

AGREEMENT

between

THE TOLLAND BOARD OF EDUCATION

and

**TOLLAND PARAPROFESSIONAL UNION
CSEA SEIU Local 2001**

July 1, 2016 - June 30, 2020

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ARTICLE I RECOGNITION

The Tolland Board of Education (hereinafter referred to as the "Board") recognizes SEIU, Local 2001 (hereinafter referred to as the "Union") as the sole and exclusive bargaining agent for the purposes of collective bargaining on matters of wages, hours and other conditions of employment on behalf of all paraprofessionals employed by the Board.

ARTICLE II BOARD RIGHTS AND RESPONSIBILITIES

- A. Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Board has and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it except for such rights, powers and authority which are specifically relinquished, abridged or limited by the provisions of this Agreement, and it shall have the sole and unquestioned right, responsibility and prerogative of management of the affairs of the Board and direction of the working force, including but not limited to, the following:
1. To maintain public, elementary and secondary schools and such other educational activities as it, in its judgment, deems will best serve the interests of the Tolland Public School System; to give the children of Tolland as nearly equal advantage as may be practicable; to decide the need for school facilities; to determine the care, maintenance and operation of buildings, land, apparatus and other property used for school purposes; to determine the number, age and qualifications of the pupils to be admitted into each school; to designate the schools which shall be attended by the various children within its jurisdiction; to make such provisions as will enable each child of school age residing in the town to attend school for the period required by law and provide for the transportation of children wherever it is reasonable and desirable; to decide the text books to be used; to make rules for the arrangement, use and safekeeping of the school libraries and to approve the books selected therefore, and to approve plans for school buildings; to prepare and submit budgets to the Town Council and, in its sole discretion, expend the monies appropriated by the Town for the maintenance of the schools, and to make such transfers of funds within the appropriate budget as it shall deem desirable.
 2. To determine the care and maintenance and operation of equipment and property used for and on behalf of the purposes of the Board.
 3. To establish or continue policies, practices and procedures for the conduct of the Board business except where abridged in this Agreement.
 4. To discontinue processes or operations or to discontinue their performance by employees.
 5. To select and to determine the number and types of employees required to perform the Board's operations.

ARTICLE III SELECTION, APPOINTMENT, PROMOTION AND TRANSFER

The Board of Education or its designee shall be responsible for the selection, employment, assignment, promotion, transfer and dismissal of all persons covered by this Agreement.

A. VACANCIES

Notice of vacancies and/or new positions shall be posted in all schools and offices for at least five (5) working days prior to general advertisement. In addition, any notice of vacancy shall be sent, via e-mail, to every member of the bargaining unit. Any person interested in the position must apply, in writing, to the superintendent or his designee within five (5) working days. All bargaining unit members who apply for a position shall be granted an interview. All appointments will be made based on the applicant's qualifications. If two or more applicants are equal in qualifications, as determined by the Superintendent, the most qualified internal candidate shall prevail.

B. TRANSFERS

Transfers within and between locations shall be made by the Board in its discretion consistent with the Board's view as to the operations and needs of the district. Consideration will be given to employees wishing to transfer voluntarily within or between locations in the school system. Employees shall be entitled to submit a written request for a transfer should an appropriate opening become available in the future. In determining transfers, the Board, through its designee, agrees to review such written requests as may be on file. When, in the opinion of the Board, an employee who has indicated a desire for a transfer as above specified is qualified for the transfer position based upon merit and the interests of the school system, preference shall be given that individual. In the event two (2) or more employees indicate a desire for transfer as above specified, the Board agrees to consider seniority as a factor in determining which employee shall be transferred. It is expressly understood that the Board may decline transfer of an employee who has submitted a written transfer request regardless of seniority, if, in the Board's opinion, the interest of the Board indicates that the transfer should not be made. In the event that the Board deems it necessary to transfer an employee or employees on an involuntary basis, at least ten (10) days advance notice of the proposed transfers shall be given when feasible under the circumstances. However, nothing herein contained shall be construed to limit the rights of the Board to transfer any employee on short notice where, in the Board's opinion, circumstances warrant such action.

