during an unpaid period.
- E. **WORKERS COMPENSATION** - Whenever an employee covered by this Agreement is entitled to receive Workers' Compensation benefits, full salary, less the amount of weekly compensation, shall be paid. The entitlement under this provision shall not exceed forty-five (45) days of leave.
- F. **SICK LEAVE** - Employees in their first year of employment with the Board shall be eligible for up to four (4) sick days with pay, employees in their second, third or fourth year of employment with the Board shall be eligible for up to eight (8) sick days with pay, and employees in their fifth year or more of employment with the Board shall be eligible for up to twelve (12) sick days with pay. Unused sick leave for employees may accumulate from year to year, provided that the employee remains continuously in the service of the Board and further provided that such authorized accumulation shall not exceed one hundred twenty (120) days.

For part time employees, sick time will be prorated on the approved part time hours worked to the full time equivalent of 32.5 hours per week.

In cases of extreme hardship, the Board, on the Superintendent of Schools or his/her designee recommendation, may grant up to thirty (30) days of additional leave to such employee, with or without pay. The decision of the Superintendent of Schools or his/her designee and/or Board shall be final and shall not be subject to the grievance procedure.

In the event of absence of any employee for illness in excess of five (5) consecutive working days, the Superintendent of Schools or his/her designee may request the filing of a doctor's certificate. The Superintendent of Schools or his/her designee also may, if he or she believes that there is an abuse of sick leave, require a doctor's certificate or an examination, at the Board's expense, by an independent physician selected by the Board.

First year employees who resign prior to the end of the year will have deducted from their salary unearned but used sick leave except if the resignation is for medical reasons as evidenced by a doctor's certificate. First year employees will earn sick leave at the rate commensurate with their employment.

- G. **OTHER LEAVES** - Absence may be allowed for visiting days, attendance at conventions, educational conferences and/or other forms of professional development without pay deduction, if approval is requested through the building Principal and granted by the Superintendent of Schools or his/her designee.

Other unpaid extended leaves of absence may be granted at the discretion of the Superintendent of Schools or his/her designee if it is in the best interest of the school system and does not interfere with the welfare of the children. Requests for such leave must be made in writing to the Superintendent of Schools or his/her designee and shall include a statement of the reason(s) for the leave and the length of the leave required. Any person returning from an extended unpaid leave, other than under the Family Medical Leave Act, shall be assigned to a vacant position, if any, for which the person is qualified.

- H. **UNION LEAVE** - A designated member of the grievance committee and the grievant shall be granted time off from duty for all meetings between the Board, or representatives thereof, and the Union, for the purposes of processing grievances or prohibited practices to their respective final stages, and said employees shall receive full pay.
- I. **BEREAVEMENT LEAVE** - An employee shall be entitled to three (3) days of bereavement leave per year following the death of an immediate family member; an immediate family member includes Para-Educators spouse, child, parent, any other family member or close friend. Such leave should be related to but not necessarily limited to attendance at a funeral and the activities in connection with the funeral. Additional bereavement days will be at the discretion of the Superintendent of Schools or his/her designee.

ARTICLE 6 - HOLIDAYS

Para-Educator employees shall be granted the following paid holidays:

1. Labor Day (Only if School is in Session prior to Labor Day)
2. Columbus Day
3. Thanksgiving
4. Christmas Day- December 25
5. New Year's Day
6. Martin Luther King Day
7. President's Day
8. Good Friday
9. Memorial Day

Para-Educators working part-time will be paid 1/5 of their weekly wage for all paid holidays.

Paid holidays occurring on Saturday shall be observed on the preceding Friday, provided there is no school on said Friday. Paid holidays occurring on Sunday shall be observed the following Monday, provided there is no school on said Monday.

In the event a holiday occurs when school is in session, the employee shall be entitled to an additional day with pay.

