

AGREEMENT

Between

THE BOARD OF EDUCATION
REGIONAL SCHOOL DISTRICT NO. 7

and

EDUCATIONAL ASSISTANTS
LOCAL 1303-203 OF COUNCIL #4
AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES AFL-CIO

July 1, 2018 – June 30, 2022

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This Agreement is entered into by and between the BOARD OF EDUCATION OF REGIONAL SCHOOL DISTRICT NO. 7 (hereinafter referred to as the "Board") and EDUCATIONAL ASSISTANTS, LOCAL 1303-203 OF COUNCIL #4, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO (hereinafter referred to as the "Union").

ARTICLE I **RECOGNITION**

Section 1

The Board recognizes the Union as the sole and exclusive representative for all Paraprofessionals employed by the Board for bargaining with respect to wages, hours, and other conditions of employment (as specified in CSLRB "Recognition Agreement", in Case No. ME-8563 dated May 4, 1984), excluding those working twenty hours a week or less and Individual Pupil Assistants.

Section 2

The term "Educational Assistants" may also be used interchangeably to refer to Paraprofessionals recognized in Article 1, Section 1 of this agreement.

ARTICLE II **BOARD RIGHTS**

Section 1

It is recognized that the Board has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the public schools in Regional School District No. 7, in all its aspects, including but not limited to the following: to determine the type of work to be performed by employees; to assign all work to employees or other persons; to decide the methods, procedures and means of conducting the work; to select and hire employees; to discharge or otherwise discipline any employee; to promote, transfer and layoff employees; to decide the need for facilities; to determine shift schedules and hours of work; to establish or continue policies, practices and procedures, for the conduct of business and management of operations, and from time to time to change or abolish such policies, practices or procedures.

These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except the same shall not be exercised in a manner inconsistent with or in violation of the specific terms or the provisions of this Agreement.

ARTICLE III **UNION DUES**

Section 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 elect to pay a service fee as designated by the Union.

Section 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 every other week and shall be remitted to Council #4 no later than ten (10) days following the end of each month.

Section 3

The Union agrees to indemnify and to hold and save the Board harmless from any and all claims, damages, suits or other forms of liability, including reasonable attorney's fees that shall or may arise out of or by reason of any action taken by the Board for the purpose of complying with the provisions of this Article.

ARTICLE IV **HOURS OF WORK**

Section 1

Time and one-half of the employee's hourly rate shall be paid for each or any of the following instances, and each instance shall not be dependent on the other:

- A. All work performed in excess of eight (8) hours in any one (1) day;
- B. All work performed in excess of forty (40) hours in any one (1) week;
and
- C. All work required to be performed on Saturday.

Section 2

- A. The school year for Educational Assistants shall be based on the school calendar.
- This may include two (2) days prior to the start of school with one (1) in-service day to be taken throughout the calendar year.
- Or
- This may include one (1) day prior to the start of school with two (2) in-service days to be taken throughout the calendar year.

Section 3

Each Educational Assistant shall be entitled to a twenty-five (25) minute duty free paid lunch period.

ARTICLE V **HOLIDAYS**

Section 1

Employees shall be entitled to the following holidays with pay:

Labor Day	New Year's Day
Columbus Day	Presidents' Day
Floater	Good Friday
Thanksgiving Day	Memorial Day
Day after Thanksgiving	Christmas Eve Day
Martin Luther King Day	Christmas Day

Section 2

The above holidays shall be celebrated on the day declared by the Federal or State Government, or in lieu thereof by the Board of Education, as the official day of celebration. and only when school is not in session. If an employee is required to work on such a holiday he/she shall receive an extra day's pay which shall not count toward hourly accumulation for the purpose of overtime.

ARTICLE VI
LEAVE PROVISIONS

Section 1 - Sick Leave

- A. Each employee shall be entitled to thirteen (13) days of sick leave per year cumulative to a monthly rate commencing at the beginning of the school year. Employees may accumulate sick leave up to a maximum total of one hundred and (120) twenty days. If an employee is sick he/she will notify his/her supervisor or designee as soon as possible before his/her shift starts.
- B. If an employee's paid sick leave is exhausted during a sick leave absence, the Board shall notify the employee of same. Upon request, the employee shall notify the Board of his/her medical status and if known, his/her appropriate return to work date.

Section 2 - Personal Leave

Each employee shall be granted with pay two (2) days per year which shall be used for necessary personal business only. Except in the case of an emergency, employees must request permission from the Superintendent of Schools or his designee to take such leave at least forty-eight (48) hours in advance. Personal leave shall not be taken on either the day before or day after a vacation or holiday period, except with the approval of the Superintendent of Schools or his designee. Approval shall not be unreasonably denied.