C. LAYOFF AND RECALL

The Board has the sole and exclusive prerogative to eliminate or reduce positions in the bargaining unit. When the Board determines that a layoff is necessary, the

Board shall first determine which position(s) must be eliminated. Thereafter, the Board shall determine which employee(s) must be laid off.

1. Layoffs shall take place in reverse order of seniority regardless of hours worked, except that in no case shall the Board be required, in order to comply with the provisions of this Section, to place an employee in a position for which the employee is not qualified or would be, in the determination of the Superintendent or his/her designee, unable to carry out the job duties satisfactorily and efficiently. When possible, probationary employees will be laid off before non-probationary employees.

Where the above results in a vacancy requiring a longer workday for one or more of the employees retained, the Board shall seek volunteers to transfer into the position requiring more hours. If there are no volunteers, the least senior employee shall be placed in the vacant position.

2. Paraprofessionals who are laid off shall be placed on a recall list for a period of one (1) year, and shall be reemployed on the basis of length of service. In the event of rehiring, the laid off personnel and the Bargaining Unit will be notified by superintendent, by certified mail, and have first option at the position, at the step on the scale and seniority they would have been eligible for prior to lay off. Failure to respond within fifteen (15) days of receipt of notification shall result in forfeiture of any and all recall rights. Employees returning from a layoff shall not be subject to a probationary period.

ARTICLE IV PROBATIONARY PERIOD

Newly hired employees shall be considered probationary and shall attain neither seniority nor other rights under this Agreement, except as provided in Article VIII (Insurance) and in Article IX.A (Sick Leave), until they have been continuously on the payroll of the Board for a period of ninety (90) work days. Such employees may be discharged or disciplined at the will of the Board during this probationary period and no such discharge or discipline by the Board shall be subject to the grievance procedures of this Agreement by the Union on behalf of the employee. Once the probationary period has been successfully completed, seniority shall be retroactive to the commencement of employment.

ARTICLE V HOURS OF WORK

Specific hours of work are consistent with the schedule of the school to which the employee is assigned. The following provisions relate to the normal schedule for full-time employees.

- A. Library Aides – the days in the student school year and five (5) days before school opens and five (5) days after school closes.

Hours: Seven and one half (7 ½) hours per day including one half (½) hour unpaid lunch, making a seven (7) hour work day.

- B. Other Paraprofessionals - The work year will consist of the days in the student school year plus one additional day. Specifically, Paraprofessionals assigned to the High School shall work one-half (0.5) day before the start of each student semester. All other paraprofessionals shall work the day before the student school year commences.

Hours: Six and one half (6 ½) hours per day including one half (½) hour unpaid lunch, making a six (6) hour work day.

- C. The Board may provide up to three (3) half-days of professional development for paraprofessionals on planned early release days in the District. In the 2016-17 contract year, employees shall be notified of the schedule for such half-days on or about October 31st. In subsequent contract years, employees shall be notified of the schedule for such half-days on or about July 1st. When professional development is offered on such days, paraprofessionals are required to attend and will be paid for their normal work hours as set forth in sections A and B above. On planned early release days when professional development is not offered by the Administration, paraprofessionals shall leave when the students are dismissed and shall be paid for hours actually worked.

ARTICLE VI SENIORITY

- A. Seniority shall be determined according to the length of active service with the Board, within the bargaining unit, as of the anniversary date of employment. (Unpaid leave time of more than thirty (30) consecutive days is not counted toward seniority).
- B. Part-time paraprofessionals, working less than thirty (30) hours per week or less than six (6) hours per day, shall have seniority on a prorated basis adjusted according to numbers of hours worked.
- C. If an employee is laid off due to reduction in staff and rehired within eighteen (18) months, all past seniority prior to the date of separation will be reinstated.
- D. An updated seniority list shall be provided to the Union twice annually, specifically on or about October 1 and on or about April 1.

ARTICLE VII GRIEVANCE PROCEDURE

- A. DEFINITIONS

1. A "grievance" is a claim that the Board violated a specific provision of this Agreement.
2. A grievant is an employee who has claimed that a specific provision of the Agreement has been violated.
3. The term "days" except where otherwise indicated, means calendar days.
4. In instances where reference is made to the "superintendent," it shall be understood that such reference can mean his designated representative also.