ARTICLE 7 - GRIEVANCE PROCEDURE

A. Purpose:

The purpose of this procedure is to secure, at the lowest possible administration level, equitable solutions to the problems which may from time to time arise affecting the welfare of working conditions of employees. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

B. Definitions:

- (a) A "grievance" for the purposes of this procedure shall be a claim that there has been a misinterpretation, misapplication or breach of a provision of this agreement.
- (b) For the purpose of this Article, the term "days" during the school year shall mean school days, and during summer vacation shall mean business days.

C. Procedures:

Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum and every effort shall be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

If an employee does not file a grievance in writing within twenty (20) days after he/she knew or reasonably should have known of the act or condition giving rise to the grievance, the grievance shall be considered to have been waived.

Failure by the employee at any level to appeal the grievance response to the next step shall be considered acceptance of the decision rendered at the last level, and such decision shall thereafter be binding upon the employee and the Union. Failure by the administration to respond to a grievance within the specified time shall be deemed denial, and the employee may thereafter proceed to the next step.

STEPS:

Level One – Principal or immediate Supervisor: A member of the Union with a grievance or dispute shall discuss the grievance informally with the immediate supervisor. If that does not resolve the matter within five (5) days, the employee shall present the grievance in writing to his/her immediate supervisor or principal either directly through the Chapter president with the object of resolving the matter informally within fifteen (15) days after receipt of the written grievance.

Level Two – Superintendent of Schools or his/her designee: In the event that such aggrieved member is not satisfied with the disposition of his/her grievance at Level One, or in the event that no decision has been rendered within fifteen (15) days after presentation of the grievance, the employee may file a written grievance with the Superintendent of Schools or his/her designee. Within fifteen (15) days after receipt of the written grievance, the Superintendent of Schools or his/her designee shall meet with the aggrieved member in an effort to resolve it. The aggrieved person may be accompanied by a representative of the Union.

Level Three – Board of Education: In the event that the aggrieved member of the unit is not satisfied with the disposition of the grievance at Level Two, or in the event that no decision has been rendered within fifteen (15) days after submitting the grievance to the Superintendent of Schools or his/her designee, the employee may file a written grievance with the Board of Education or designated subcommittee. Within twenty (20) days after receiving the written grievance, the subcommittee, the Board shall meet with the aggrieved member of the unit for the purpose of resolving the grievance. The aggrieved person must be accompanied by the Chapter President or representative of the Union at this level.

Level Four – In the event that the aggrieved person is not satisfied with the disposition of the grievance at Level Three, the aggrieved person may file a written request with the Union for arbitration. Upon receipt of a request for arbitration, the Union shall determine whether or not the grievance is, in its judgment, meritorious and shall notify the Board of Education of its decision within fifteen (15) days of receiving the request for arbitration. Only the Union shall have the right to submit a grievance to arbitration. If the Union determines that the grievance is meritorious, it shall, within the next succeeding fifteen (15) days, submit a request for arbitration to the American Arbitration Association. The arbitrator selected shall conduct a hearing as soon as possible on the grievance and shall render a decision within thirty (30) days from the date of the hearing. The decision of the arbitrator shall be in writing and shall be final and binding upon the parties. The arbitrator shall hear and decide only the grievance in each case and shall be bound by the provisions of this agreement with no power to add to, modify, or amend any of the terms of this agreement. Costs assessed by the Arbitrator shall be borne equally by the Union and the Board.

The Board and the Union agree that these proceedings shall be kept as informal and confidential as possible.

It is understood that the aggrieved person or persons shall, during and notwithstanding any pending grievance, continue to observe all assignments and applicable rules and regulations of the Board and Administration until such grievance and any effect hereof shall have been disposed of.

Meetings held under this procedure shall be held at a time and place which will afford a fair and reasonable opportunity for all proper persons to be present. Persons proper to be present for the purposes of this article are defined as the aggrieved person, his/her representative, and witnesses.

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

ARTICLE 8 - GENERAL

The Union may call meetings on school property before or after the work day or when the school is not in session providing such meetings do not conflict with other scheduled Town or Board activities or programs and they are booked in advance utilizing the use of school facilities procedures.

