

# **A G R E E M E N T**

**BETWEEN**

**THE  
BARKHAMSTED BOARD OF EDUCATION**

**AND**

**THE  
PARAPROFESSIONALS AND  
TUTORS**

**LOCAL 1303-461 OF COUNCIL #4  
AFSCME, AFL-CIO**

**JULY 1, 2018 -  
JUNE 30, 2021**

**ARTICLE I**  
**RECOGNITION**

The Board hereby recognizes the Union as the exclusive collective bargaining agent for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for the bargaining unit consisting of all paraprofessionals and tutors employed by the Barkhamsted Public Schools, excluding supervisory employees and any other employees excluded by the Act, as set forth in Connecticut State Board of Labor Relations Decision and Certification of Representative, Case No. 2013-MBA-426.

**ARTICLE II**  
**UNION SECURITY**

**Section 2.1**

It shall be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirty-first (31st) day following the beginning of such employment become and remain members in good standing in the Union or pay a service fee as designated by the Union. The service fee designated by the Union shall be in accordance with the law.

**Section 2.2**

The Board agrees to deduct Union dues or service fees from the paycheck of each employee within the bargaining unit who has signed an authorization deduction card, as certified by the Treasurer or other authorized official of the Union. Deductions shall be made the first pay period of each month.

**Section 2.3**

The total amount deducted each month in accordance with the provisions of this contract will be remitted by the Board together with a list of the employees from whose wages such deductions have been made, to such individual and Council #4 as shall be specified by the Union. Such remittance shall be made by the last day of the month in which deductions are made.

**ARTICLE III**  
**SENIORITY, LAYOFF AND RECALL**

Section 3.1

Seniority consists of all continuous service with the Board, including authorized leaves of absence.

Section 3.2

The Board shall prepare an annual list of all employees covered by this Agreement and such list shall set forth each employee's date of hire, job classification, and rate of pay. A copy of this list shall be furnished to the Union during the month of August.

Section 3.3

An employee shall lose his/her seniority if he or she quits or resigns without good cause attributable to the Employer, or is discharged for just cause.

Section 3.4

a) In the event of a reduction in or a proposed reduction in the number of employees, seniority within classification shall be used in determining which employee shall be laid off first. Where a layoff is permissible under these circumstances, the procedures set out in (b) apply. The Board reserves the right to retain employees in the bargaining unit with specialized training or certification (excluding teacher certification) that is essential at that time; provided, however, if the more senior employee can be trained or certified (excluding teacher certification) within a two week period, then seniority shall govern. The Union President shall be given notice of training opportunities provided to any bargaining unit employee

- b)
1. An employee scheduled for layoff may bump into a lower classification, if he/she has greater seniority and is qualified to perform the work of the employee he/she would bump.
  2. The Superintendent of Schools or his/her designee, shall notify the Union President within five days of the Board's decision regarding a reduction in force.
  3. Before any layoff takes place within the bargaining unit, all newly hired probationary employees shall be laid off first.

Section 3.5

Employees who are laid off under this Article shall have recall rights as follows:

- a) The affected employee shall notify the Superintendent in writing at the time of layoff that he/she requests placement on the recall list;
- b) An employee who is laid off shall have recall rights to return to his/her former job; employees on the recall list shall receive copies of all postings;
- c) For a period of one year, the affected employee shall have the right to be recalled to the job title from which he/she was laid off or to a position in a lower job classification if the employee is so qualified;
- d) No person shall be newly employed until all persons on the recall list have been notified by certified mail, return receipt requested, and such persons either accept reemployment or decline such reemployment offer. An employee who declines an offer of reemployment to his/her classification shall forfeit all recall rights. Employees shall retain recall rights if they decline recall to a lower classification. If a person on the recall list fails to respond within seven (7) calendar days of receipt of a certified letter notifying the employee of a recall opportunity, the employee shall lose recall rights and be eliminated from the recall list; and
- e) It shall be the responsibility of the person on the recall list for keeping the Board informed of the individual's current address. Notice of job openings will be sent via certified mail, return receipt requested, to the individual's most recent address.
- f) An employee who is recalled shall return to the same step as he/she had achieved at the time of layoff, but in the classification of the new position.

**ARTICLE IV**  
**VACANCIES**

**Section 4.1**

- a) When a vacancy exists or a new job classification is created in the bargaining unit, the position shall be posted contemporaneously to employees within the bargaining unit at each school location and to individuals outside the bargaining unit. The posting shall include the position, the location, the pay scale, and the hours of work. The Union President will be notified once the job is filled. The internal notice of vacancy or a new job classification shall be posted for five (5) working days at each school location.
  
- b) Vacancies, promotions or new classifications shall be filled on the basis of the most senior qualified applicant.
  