B. PURPOSES

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of paraprofessionals but without affecting the time limits agreed to herein.
2. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of procedure, consistent with the provisions of applicable law.
3. Nothing herein contained shall be construed as limiting the right of any paraprofessional having a problem to discuss the matter informally with any appropriate member of the Administration or with any appropriate representative of the Union.
4. Any employee or group of employees shall have the right, but without unreasonable disruption of work, to present any grievance to such persons and through such channels as are designated for that purpose in this Article.

C. TIME LIMITS

1. Since it is important that grievance be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified, however, may only be extended by mutual agreement in writing.
2. If an employee of the Union does not file a grievance in writing within fifteen (15) days after he/she knew or should have known of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived.

D. INFORMAL PROCEDURES

If an employee feels that he/she may have a grievance, he/she shall first discuss the matter with his/her principal or immediate supervisor in an effort to resolve the

problem informally, in good faith, but within the time limits agreed to herein. In any such informal discussion the employee may have Union representation.

E. FORMAL PROCEDURE

1. LEVEL ONE - SCHOOL PRINCIPAL OR IMMEDIATE SUPERVISOR

- a. If an aggrieved person is not satisfied with the disposition of his/her problem through informal procedures, he/she may submit the claim as a formal grievance in writing to his/her principal or immediate supervisor.
- b. The principal or supervisor shall within ten (10) days render his decision and the reasons therefore in writing to the aggrieved person, with a copy to the Union's President.

2. LEVEL TWO - SUPERINTENDENT OF SCHOOLS

If the aggrieved employee and/or the Union is not satisfied with the disposition of the grievance at Level One, the aggrieved person or the Union may request a further review of the grievance by the superintendent of schools by presenting the written grievance to the superintendent within ten (10) days of receipt of the decision at Level One, or if no decision has been rendered, within ten (10) days of the Level One hearing. At this time the grievant or the Union may request a meeting with the Superintendent. Within fifteen (15) days of the filing of the grievance, the superintendent shall review the grievance, and meet with the grievant and/or Union if applicable, and render a decision to the aggrieved employee with a copy to the Union President. The Superintendent shall render a decision within twenty-five days of the filing of the grievance.

3. LEVEL THREE - MEDIATION

If the grievant is not satisfied with the decision at Level Two, the parties, by mutual agreement, may request the services of the Connecticut State Board of Mediation and Arbitration to act as mediator of the grievance.

Any request for mediation must be in writing and must be filed with the State Board within ten (10) working days of receipt of the decision under Level Three. The mediator's role shall be strictly advisory, and neither party shall be obligated to accept any opinion or recommendation of the mediator.

4. LEVEL FOUR - ARBITRATION

In the event that an aggrieved member of the unit is not satisfied with the disposition of the grievance at Level Two and/or Level Three, or in the event no decision has been rendered within twenty (20) days after the

grievant has first met with the superintendent, the grievant may within five (5) days after a decision by the superintendent, or twenty (20) days after the grievant has first met with the superintendent, whichever is sooner, present a request in writing to the president of the Association to submit the grievance to arbitration. The Association may submit the grievance to the American Arbitration Association within fifteen (15) days after receipt of a request by the aggrieved person. The decision by the arbitrator shall be final and binding, except as otherwise provided by law. The arbitrator shall hear and decide a grievance in accordance with its rules and regulations. However, the arbitrator shall hear and decide only one case at a time and shall have no power to add to, delete from, or modify in any way, any of the terms of this Agreement. The cost of arbitration shall be split evenly between the parties.

ARTICLE VIII INSURANCE

- A. The Board agrees to provide the following insurance benefits for all employees covered by this Agreement. New employees will become eligible for insurance benefits on the first day of the month following the completion of thirty (30) days of employment:

For the 2017-18 year only, eligible employees shall have the option between the following two plans:

1. Traditional Plan

The Board shall provide eligible employees with the opportunity to enroll (for individual, 2-person, or family membership) in a comprehensive health insurance plan (Traditional).