The Board of Education shall provide a designated space for the Union to post items on a Bulletin Board in each of the schools of the Avon Public Schools.

ARTICLE 9 – NO STRIKE/NO LOCKOUT

The Union and all employees included in this agreement shall not hinder the Board's operation by strike, work stoppage, work slowdown, or any other concerted efforts by employees to hamper the operations of the Board of Education. The Union agrees that it will not authorize or condone any such attempt, and employees who engage in such attempts may be subject to discipline. The Board shall not pursue a lockout tactic in any part of its operation.

ARTICLE 10 - SAVINGS CLAUSE

In the event that any Article, Section, or portion of this agreement is declared invalid by agreement, statute, or legal process, then such specific Article, Section or portion specified to be invalid shall be deleted. However, the remainder of this agreement shall remain effective. Upon a determination of validity, either party shall have the right to initiate negotiation upon that Article, Section, or portion.

ARTICLE 11 -WAGES

Wages shall be paid in accordance with Appendix A. In years in which step advancement is negotiated, all employees covered by this contract shall advance to the next higher numbered step, except those on maximum, who shall remain at the maximum step. In the event that a new classification is established, the salary range for this category shall be mutually agreed upon. Para-Educators who hold a valid Connecticut teaching certificate, shall receive an additional \$1.00/hour above the regular hourly rate.

Effective and retroactive to July 1, 2017, employees not at maximum step, shall advance one step and there shall be a 1.5% general wage increase.

Effective July 1, 2018, there shall be a 2% general wage increase. There shall be no step advancement.

Effective July 1, 2019, employees not at maximum step, shall advance one step and there shall be a 1.5% general wage increase.

The Board shall provide Physical & Psychological Management Training (PMT) for any Para-Educator who is assigned to a student who demonstrates that he/she is a danger to themselves, their classmates or any staff member. Training shall be provided within thirty (30) days of assignment. If a Para-Educator's assignment requires Physical & Psychological Management Training (PMT), they shall be compensated a stipend of two hundred dollars (\$200) per school year, which shall be paid in June each year that they are required to attend such training.

ARTICLE 12 - HEALTH INSURANCE AND PENSION

Employees with sixty (60) school days of service in the Avon Public Schools who work 30 or more hours per week shall be eligible for participation in the plan offered to employees of the Avon Board of Education. New employee coverage shall begin on the first day of the month that follows the completion of his/her sixty (60) day probationary period.

The Board and employee shall pay the following costs for individual, spouse/other, and family coverage for each employee that meets the eligibility requirements set forth by the Board of Education:

A. Health Insurance:

For the 2017-18 school year, the Board shall offer a POS plan. The plan shall be the same as in 2016-17.

Effective July 1 of Year 2017-2018:

<u>Board Contribution</u>	<u>Employee Contribution</u>
80%	20%

Point of Service Plan

This plan provides a cost-sharing provision for services rendered by a participating provider for employees and eligible dependents, with the following co-pay schedule:

\$200 per hospital admission
\$50 per visit emergency room
\$100 per visit outpatient surgery facility
\$25 per visit home and office preventative health care with unlimited maximum
\$20 per preferred brand prescription drug,
\$5 per generic prescription drug
\$35 per non-preferred brand and 2x mail order
\$2,000 annual maximum per individual.

The prescription drug rider shall include oral contraceptive coverage.

Cost-sharing provisions for services outside the participating provider network are \$200 individual deductible with 20% co-insurance after deductible up to the covered expense maximum of \$4000 per individual, \$8000 per family, except for outpatient nervous/mental care at 50% up to \$2000 per calendar year. The cost share maximum will be \$1000 per individual and \$2000 per family with unlimited lifetime maximum per member.

Effective July 1, 2018, there shall be 2 insurance plans available to eligible employees and their dependents. The Plans shall be a High Deductible Health Plan with HSA

(“HDHP/HSA”) and the Point of Service (“POS”) plan. The HDHP/HSA plan shall be the core insurance plan. For any employee wishing to remain in the POS plan, the Board will contribute toward the cost of that plan an amount equal to the dollar amount contributed by the Board toward the premium of the HSA plan for the employee’s coverage level. Any employee remaining enrolled in the POS plan shall pay the full difference between the dollar amount contributed by the Board and the full cost of the POS plan.