Section 3 - Illness in the Immediate Family

Each employee may be granted with pay three (3) days per year to provide care for an immediate family member who is ill or disabled. Employees must request permission from the Superintendent of Schools or his designee to take such leave as soon as the employee knows that his/her absence will be required to provide care for the member of the immediate family. The illness or disability must be such that the family member is bedridden and unable to care for him/herself.

Section 4 - Death in the Immediate Family

- A. An employee may be granted with pay up to three (3) days leave per death in the immediate family.
- B. If the death requires the employee to travel out of State, up to five (5) days may be granted, with the approval of the Superintendent of Schools.

Section 5

For the purpose of Sections 3 and 4, an immediate family is defined as the employee's parents, children, step-children, siblings, step-parent, spouse, domestic partner, spouse's parents, brother-in-law, sister-in-law, aunt and uncle or any other person who, immediately preceding illness or death, had been a member of the employee's household. In the case of an unusual circumstance, the Superintendent of Schools may grant additional leave to an employee for the death of an individual with whom the employee has had a close relationship.

Section 6 - School Closing

If school is in session and is closed early due to storms or other emergencies, all employees covered by this Agreement may leave when the faculty leaves and they shall not suffer a loss of pay.

Section 7 - Jury Duty Leave

- A. An employees who is required to serve on jury duty shall notify the Board. An employee shall be granted jury duty leave with pay pursuant to Connecticut State Statute Section 51247.

Section 8

- A. With advance approval of the Principal and/or Superintendent an employee may be permitted paid time for attendance at recognized educational meetings, and seminars or other events if held during their working hours. Approval shall not be unreasonably denied.

Section 9

Employees shall be entitled up to three paid leave days per year for major religious holidays when observance of such requires absence from school.

Section 10

Maternity Leave for any employee shall be in compliance with the Connecticut State Statutes and the Family and Medical Leave Act.

Additionally:

1. Any employee may apply for up to five (5) days of sick leave for the adoption of a child.

2. Upon return from child-rearing leave, the employee shall be reinstated to the same or equivalent position held prior to leave.

ARTICLE VII
WAGES

Section 1

The wage rates which shall be in effect during the term of this Agreement are set forth in Appendix A annexed hereto and made a part hereof. The wage rates reflect a general wage increase as follows:

Effective July 1, 2018	1.75%
Effective July 1, 2019	2.00%
Effective July 1, 2020	1.75%
Effective July 1, 2021	2.00%

Section 2

Each employee shall be eligible for a longevity bonus as follows:

After the completion of nine (9) continuous years of service \$750.00
After the completion of ten (10) years of service, and for each subsequent completed year of service, the longevity of \$750.00 will be increased by \$50 per year up to a maximum of fifteen (15) years for those employees hired before July 1, 2011. Those employees hired on or after July 1, 2011 will receive a maximum of \$750.00 after the completion of nine (9) years or more.

Such longevity payments shall be paid on the last pay day in June.

Section 3

- A. When an employee is required to work away from the Board's premises, he/she shall be paid his/her average hourly earnings for all time spent traveling in addition to the prevailing I.R.S. mileage rate in effect.

Section 4

When an Educational Assistant is required to substitute for a teacher, compensation shall be eighty-five (\$85.00) dollars per day, per employee.

- A Class period is defined as an Educational Assistant teaching 50 % or more of the class period.
- When six (6) class periods are accumulated the Educational Assistant shall receive \$85.00.

Section 5

In the event that an employee does not meet the changes in the legally defined educational requirements for a held position, the District, at its expense, will provide the opportunity for the employee to access training/education option necessary to meet the new requirements. The District retains the right to select the training/education option. The District cannot assure the employee success in any course or examination that maybe required for the appropriate credential. All educational opportunities will be offered outside of the workday and no additional compensation will be paid the employee.

ARTICLE VIII SENIORITY

Section 1

Seniority shall be determined by length of continuous employment from the date on which an employee commenced employment as an Educational Assistant working more than twenty (20) hours per week.

Section 2

When in the judgment of the Board of Education, it becomes necessary to eliminate positions in the bargaining unit, the administration will recommend the specific positions to be eliminated subject to concurrence by the Board.

Section 3

Layoff of full time employees shall be based on reverse order of bargaining unit seniority. The administration shall notify each individual and the Local Union President who will be laid-off in writing.

Section 4

The laid off individual's name shall be placed on a recall list for a period of one year subject to recall in the reverse order of seniority and shall have the right to be recalled if a position should become vacant or be reinstated. The choice of employees to be rehired shall be based on seniority.