The traditional plan will include a \$20 office co-payment, a \$25 urgent care co-payment, a \$100 emergency room co-payment, a \$150 outpatient surgery co-payment, and a \$250 per admission co-payment for hospitalization. Out-of-network services will be subject to deductibles of \$250/\$500/\$750 and to co-insurance of 20% up to \$1250/\$2500/\$3750. Prescription drug co-payments shall be as follows: \$10 for generic, \$25 for formulary drugs; \$40 for non-formulary drugs with a 2x co-payment for mail order, with an unlimited annual benefit.

For the 2017-18 year, the paraprofessionals shall pay the following percentages for their medical insurance premium contribution:

2017-18	18.5%
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2. A High deductible/HSA Plan with the following components:

	In-Network	Out-of-Network
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Annual Deductible (Individual/Aggregate Family)	\$1500/3000	\$1500/3000
Co-insurance	N/A	20% after deductible up to co-insurance maximum
Co-insurance Maximum (Individual/Aggregate Family)	N/A	\$1500/3000
Cost Share Maximum (Individual/Aggregate Family)	\$1500/3000	\$3000/6000
Lifetime Maximum	Unlimited	Unlimited

The Board will fund seventy-five percent (75%) of the applicable HSA deductible amount for each paraprofessional who elects coverage under the high deductible/HSA plan. The Board's contribution toward the HSA deductible will be deposited into the HSA accounts throughout the course of the year, on the Board's payroll dates. 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 paraprofessionals. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment. If the High Deductible/HSA plan is implemented after the start of the calendar year, the Board's contribution toward the funding of the deductible shall be pro-rated for that year.

For the 2017-18 year, the paraprofessionals shall pay the following percentages for their medical insurance premium contribution:

2017-18	15%
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3. Effective July 1, 2018, the High Deductible/HSA plan ("High Deductible/HSA plan") with Vision shall be the sole insurance plan for all eligible employees. The High deductible/HSA plan shall include the following components:

	In-Network	Out-of-Network
Annual Deductible (Individual/Aggregate Family)	\$2000/4000	\$2000/4000
Co-insurance	N/A	20% after deductible up to co-insurance maximum
Co-insurance Maximum (Individual/Aggregate Family)	N/A	\$2000/4000
Cost Share Maximum (Individual/Aggregate Family)	\$2000/4000	\$4000/8000
Lifetime Maximum	Unlimited	Unlimited

The Board will fund seventy-five percent (75%) in year 2018-19 and 62.5% in year 2019-20 of the applicable HSA deductible amount for each paraprofessional who elects coverage under the high deductible/HSA plan. The Board's contribution toward the HSA deductible will be deposited into the HSA accounts throughout the

course of the year, on the Board's payroll dates. 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 paraprofessionals. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment. If the High Deductible/HSA plan is implemented after the start of the calendar year, the Board's contribution toward the funding of the deductible shall be pro-rated for that year.

4. The paraprofessionals shall pay the following percentages for their medical insurance premium contribution:

2018-19	15.0%
2019-20	16.0%

5. Life and AD&D coverage equal to \$25,000. Retirees eligible at 100% retiree cost.

6. Full Service Dental Plan, with Rider A.
Retirees eligible at 100% retiree cost.

- B. Paraprofessionals will contribute the percentages set forth below toward the costs of family coverage or individual coverage (whichever is applicable) for the Life/AD&D coverage and dental coverage described in #5 and #6 above. The employee's annual co-share of the premium costs shall be deducted from the employee's paychecks in accordance with the current practice.

The paraprofessionals shall pay the following percentages for their premium contribution:

2017-18	17.0%
2018-19	17.0%
2019-20	18.0%

- C. The Board shall establish an I.R.S. Section 125 Plan for pre-tax treatment of unreimbursed medical expenses to the extent provided by law. The Plan will also:

- 1) permit employees to pay their insurance premium costs on a pre-tax basis, to the extent provided by law; and
- 2) provide for pre-tax treatment of dependent care expenses, to the extent provided by law.

- D. The Board shall provide information to each member on insurance premiums and benefits upon the issuance of a new contract. Employees shall be notified of

increases in health insurance premiums at least thirty days in advance provided that the Board knows of such increases in advance.