Effective, July 1, 2018, the Board and employee shall pay the following costs for individual, spouse/other, and family coverage in the HDHP/HSA plan for each employee that meets the eligibility requirement set forth by the Board of Education:

For the 2018-19 school year

<u>Board Contribution</u>	<u>Employee Contribution</u>
82%	18%

For the 2019-20 school year

<u>Board Contribution</u>	<u>Employee Contribution</u>
81.5%	18.5%

The HSA shall have the following structure:

	In-Network	Out-of-Network
Annual Deductible (Individual/Aggregate Family)	\$2000/4000	
Co-insurance	0% after deductible	20% co-insurance after deductible, subject to co-insurance limits
Co-insurance Maximum (Individual/Aggregate Family)	\$3,000/6,000 (Out of network Coinsurance and In-network post deductible RX copays)	
Cost Share Maximum (Individual/Aggregate Family)	\$5,000/10,000	

Lifetime Maximum	Unlimited	\$1,000,000
Preventive Care	Deductible waived	N/A
Prescription Drug Coverage	Treated as any other medical expense, Subject to deductible, once deductible is met, then \$5/20/35 copay per prescription	20% co-insurance after deductible, subject to co-insurance limits

The Board will fund fifty percent (50%) of the applicable HSA deductible for each full-time employee who elects coverage under the high deductible/HSA plan (with pro-rated funding of the deductible for part-time employees). For the 2018-19 school year, the Board's contribution toward the HSA deductible will be deposited into HSA accounts in one installment in July. Effective July 1, 2019, the Board's contribution toward the HSA deductible will be deposited into the HSA accounts in two equal installments on or around the first two weeks of July and January. 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 employees. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment. For any plan year in which an employee is enrolled in the high deductible/HSA plan for only a portion of the plan year, the Board's contribution toward the funding of the deductible shall be pro-rated.

Health Reimbursement Account: A Health Reimbursement Account ("HRA") shall be made available for any active employee who is precluded from participating in a Health Savings Account ("HSA") because the employee receives Medicare and/or veterans' benefits. The annual maximum reimbursement by the Board for employee's participating in the HRA shall not exceed the dollar amount of the Board's annual HSA contribution for employees enrolled in the HSA. The Board shall have no responsibility for any administrative and/or monthly costs associated with the set-up and/or administration of the HRA.

The Patient Protection and Affordable Care Act provides under the Internal Revenue Code (IRC) 49801 for the imposition of an excise tax related to employer provided health insurance plans that exceed certain value thresholds. The impact of the excise tax is scheduled to take effect in 2020. Should any Federal or State Statute or regulation be mandated to take effect during the term of this collective bargaining agreement, triggering the imposition of an excise tax with respect to any of the contractually agreed upon insurance plans offered herein, the parties agree to commence mid-term negotiations in

accordance with the Municipal Employees Relation Act. The reopener shall reopen Article 12 only – no other provisions of the agreement shall be subject to these midterm negotiations.

Complete details of all insurance plans will be available in the Business Office and may be examined during regular office hours. Complete details will also be available online. The terms and conditions of these insurance plans determine benefits for eligible employees. This agreement will not alter these plans or grant additional benefits not provided within them. All eligible employees must notify the Business Office of the Avon Public Schools of all changes that would affect their membership status.

The effective date of all insurance programs is determined by the insurance carriers and will be the earliest date the insurance carrier will allow.

B. Dental Insurance

Employees with sixty (60) school days of service in the Avon Public Schools who work 30 or more hours per week shall be eligible for participation in the plan offered to employees of the Avon Board of Education.