Section 5

No person shall be newly hired until all persons on the recall list have been notified by certified mail sent to the individual's last known address and such individuals are offered employment, or decline such re-employment offer. It shall be the laid off individual's responsibility to notify the Superintendent of Schools or his designee of his/her current address. An individual who declines an offer of re-employment shall forfeit recall rights. Failure to respond in writing to a notice of an opening within ten (10) working days after the mailing thereof shall be a refusal to accept re-employment. Returning individuals must return to work within fourteen (14) calendar days from the date of the receipt of the notification.

Section 6

A newly hired employee shall serve a probationary period of ninety (90) days during which time they shall receive no seniority rights. Upon completion of the ninety (90) day period, the employee's probationary period shall be considered completed and the employee's seniority will then be dated back to his/her date of hire/

The Board, at its discretion, shall have the right to discharge an employee during the probationary period and the employee shall have no right of appeal through the grievance procedure.

If the Board needs additional time to determine whether to hire the employee on a permanent basis, it shall meet with the Union to determine whether an additional 90 day probationary period should be offered.

Individuals employed in Classification I on the effective date of this Agreement may, if provided with a layoff notification, bump the least senior employee within Classification II, provided they have more seniority.

ARTICLE IX
VACANCIES

Section 1

Vacancy shall be defined as a position (Appendix B) which is open as a direct result of death, discharge, resignation, retirement, termination, or the creation of a new position. Any position open as a result of a transfer to a vacancy shall not be considered a vacancy.

Section 2

Notices of vacancies with the bargaining unit shall be posted for a period of five (5) working days prior to filling such position. Applicants for vacancies shall be selected on the basis of qualifications taking into consideration the applicants' training, experience, references and interviews.

ARTICLE X
GRIEVANCE PROCEDURE

Section 1 – Purpose

- A. The purpose of this procedure is to secure at the lowest possible administrative level, equitable solutions to problems which may arise under the specific provisions of this Agreement.
- B. Nothing contained herein shall be construed as limiting the right of any member of the Unit to discuss informally a concern or problem with any appropriate member of the school administration.

Section 2 – Definitions

- A. A "grievance" shall be defined as a complaint by an employee that there has been a violation, misinterpretation or misapplication of a specific provision or provisions of this Agreement.
- B. The "grievant" shall mean any employee directly affected by an alleged violation, misinterpretation or misapplication of a specific provision or provisions of this Agreement who then files a grievance.
- C. The term "days" shall be defined as calendar days.

Section 3 – Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered the maximum and every effort should be made to expedite the process. The time limit specified may, however, be extended by mutual agreement between the Superintendent of Schools or his designee and the Union provided such agreement is in writing is signed.

A. Level One - Informal Procedure

Prior to filing a grievance, the grievant and the Union Steward may discuss the matter with his/her immediate administrator in an attempt to informally resolve the situation.

B. Level Two - Immediate Administrator

Within fifteen (15) days after the employee knew or should have known of the alleged grievance, he/she must file a written complaint with his/her immediate administrator, identifying the specific contract language which the grievant alleges to have been violated, misinterpreted or misapplied. Within ten (10) days after receiving the written grievance, the administrator shall meet with the grievant in an attempt to resolve the grievance. Within ten (10) days after such meeting, the administrator shall render his decision in writing to the Union and the grievant. If for any reason the administrator does not render his decision within ten days after the meeting, or if the decision is rendered and the grievant to appeal, the grievant may appeal to Level Three.

C. Level Three - Superintendent of Schools

Appeal to the Superintendent of Schools must be made in writing within five (5) days after the immediate administrator renders his decision or, within five (5) days after the ten day period set forth in Level Two for rendering a decision has expired. The written appeal must repeat all the information specified in the complaint submitted to the immediate administrator. Within ten (10) days after receiving the written grievance, the Superintendent or his designee shall meet with the grievant in an effort to resolve the grievance. Within ten (10) days after such meeting, the Superintendent shall render his decision in writing. If for any reason the Superintendent or his designee does not render his decision within ten (10) days after the meeting, or if the decision is rendered and the grievant wishes to appeal, the grievant may appeal to Level Four.

D. Level Four - Board of Education

An appeal to the Board of Education must be made in writing within five (5) days after the Superintendent renders his decision, or within five (5) days after ten (10) day period set forth in Level Three for rendering a decision has expired. The written appeal must repeat all the information specified in the complaint submitted to the superintendent.

The Board of Education or a committee of the Board will hear the grievance within thirty (30) days after the submission of the grievance and shall issue a decision within fifteen (15) days from the date of the hearing.