- E. Compensation shall be paid to an employee for personal property damage sustained during or as a direct result of performance of their employment in the Tolland Public Schools provided such damage is not in any way due to the employee's own negligence. The compensation shall not exceed the deductible amount included in the employee's homeowners or automobile insurance or \$200, whichever is less. In order to be eligible for compensation, the employee must have filed a written report with the local law enforcement agency.
- F. **Retiree Insurance.** A retiree and his/her dependents may continue to maintain medical and prescription drug coverage only. For purposes of Article VIII (Insurance) the term retiree is defined as follows: Any paraprofessional who is age fifty-five (55) or older and has worked fifteen (15) or more years with the Tolland Public Schools may, upon retirement, participate in the insurance program above (subject to eligibility requirements of the carrier), at his/her own expense, under a subgroup established by the Board of Education.
- G. Employees may change insurance benefits once per year. Changes in enrollment during the plan year may only occur to the extent required by law.
- H. The Board shall have the right to change the carriers and/or plans for the insurance described in this Article, provided that the new carriers and/or plans provide an overall level of benefits which, when considered as a whole, provides a level of benefits comparable to the existing carriers and/or plans. The Board also reserves the right to self-insure some or all of the health, dental and life insurance benefits. The Board will consult with the Union before changing insurance carriers and will arrange for information sessions with affected employees prior to implementing any change.
- I. In order to be eligible for insurance benefits under this Agreement, employees must be regularly scheduled to work at least thirty (30) hours per week and must satisfy any and all eligibility requirements imposed by the carrier(s).
- J. **Excise Tax.** The Patient Protection and Affordable Care Act ("PPACA"; Public Law 111-148) has set forth and codified under the Internal Revenue Code (IRC) §4980I 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 statute or regulation pertaining to IRC §4980I be mandated to take effect during the term of this 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 MERA. During such mid-term negotiations, the parties will reopen the issue of health insurance only (including any related appendices) for the purpose of addressing the impact of the excise tax. No other provision of the contract shall be reopened during such mid-term negotiations.

**ARTICLE IX
PAID LEAVES OF ABSENCE**

A. Sick Leave

1. All employees shall, during their first year of employment, accumulate sick leave at the rate of one (1) day for each completed month of work to a maximum of ten (10) days.
2. All employees, beginning with their second year of employment, shall receive fifteen (15) days sick leave per year.
3. Up to five (5) days of absences from work due to serious illness in a paraprofessional's immediate family may be charged to that paraprofessional's sick leave. Immediate family for this provision shall be defined as the employee's spouse, child, stepchild, parent or stepparent, or any other person domiciled in the employee's household.
4. Any paraprofessional with one hundred seventy (170) days of accumulated sick leave days is entitled, at the beginning of each school year, to the use of fifteen (15) sick leave days which, if not used in that school year, may not be accumulated. Paraprofessionals may accumulate up to one hundred seventy (170) sick leave days.
5. The Board shall have the right to require a doctor's certificate after an absence of five (5) consecutive days or more, or in legitimate cases of suspected abuse.
6. Upon written application to the Board of Education, a paraprofessional who has exhausted all his/her paid sick leave, may receive approval for additional paid sick leave days on an individual case by case basis.

B. Severance Pay

Upon resignation or death, a paraprofessional or beneficiary will receive compensation for accumulated sick leave, up to a maximum of one hundred twenty-five (125) days, as follows:

\$9.00/day after five (5) years of service
\$10.00/day after ten (10) years of service

C. Personal Days

1. All employees in the bargaining unit may receive up to three (3) personal days per year.

2. All personal days must be requested at least forty-eight (48) hours in advance and are subject to the approval of the building principal. In case of emergency, notification shall be given as soon as possible.
3. Personal days are intended to provide employees with time off for personal business or for personal circumstances which, in the normal course of events, cannot be attended to outside working hours.
4. Personal days are not cumulative from year to year.
5. Recognized religious holidays - maximum of two (2) days provided written notice is given two (2) weeks in advance.