For the 2017-18 school year

<u>Board Contribution</u>	<u>Employee Contribution</u>
80%	20%

For the 2018-19 school year

<u>Board Contribution</u>	<u>Employee Contribution</u>
82%	18%

For the 2019-20 school year

<u>Board Contribution</u>	<u>Employee Contribution</u>
81.5%	18.5%

C. Pension Plan

Employees hired on or before July 1, 2015 will be provided with membership in the Retirement Plan for the Board of Education of the Town of Avon and Social Security Benefits. Membership in the pension plan and mandatory contributions to the pension shall be required for all eligible employees between the ages of 22 and 65. The eligibility requirements and conditions of the pension plan are defined in the Retirement Plan for the

Board of Education of the Town of Avon in force for the current year. Effective as soon as practicable after ratification by the parties, all mandatory contributions from all eligible employees who are required to make contributions to the Retirement plan for the Board of Education of the Town of Avon shall be made on a pre-tax basis pursuant to an employer pick-up of such mandatory contributions in accordance with Section 414(h)(2) of the Internal Revenue Code, provided such effective date for such employer pick-up and the associated pre-tax treatment shall be no earlier than the effective date the Town Council adopts the necessary Resolutions and any plan amendment, as required, in order to establish the employer pick-up applicable to such Employees

Employees hired after July 1, 2015 will not be eligible to participate in the pension plan. Employees hired after July 1, 2015 will be eligible for a 4% employer contribution to a 403(b) plan from the list of approved Board plans.

For employees in the Defined Benefit Plan, the Board shall provide an annual statement of benefits, including accrued benefit information, projected benefit information and employee contribution information.

Employees who are eligible for regular retirement will be provided buy back calculations from the Boards pension administrator at no cost. Employees who are not eligible to retire will be provided one free buy back calculation from the Business Office. Should the employee decide not to buy back and request an additional buy back calculation at a future date while not retirement eligible, said employee will be responsible for the cost.

Within 30 days after the date of hire, a new employee will receive a copy of his/her retirement plan.

Retired employees with 15 years of service and age fifty-five (55) or older may purchase health insurance coverage which they hold at retirement at their own expense under the group rate for 10 years or until age 65 whichever comes sooner as long as their group coverage is uninterrupted.

D. Other

1. The Avon Board of Education shall make available on an optional basis at no cost to employees covered by this agreement a Section 125 Accident and Health Insurance (IRC Section 105 and 106), and Dependent Care Assistance (IRC Section 129).
2. The Board reserves the right to change the medical carrier(s) noted in this Article, so long as the coverage provided to the employee(s) is comparable to those provided by the current carrier(s).
3. The Board shall provide the Union and the employees with the proposed

changes at least sixty (60) days in advance of implementation of any changes.

E. Life Insurance

Employees with sixty (60) school days of service in the Avon Public Schools who work 30 or more hours per week shall receive a \$15,000 life insurance coverage at the Board's expense with the right to purchase more coverage at the group rate.

ARTICLE 13 – LAYOFF AND RECALL

A. Vacancies covered by this agreement shall be announced to the Union five (5) working days prior to general posting. All other qualifications being equal, as judged by the Superintendent of Schools, Union members shall be given preference for a permanent position. Appointment to the vacancy shall be at the discretion of the Superintendent of Schools or designee with consideration given to training, experience, references, and interview.

B. Employees may apply for transfers at the time of announcement of job openings. In making transfers, consideration will be given to required qualifications and satisfactory past performance, as well as an interview with the prospective supervisor, although the final decision will rest with the Superintendent of Schools or his/her Central Office designee. All other qualifications being equal, as judged by the Superintendent of Schools, seniority will prevail if two (2) or more

staff members apply for a given vacancy. The President of the Chapter shall be notified with five (5) days when vacancies have been filled and by whom.