E. Level Five - Arbitration

If the grievance shall not have been disposed of to the satisfaction of the aggrieved, the grievance within twenty (20) working days after the decision in Level Four, may be submitted to the Connecticut State Board of Mediation and Arbitration, and the decision rendered by such arbitration shall be final and binding upon the parties.

ARTICLE XI
INSURANCE AND PENSION

Section 1

The Board will provide two health insurance plans from which the employee may select, with the employee to make his/her selection annually. One option is the Preferred Provider (PPO) Plan and the other is the High Deductible Health Plan (HDHP).

A. An Educational Assistant may exercise the option to change health plans annually during a window of time that will be determined by the Board. All Educational Assistants shall be given at least two weeks prior notification of this window of time. An Educational Assistant who fails to change plans will continue in the same plan until the next annual option date.

B. Educational Assistants and dependents participating in either group health plan are subject to all the terms and conditions of the plan which may be reviewed in the office of the Superintendent of Schools.

Option 1 – PPO with Managed Benefits

Managed Benefits co-pays: \$35 H&O co-pay; \$35 Walk-in clinic co-pay; \$150 Emergency Room co-pay; \$75 Urgent Care co-pay; \$500 Hospital (inpatient) co-pay; \$300 same day (outpatient) co-pay; Out-of-network penalties as specified. RX: A prescription drug plan which meets the following criteria shall be provided for individuals and family members: a three tier managed "non-standard" formulary pharmacy program with \$5 co-pay for generic drugs, \$25 for listed brand name and \$40 for unlisted brand name drugs, with no annual maximum. The cost of mail order prescriptions shall be two co-pays in the appropriate category.

The Board shall fund the following subject to the percentage of cost sharing for each of the educational assistants for the Preferred Provider (PPO) Plan :

Effective July 1, 2018	19% of the premium cost share
Effective July 1, 2019	20% of the premium cost share
Effective July 1, 2020	21% of the premium cost share
Effective July 1, 2021	22% of the premium cost share

New Hires as of July 1, 2011 shall pay

Effective July 1, 2018	22% of the premium cost share
Effective July 1, 2019	22% of the premium cost share
Effective July 1, 2020	22% of the premium cost share
Effective July 1, 2021	22% of the premium cost share

All cost sharing shall be under I.R.S. Code 125.

Option 2 - High Deductible Health Plan (National Network)

The HDHP shall be annually subject to a \$2,250 single/\$4,500 family deductible, co-insurance of 100% in network, 80%/20% out of network, in accordance with the general plan description. Drugs: Prescription drugs are included in the above deductible; however, after the exhaustion of the above-mentioned plan deductible, drugs shall be

- a) subject to a \$5/15/30 co-pay if in network,
- b) 20% coverage if out of network. The cost of mail order prescriptions shall be two co-pays in the appropriate category. Dosage: 30 day supply retail, 90 day supply mail.
- c) All cost sharing shall be under I.R.S. Code 125.

The Board shall fund 49% percentage of the deductible for each educational assistants enrolled in the HDHP. For employees who select the HSA plan, the Board shall contribute 49% of the deductible to the employee's HSA on July 1 of each contract year.

The Board shall fund the following subject to the percentage of cost sharing for each of the educational assistants for the High Deductible Health Plan HDHP :

Effective July 1, 2018	17% of the premium cost share
Effective July 1, 2019	18% of the premium cost share
Effective July 1, 2020	19% of the premium cost share
Effective July 1, 2021	20% of the premium cost share

New hires as of 2011 shall pay:

Effective July 1, 2018	20% of the premium cost share
Effective July 1, 2019	20% of the premium cost share
Effective July 1, 2020	20 % of the premium cost share
Effective July 1, 2021	20% of the premium cost share

- B. Group Life Insurance coverage of \$40,000 per Educational Assistant.
- C. Blue Cross/Blue Shield Flexible Dental Plan with \$50.00 individual and \$150.00 family deductible with 80/20 co-insurance up to \$1,000.00 for individuals and family members.
- D. Long Term Disability - Any bargaining unit member may purchase through payroll deduction at their own expense long term disability benefits subject to the limitations established by Life Insurance Company, 60% of basic monthly earnings with a \$5,000 maximum monthly benefit.
- E. The Board shall provide the opportunity for retiring employees with a minimum of ten (10) years of service and age 55 to continue the health insurance program at the employee's cost.

Section 2

In each case where the name of a particular company or plan has been used by the Board, the intent is to indicate a general type of insurance and not to establish a relationship with one particular company with any specific plan. In each case the Board is free to seek comparable insurance with other companies.