D. Bereavement

Bargaining unit members shall receive paid leave, per occurrence, for purposes of bereavement as follows:

- (a) Up to five (5) days non-accumulative shall be used in the event of a death of a spouse, parent, stepparent, sibling, child, or stepchild or any other person domiciled in the employee's household. Bereavement days are not cumulative.
- (b) Up to three (3) days in the event of the death of grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, or sister-in-law.
- (c) If the deceased is someone other than provided above, bereavement leave is subject to Administrator's approval.
- (d) Part-time employees will be eligible for bereavement leave on a pro-rata basis based on the number of hours worked in a normal work week.

E. Jury Duty

Any Paraprofessional who is called for jury duty will receive the necessary leave to fulfill this legal obligation. This leave shall not be deducted from sick leave or from other leave provisions of this Agreement. Employees will receive their regular salary minus any compensation received from the State for jury duty for the duration of the leave.

F. Union Business Leave

Up to four (4) employees per year shall each be allowed leave of up to two (2) days per year to attend CSEA training seminars or Union business without loss of compensation. No more than two (2) employees assigned to the same building may attend such training/business at the same time.

ARTICLE X UNPAID LEAVES OF ABSENCE

- A. Upon the recommendation of the superintendent, the Board of Education may grant a leave of absence without pay for a period not to exceed one (1) year.
- B. Application for such leave of absence must be made in writing to the superintendent at least forty-five (45) days prior to the date that the requested leave is to begin stating the reason for the request and the length of time desired. A leave of absence expires automatically at the date of expiration approved for the leave. In cases of emergency, the forty-five day notice period may be waived by the Superintendent.
- C. It is expected that, as far as possible, leave will be arranged to coincide with the beginning and ending of the school year.
- D. Insurance benefits may be continued during leaves of absence with the full premium cost paid by the employee except as otherwise required by any applicable statute concerning family and medical leave.

ARTICLE XI NO DISCRIMINATION

There shall be no discrimination, coercion, or intimidation of any kind against any employee or the employer on any basis provided by law.

ARTICLE XII SALARY SCHEDULE

The wage rates for bargaining unit employees are set forth in Appendix A. Effective and retroactive to July 1, 2016, all bargaining unit employees will be placed on the wage schedule in accordance with Appendix A.

- A. The Superintendent shall establish the step placement of new employees. In making step placement decisions, the Superintendent shall consider years of completed experience in public, private and military dependency schools, other past experience, how recent such experience is and the needs of the district, provided that step placement shall not exceed the new employee's actual experience.
- B. Longevity
 - 1. Longevity payment of three hundred dollars (\$300) for those employees having completed ten (10) years of service. Longevity payment of three hundred and fifty dollars (\$350) for those employees having completed fifteen (15) years of service. Longevity payment of four hundred dollars (\$400) for those employees having completed twenty (20) years of service. Longevity payment of five hundred and fifty dollars (\$550) for those employees having completed twenty-five (25) years of service or more.

2. Longevity payments will be made on the employee's employment anniversary date.
 3. Eligible employees leaving before the completion of the school year will receive prorated longevity payments.
 4. Employees hired on or after July 1, 2016 shall not be eligible for longevity payments.
- C. The positions listed on the salary schedule as presently staffed shall receive five hundred dollars (\$500) per year additional compensation for their experience and additional responsibility.
 - D. Coordinators of paraprofessionals at Tolland Intermediate School, Birch Grove, Tolland Middle and High Schools shall receive five hundred dollars (\$500) per year.
 - E. Any qualified paraprofessional who is hired to lead a club as a staff member will be compensated the going rate paid to certified personnel.
 - F. In the event that the Board requires any paraprofessional to meet the qualification requirements as defined by the State of Connecticut pursuant to the No Child Left Behind Act, and the paraprofessional takes and passes the certified paraprofessional assessment test offered by the State, the Board shall reimburse the paraprofessional for the test fee, limited to one time only.
 - G. Unit members shall receive an annual stipend of three hundred fifty dollars (\$350) if their assignment regularly includes providing hygiene related services to students. Hygiene services include toileting, personal feeding, and diapering. These individuals will be designated at the beginning of the school year and a copy of their names will be provided to the Union. The payment will be made at the end of the school year and prorated if less than the entire school year.
 - H. For those paraprofessionals who elect to receive health insurance, the cost of health insurance will be equally deducted from twenty (20) paychecks throughout the work year. The administration will determine which twenty paychecks contain the insurance deduction.
 - I. Employees whom have received specialized ABA training and are assigned to positions that regularly include providing ABA services to students shall be paid an annual stipend of three hundred fifty (\$350.00) dollars in addition to his/her regular hourly rate in each contract year. The payment will be made at the end of the school year and prorated if less than the entire school year.