C. If a reduction in force is necessary, the Superintendent of Schools or his/her designee shall select the position or positions to be eliminated or reduced. If the positions so selected are held by employees with more seniority than employees whose positions will not be reduced, the more senior affected employee may apply for any vacancy within the bargaining unit pursuant to the provisions of paragraph B above. If there are no vacancies in the bargaining unit, the affected employee may apply for the right to bump the last bargaining unit member hired for which the affected employee is qualified. The decision regarding whether or not to grant the request to bump shall be made by the Superintendent of Schools or his/her designee who shall consider the following: seniority, qualifications, including any significant specialized training, experience or job requirements of the position into which the employee seeks to be placed, satisfactory past performance, student relationships, and an interview with the prospective supervisor. All other things being equal, seniority shall prevail. The final decision will rest with the Superintendent or his/her designee. Employees affected by a reduction in force will remain on a recall list for one year following layoff but waives his or her right

to remain on the recall list for one year by refusal to accept an offer of a position with at least equal hours to the position held by the employee when reduced. If a full time employee is laid off, and a part-time position is subsequently offered (or any position with lower hours), the employee may decline the position and remain in the same position on the recall list. During the employee's time on the recall list, he or she shall continue to retain the right to apply for vacancies pursuant to the provisions of paragraph B above. If the reduction in force is necessary, the chapter president will be notified within five (5) days of the planned reduction in force.

- D. Laid-Off employees covered by this contract shall have recall rights for a period of one (1) complete year from the date of lay-off. Recall notices shall be sent to an employee by certified mail, return receipt requested and the employee must respond within five (5) working days from the date of the receipt. Work days for the purpose of this article shall mean Monday through Friday, excluding holidays listed under Article 6 of this agreement. Any employee who refuses recall shall lose all further recall rights.
- E. Effective on the hiring of an individual by the Superintendent of Schools or his/her designee, seniority shall be defined as an employee's continuous length of service with the Board from said employee's most recent date of employment. If hired, seniority shall be bridged during any break in service lasting one full calendar year (365 days) or less.

ARTICLE 14 - EMPLOYEE/EMPLOYER RIGHTS

Nothing in this agreement shall be construed as abridging any individual right of the employee or the employer unless it is specifically stated that said practice has been superseded by a provision of this agreement.

ARTICLE 15 - DISCIPLINE

The Board will not suspend without pay, discharge or subject an employee to a disciplinary transfer except for just cause

ARTICLE 16 – DUES DEDUCTION/AGENCY FEE CLAUSE

- A. During the life of this agreement, an employee retains the freedom of choice whether or not to become or remain a member of the Union.
- B. Union dues shall be deducted by the employer from the paycheck of each employee who signs and remits to the employer, an authorization/membership form. Such deduction shall be discontinued upon written request of an employee thirty (30) days in advance.

- C. Any employee who, within thirty (30) days after initial employment in the bargaining unit covered by this agreement, fails to become a member of the Union, or an employee whose Union membership is terminated for any reason, or any employee who resigns from Union membership, shall be required to pay an agency service fee under Section D.
- D. The employer shall deduct the agency service fee as authorized by the Union from the paycheck of each employee who is required to pay such fee as a condition of continued employment each month. Objections to this section by a non-union employee may be made in writing to the CSEA, SEIU Local 2001 executive board for review.
- E. The amount of dues or agency service fee deducted under this article, together with a list of employees and the amount of dues or fees, deducted for said employee, shall be remitted to CSEA, SEIU Local 2001, 760 Capitol Avenue, Hartford, CT 06106, on a monthly basis.
- F. The Union shall indemnify the employer for any liability or damages incurred by the employer's compliance with this article.

ARTICLE 17 - DURATION

The Provisions of this agreement shall be effective from July 1, 2017 and shall continue in force through June 30, 2020. The Union shall notify the Avon Board of Education of its intention to commence negotiations for a new contract per the current statutory requirements.

SIGNATURE

CSEA, SEIU Local 2001

Avon Board of Education Date

Appendix A

Salary Schedule

Step	2017-18	2018-19	2019-20
1	16.30	16.63	16.88
2	16.86	17.20	17.46
3	17.39	17.74	18.01
4	18.11	18.47	18.75
5	18.64	19.01	19.30
6	19.27	19.66	19.95