- c) An employee who is permanently selected to fill a vacancy in a higher or lower classification shall be compensated at the rate in the new classification at the same step held in the previous classification.
  
- d) Temporary transfers of employees (defined as a period of up to twenty (20) consecutive days) shall be made in accordance with the best interests of the school system. Employees so transferred shall remain at their current rate of pay for the period of the temporary transfer. .

**ARTICLE V**  
**HOURS OF WORK**

**Section 5.1**

The normal hours of employment shall be scheduled between the hours of 8:15 a.m. and 3:30 p.m., Monday through Friday. The work schedule for all bargaining unit employees shall be determined by the Principal. The normal schedule for bargaining unit employees shall be up to thirty-five (35) hours per week, dependent upon the position as determined by the Superintendent or the Superintendent's designee. When possible, the Principal shall provide reasonable notice of any changes in the work schedules and assignments to the Union and shall discuss such changes with the Union prior to implementing the new schedules.

**Section 5.2**

The work year shall be comprised of at least 183 working days. Employees may also be given the opportunity to attend outside work related conferences and classes as determined by the Superintendent and/or his/her designee, with no loss of pay.

**Section 5.3**

All employees shall receive one and one-half times their regular hourly rate of pay for all work performed in excess of forty (40) hours in any workweek.

**Section 5.4**

All work performed beyond an employee's total work week or work day must be approved in advance by the Superintendent or his/her designee.

**Section 5.5**

All employees shall be guaranteed a duty-free lunch period for a full half-hour.

**Section 5.6**

In the event of a delayed opening or early closing, all employees will be paid for those hours actually worked. However, after the third time in a school year that there has been an early closing and/or delayed opening, the employee will be provided with an opportunity to make up, at the employee's option, the time lost due to the early closing or delayed opening (excluding the time lost from the first three early closings and/or delay openings) through either assigned work or professional development, as determined by the Superintendent or the Superintendent's designee..

**ARTICLE VI**  
**MANAGEMENT RIGHTS**

Unless expressly and specifically limited, modified, abridged or relinquished by a specific provision of this Agreement, and whether exercised or not, the rights, powers and authority heretofore held by the Board of Education, pursuant to any charter, general or special statute, ordinance, regulation or other lawful provision, over the complete operation, practices, procedures and regulations with respect to employees covered by this Agreement shall remain solely and exclusively in the Board, including, but not limited to, the following: to determine the standards of services to be offered by Board employees; to determine the standards of selection for Board employment; to direct its employees; to take disciplinary action; to relieve its employees from duty because of lack of work or for other legitimate reasons; to issue reasonable rules, policies and regulations, including those affecting working conditions and, from time to time, to change those rules and policies and enforce said policies and rules; to maintain the efficiency of governmental operations; to determine work schedules; to determine the methods, means and personnel by which the Board's operations are to be conducted; to determine the content of job classifications; to exercise complete control and discretion over its organization and technology of performing its work; and to fulfill all of its legal responsibilities. Except where another specific provision of this Agreement is involved, the exercise of the above-listed rights shall not be subject to the grievance and arbitration procedure.

**ARTICLE VII**  
**LEAVES OF ABSENCE**

Section 7.1 - Sick Leave

- a) A bargaining unit employee may be absent from work with pay during such period as actual illness or injury prevents him/her from performing their duties.
- b) Sick leave shall continue to accumulate during leaves of absence with pay.
- c) Employees shall receive ten (10) sick leave per year, cumulative to 80 days.

Section 7.2 - Jury Duty

An employee who is called for jury duty shall receive the necessary leave to fulfill this legal obligation. Such leave shall not be deducted from the employee's accrued sick leave or personal leave accounts. Employees on jury duty shall be paid the difference between the employee's regular rate of pay and the fee received from serving as a juror. However, no employee on jury duty shall receive more compensation than normally would have been received in their regular work week. An employee called to jury duty shall furnish the Board with a notice to serve as evidence of attendance

Section 7.3 - Military Leave

The Board shall comply with all applicable state and federal laws with respect to the granting of military leave. Copies of orders for active duty shall be supplied to the Superintendent or his/her designee prior to the commencement of military leave.

Section 7.4 - Family and Medical Leave

Employees who have worked for the Board of Education for at least twelve (12) months and who have worked at least 950 hours preceding commencement of the requested leave may submit a written request to the Board of Education seeking up to twelve (12) weeks unpaid leave during any twelve (12) month period in accordance with the Federal Family and Medical Leave Act ("FMLA"), 29 U.S.C. Section 1601, *et seq.* and in accordance with State Law. If the requested leave is granted by the Board of Education, any accumulated paid leave time must be exhausted first in situations where the leave being taken by the employee is covered by the FMLA, and said paid leave shall be included in, and shall not be in addition to, the aforementioned twelve (12) weeks of allowable leave. A medical certificate in accordance with the law shall be required for FMLA leave situations.