ARTICLE XIII HOLIDAYS

- A. Employees will be entitled to the listed paid holidays for the term of this contract. An employee who is required to work on the day of observance of any of the aforesaid holidays shall be provided an additional floating holiday. All requests for a floating holiday shall be communicated in writing to the Building Principal and/or his/her designee at least one (1) week before the day the employee wishes to take as a floating holiday. Principals have the right to deny the day. Floating holidays shall only be available in the fiscal year in which they are earned and shall not be carried over to the following fiscal year. Floating holidays shall be paid at straight time.

New Year's Day	Columbus Day
Martin Luther King Day	Thanksgiving
President's Day	Day before Christmas
Memorial Day	Christmas
Labor Day	Good Friday
Veteran's Day	

- B. To be eligible for holiday pay, the employee must work the full scheduled day immediately preceding and immediately following the holiday.
- C. All holidays shall be paid based upon the employees' normal working hours. Notwithstanding the preceding sentence, in the event an employee is scheduled to work extended hours beyond his/her normal working hours, (as set forth in Article V (Hours of Work) of the parties' collective bargaining agreement), for more than fifty (50%) percent of the preceding payroll period, said employee shall be eligible to receive holiday pay based upon the employees' extended working hours for any above listed holiday that falls within that time period.

ARTICLE XIV PART-TIME PARAPROFESSIONALS

Part-time paraprofessionals are those paraprofessionals who work less than thirty (30) hours per week. The provisions of this agreement shall be applicable to part-time paraprofessionals except as follows:

- A. Article 5: Work hours will be established as necessitated by scheduling.
- B. Article 9: If a paraprofessional is subsequently employed full time, his/her sick leave accumulated as a part-time paraprofessional will be adjusted accordingly (e.g., thirty (30) days accumulated at half time will become fifteen (15) days).

**ARTICLE XV
UNION MEETING ON SCHOOL PROPERTY**

- A. Upon approval of the superintendent or his designee, after request at least twenty-four (24) hours in advance, the Union may call meetings in each school before or after school or during the lunch hour whenever necessary, providing such meetings do not conflict with other scheduled school activities or programs.
- B. Members of the Union may call at least one meeting each year when in service days are scheduled on the school calendar.
- C. The Board agrees to provide space on a bulletin board in each school that the Union may utilize for the purpose of posting appropriate notices of Union business. Such notices shall not be of a derogatory nature against the Board.

**ARTICLE XVI
AGENCY SHOP AND DUES CHECK OFF**

- 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 Board of Education from the paycheck of each employee who signs and remits to the Board an authorization 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 being hired and covered by this Agreement fails to become a member of the Union or any 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 Board shall deduct the agency service fee from the paycheck of each employee who is required to pay such fee as a condition of employment.
- E. The amount of dues or agency fee deducted under this Article together with a list of employees shall be remitted promptly to SEIU, Local 2001, 760 Capital Avenue, Hartford, Connecticut 06106, together with a list of employees and their addresses for whom any such deduction is made.
- F. 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 Union or the Board for the purpose of complying with the provisions of this Article.
- G. The Employer agrees to deduct and transmit to CSEA SEIU Local 2001 PAC from the wages of those employees who voluntarily authorize such contributions on the forms provided for that purpose by the CSEA SEIU Local 2001. These transmittals shall occur for each payroll period and shall be accompanied by a list of the names

of those employees for whom such deductions have been made and the amount deducted for each such employee. After this provision is implemented, an employee may change his or her check-off status no more than once in any calendar year by doing so in writing to both the Employer and the Union.

ARTICLE XVII RETIREMENT

The retirement plan offered by the Board will be made available to the employees covered by this contract according to the eligibility requirements of the pension plan which requires 1080 hours of work or more per plan year.

ARTICLE XVIII DISCIPLINE AND DISMISSAL

- A. The Board agrees that it will act in good faith and for just cause in the discipline or dismissal of any employee covered by this Agreement.
- B. Employees who feel they were disciplined or discharged in violation of this Article may use the grievance procedure of this Agreement in accordance with its terms.
- C. The employer shall give written documentation of the reasons for disciplinary action, and give a copy to the employee involved with a copy sent to the Chapter President.

ARTICLE XIX TRAVEL COMPENSATION

Paraprofessionals who use a privately owned automobile for traveling while conducting Board business, upon prior approval of the appropriate administrator, shall be reimbursed once a month for all mileage driven at the IRS rate.

ARTICLE XX TRAINING

The Board recognizes its responsibility to provide relevant training to Paraprofessionals. The Board will make periodic reviews of its training program to ensure that Paraprofessionals receive adequate training. This provision is not subject to the Grievance Procedures outlined in Article VII.

ARTICLE XXI PERSONNEL FILES

Bargaining unit members shall be permitted to examine and copy any and all materials in his/her personnel file upon reasonable notice. Employees shall be limited to one (1) free copy of the information contained in his/her file per work year.

ARTICLE XXII
LABOR MANAGEMENT MEETINGS

The Superintendent and his/her designee shall meet upon request, but not more than monthly, with a maximum of up to five (5) Union representatives to discuss issues of importance to labor and management relations.

ARTICLE XXIII
DURATION

- A. This Agreement contains the full and complete agreement between the Board and the Union on all bargainable issues notwithstanding that the Board reserves the right to negotiate over any impact to the terms and conditions of the collective bargaining agreement necessitated by pending legislative changes to Title 1 under the Elementary and Secondary Education Act of 2001. The Agreement shall be binding upon the Board, the Union, and the employees for a period of four years, from the first day of July 1, 2016, to and including the 30th day of June, 2020, after which it shall expire. The Agreement shall be applied retroactively as expressly provided in the terms of this Agreement.
- B. If either the Board or the Union desires to meet for the purpose of negotiating changes or modifications in the provisions of this Agreement, either party shall give written notice of such desire to the other by certified or registered mail not more than 150 nor less than 120 days prior to the expiration of this Agreement.

For the Tolland Board of Education:

Michelle Hancock 12/5/17
Date

Date

For the Tolland Paraprofessionals:

[Signature] 12-1-17
Date

[Signature] 12/1/17
Date

APPENDIX A WAGES

STEP	2016-17	2017-18	2018-19	2019-20
1*				
2	11.12	11.12	11.12	11.12
3	11.60	11.60	11.60	11.60
4	12.07	12.07	12.07	12.07
5	12.54	12.54	12.54	12.54
6	13.01	13.01	13.01	13.01
7	13.50	13.50	13.50	13.50
8	13.96	13.96	13.96	13.96
9	14.43	14.43	14.43	14.43
10	14.89	14.89	14.89	14.89
11	15.39	15.39	15.39	15.39
12	15.88	15.88	15.88	15.88
13	16.60	16.93	17.27	17.62

* Step 1 was deleted from the schedule in the 2014-15 contract year.

Effective July 1, 2016, all employees below maximum step will receive a step increase and a one-half percent (0.5%) general wage increase. Employees at maximum step shall receive a two percent (2.0%) general wage increase.

Retroactive to July 1, 2017; all employees below maximum step will receive a step increase, employees at maximum step shall receive a two percent (2.0%) general wage increase.

Effective July 1, 2018; all employees below maximum step will receive a step increase, employees at maximum step shall receive a two percent (2.0%) general wage increase.

Effective July 1, 2019; all employees below maximum step will receive a step increase, employees at maximum step shall receive a two percent (2.0%) general wage increase.

POSITIONS TO RECEIVE ADDITIONAL COMPENSATION

Birch Grove Resource Room Coordinator (half time)

Birch Grove Primary Mental Health

Tolland Intermediate School EERA

Tolland Intermediate School Primary Mental Health

Tolland Intermediate School Library

Birch Grove Primary Library

Middle School Computer

Middle School Primary Mental Health

ROPE Program Coordinator