Employees on leave under this provision will not continue to accumulate sick leave; however, the continuity of employment shall be preserved for purposes of seniority.

Employees on leave under this provision shall have their health insurance coverage maintained during such leave on the same terms as if the employee had continued work

Section 7.5 Personal Days

Employees shall be granted three (3) days (noncumulative), without loss of pay, for personal business that cannot be transacted other than during the workday. Days taken for personal business should not be taken by more than one employee at the same time, if possible, nor in a manner which would restrict or prohibit the normal operation of the school program. Personal days may not be taken on any day immediately prior to or immediately following a vacation or a vacation day except with prior approval. Personal days may be used for personal business that cannot be completed at times other than regular school hours, for example, care of ill members of the immediate family, attendance at graduation exercises or travel to graduation for self- or an immediate family member, marriage of self or a member of the immediate family and compulsory legal matters or an emergency situation.

Section 7.6 Extended Leave

Any time off without pay may be granted under extenuating circumstances subject to prior approval of the Board. Extended leaves of absence without pay may be granted by the Board of Education upon recommendation of the Superintendent or his/her designee.. Requests for such time off without pay or extended leaves without pay may not be unreasonably denied.

Section 7.7 - Bereavement Leave

A total of five (5) days leave, with pay, shall be allowed for the death of an employee's spouse, child, or parent as well as employee's brother, sister, grandparent, parent in-law, sibling in-law, aunt, uncle or grandchild.

The Superintendent or his/her designee may, in his/her discretion, grant bereavement leave for the deaths of individuals other than those listed above without pay. The Superintendent's or his/her exercise of his/her discretion in this matter shall not be subject to the grievance procedure.

**ARTICLE VIII**  
**HEALTH INSURANCE BENEFITS**

**Section 8.1**

The Board shall provide for each employee the following health insurance or a comparable insurance, individual coverage only:

The HSA/HDHP plan with a \$2,250 Individual deductible and Prescription Drug Co-pay of \$5/\$15/\$30 after the plan deductible is met will be the health insurance plan offered by the Board as well as individual Dental insurance coverage.

The employee premium share of the health insurance and dental plan shall be 20% effective July 1, 2018, and shall remain at 20% for the duration of this Agreement.

The Board will contribute 50% of the single person deductible, which for each year of this Agreement is \$1,125.00 toward the single person deductible of \$2,250.00, payable to the employee through direct deposit to their Health Savings Account with one-half deposited with the first pay check of September of each year and the other half with the first pay check in January of each year.

**Section 8.2**

In the event that the Board can provide substantially equivalent benefits and services through an alternate carrier of its own choice it may do so. Prior to changing carriers the Board shall provide the Union with the plans for review.

**Section 8.3**

Any individual qualified for single coverage who elects to waive coverage will be reimbursed \$550.

**ARTICLE IX**  
**RETIREMENT PLAN**

All eligible employees shall be enrolled in the Town of Barkhamsted pension plan. All employees will be provided with group life insurance in the amount of \$7,000 per year.

**ARTICLE X**  
**BULLETIN BOARDS**

The Board shall permit the use of a bulletin board by the Union for purposes of posting notices concerning local Union business and job vacancies. The Principal shall determine the location of the bulletin board.

**ARTICLE XI**  
**WAGES**

**Section 11.1**

The wage rates to be paid during the term of this Agreement are found in Appendix A of this Agreement. Reflected on Appendix A is that effective to July 1, 2018, bargaining unit members shall receive a 2.5% increase; and thereafter shall receive a 2.5% increase effective July 1, 2019, and a 2.5% increase effective July 1, 2020.

**ARTICLE XII**  
**DISCIPLINE**

**Section 12.1**

Discipline will be in accordance with just cause. The employee and the Union President will be given copies of any written disciplinary action.

**ARTICLE XIII**  
**GRIEVANCE PROCEDURE**

**Section 13.1**

The purpose of the grievance procedure shall be to settle employee grievances on as low an administrative level as possible.

**Section 13.2**

A grievance is defined as a complaint by an employee or the Union that there has been a violation, misinterpretation or misapplication of a specific provision of this contract.

**Section 13.3**

No grievance may be filed after ten (10) working days of the event giving rise to it or after ten (10) working days after the employee and/or the Union knew or should have known of such event.

Grievances not filed within the ten-day period defined herein shall be deemed forfeited and not arbitrable.

**Section 13.3.1**

An arbitrator shall have no authority to amend, revise or in any way modify the terms of this Agreement through his/her awards.

**STEP ONE**

Any employee who has a grievance shall consult with their Union representative and reduce the grievance to writing and submit it to the School Principal within the time limits specified above, who shall attempt to settle the dispute. The School Principal shall meet with all parties concerned within five (5) working days of his/her receipt of the grievance and the decision shall be submitted in writing to the aggrieved employee and his/her representative within five (5) working days following the meeting.

**STEP TWO**

If the employee and his/her representative are not satisfied with the decision rendered by the School Principal, the Union may submit the grievance in writing to the Superintendent or his designee within ten (10) working days after the decision in Step One. The Superintendent or his/her designee shall meet with all parties within twenty (20) working days of his/her receipt of the grievance, and the Superintendent or his/her designee shall render a decision in writing to the employee and the Union within ten (10) working days of the meeting.

STEP THREE

If the employee and his/her representative are not satisfied with the decision rendered by the Superintendent or his/her designee, the Union may submit the grievance in writing to the Board of Education within ten (10) working days after the decision in Step Two. The Board of Education shall meet with all parties concerned within twenty (20) working days of its receipt of the grievance, and the Board of Education shall render its decision in writing to the employee and the Union within thirty (30) working days of the meeting.

STEP FOUR

If the employee and his/her representative are not satisfied with the decision rendered by the Board, within twenty (20) working days after receipt of the Board's written decision, the Union may submit the grievance to arbitration. Either party may elect either of the following to hear the grievance:

A. The Connecticut State Board of Mediation and Arbitration or the American Arbitration Association, as chosen by the Board; provided, however, if the Board chooses the American Arbitration Association, it shall pay the fees and costs associated with the arbitration.

Section 13.4

Time limits beyond those stipulated in this grievance procedure may be changed by mutual written agreement of the parties concerned.

Section 13.5

The parties may use the Connecticut State Board of Mediation and Arbitration for purposes of mediating the grievance prior to Step Four. If necessary, the grievance may be filed for arbitration twenty (20) working days after mediation.

**ARTICLE XIV**  
**NO STRIKE - NO LOCK OUT**

The Board agrees that there will be no lock out of any employee or employees during the life of this Agreement. The Union and the bargaining unit employees covered there under expressly agree that there will be no strike or other direct or indirect concerted refusal to perform services, slowdown, picket, engage in a work stoppage during the life of this Agreement.

**ARTICLE XV**  
**SAVINGS CLAUSE**

In the event that any provision of this Agreement is, or at any time, ultimately declared invalid by a court of established and competent legal jurisdiction, the balance and remainder of this Agreement shall remain and continue in full force and effect.

**ARTICLE XVI**  
**MISCELLANEOUS**

**Section 16.1**

The Board shall provide each current bargaining unit employee and each newly hired bargaining unit employee with a copy of this Agreement.

**Section 16.2**

The Internal Revenue Service mileage rate shall be paid to employees for all miles driven in their personal vehicles while on approved school business.

**Section 16.3**

When resigning a position, the employee will provide written notice to the Superintendent ten (10) working days in advance of the employee's last day of employment.

**ARTICLE XVII**

**DURATION**

The Agreement shall be effective July 1, 2018 and shall remain in full force and effect through June 30, 2021. This Agreement shall be automatically renewed from year to year thereafter unless either party notifies the other in writing no later than January 1, 2021 of its desire to negotiate a successor to this Agreement. In the event that such notice is given, negotiations shall commence no later than thirty (30) days following such notice. This Agreement shall remain in full force and effect during the period of change dates.

In witness whereof, the parties hereto have set their hands this 14<sup>th</sup> day of December, 2017.

Sarah B. Nanni

For the Barkhamsted Board of Education

Joshua Verlyso

For Local 1303 of Council #4  
AFSCME, AFL-CIO

Diana Swagie  
Union President

**APPENDIX A**

<b>Para</b>	<b>Per hour</b>	<b>Year 1-85%</b>	<b>Year 2-90%</b>	<b>Year 3-95%</b>	<b>Year 4-100%</b>
2018-19	\$ 16.86	\$ 14.33	\$ 15.18	\$ 16.02	\$ 16.86
2019-20	\$ 17.28	\$ 14.69	\$ 15.55	\$ 16.42	\$ 17.28
2020-21	\$ 17.71	\$ 15.06	\$ 15.94	\$ 16.83	\$ 17.71
<b>Tutor</b>	<b>Per hour</b>	<b>Year 1-85%</b>	<b>Year 2-90%</b>	<b>Year 3-95%</b>	<b>Year 4-100%</b>
2018-19	\$ 20.08	\$ 17.07	\$ 18.07	\$ 19.08	\$ 20.08
2019-20	\$ 20.58	\$ 17.49	\$ 18.52	\$ 19.55	\$ 20.58
2020-21	\$ 21.09	\$ 17.93	\$ 18.99	\$ 20.04	\$ 21.09