Section 3

Upon completion of three (3) years of service, an employee will be eligible for participation in a Board supported Simplified Employment Pension Program. The employee will be eligible for a contribution equal to five (5 %) percent of his/her salary to be deposited by the Regional School Board not later than June 30th of the year of eligibility. The amount will be treated as additional income and will be shown on the employee's W2 Form. However, the employee's income can be adjusted on his/her IRS form to reflect this amount. This retirement program provides total mobility in the event of the employee's leaving Regional and thus represents a funded program entirely under the employee's control (subject to the limitations discussed in the booklet).

An employee who has completed five years of continuous service at the end of the 1983-84 school year will be provided retroactive payment for the 1984-85 contract year at the rate of five (5 %) percent of his/her 1984-85 salary.

Section 4

If an employee loses time because of sickness or injury for which she is entitled to compensation under the Workers' Compensation Act, she shall receive benefits equal to normal full pay, for the period of such sickness not to exceed one (1) year with the Board

making up the difference in the amount of such Workers' Compensation received and the normal amount of her weekly compensation.

Section 5

The Board of Education reserves the right to change insurance carriers at any time as long as it gives prior notice to the unit and as long as the substitute insurance carrier's policy is substantially equivalent to the existing plan. Plans will be considered substantially equivalent if it provides similar design including co-pay, deductibles, coinsurance, and out of pocket expense. The provider network of the substitute insurance carrier will be considered substantially equivalent as long as there is a match of providers to enforce the carrier of 90% or greater.

ARTICLE XII **SEVERANCE**

Section 1

If any provisions of this Agreement shall be held or declared to be illegal by an authority of established and competent legal jurisdiction, said provision shall be deemed null and void without affecting the obligations of the balance of this Agreement.

ARTICLE XIII **MISCELLANEOUS**

Section 1

The Board shall provide the Council #4 Representative with three (3) original signature copies of the Agreement at the time of signing. Current employees shall receive a copy within thirty (30) days after signing. New employees will be provided with a copy of this Agreement at the time they are hired.

Section 2

The workplace is considered a professional atmosphere, so appropriate attire will be expected by the employees. If occasions occur (e.g. field trips, physical education, casual Fridays), employees will have the ability to fit in with their environment. Appropriateness will be determined by the employee.

Section 3

Educational Assistants hired to work as one-one-one staff will have their term of employment defined by the needs of the student to which they are assigned as determined by the region.

**ARTICLE XIV
DURATION**

Section 1

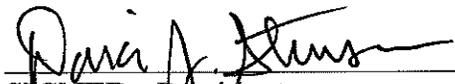
This Agreement shall be of four (4) years' duration and shall be effective from July 1, 2018 to and including June 30, 2022. Either party may request negotiations for a successor Agreement in accordance with the terms set forth in the Municipal Employee Relations Act, Conn. Gen. Stat. 7-467, et. seq.

**BOARD OF EDUCATION
REGIONAL SCHOOL DISTRICT NO. 7**

**EDUCATIONAL ASSISTANTS
LOCAL 1303-203 OF COUNCIL #4
AFSCME, AFL-CIO**



SIGNED: Finance Director



SIGNED: President

5/30/2019

6/5/2019



SIGNED: Board Chair



SIGNED: Staff Representative

5/30/19

Date

5/30/2019

Date

APPENDIX A

WAGES

<u>EFFECTIVE JULY 1, 2018</u> (1.75%)	<u>EFFECTIVE JULY 1, 2019</u> (2.0%)	<u>EFFECTIVE JULY 1, 2020</u> (1.75%)	<u>EFFECTIVE JULY 1, 2021</u> (2.0%)
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BASE A

1	\$18.75	\$19.13	\$19.47	\$19.85
2	\$19.17	\$19.55	\$19.90	\$20.29
3	\$19.59	\$19.98	\$20.33	\$20.73
4	\$20.03	\$20.44	\$20.79	\$21.21
5	\$20.31	\$20.72	\$21.08	\$21.50
6	\$20.48	\$20.89	\$21.26	\$21.68
7	\$20.85	\$21.27	\$21.64	\$22.07
8	\$21.10	\$21.53	\$21.90	\$22.34

BASE B

1	\$19.82	\$20.22	\$20.57	\$20.98
2	\$20.14	\$20.54	\$20.90	\$21.32
3	\$20.66	\$21.07	\$21.44	\$21.87
4	\$21.10	\$21.53	\$21.90	\$22.34

Employees who are not at the maximum step of their classification shall advance one (1) step each July 1st of this Agreement.

**APPENDIX B
POSITION QUALIFICATIONS**

BASE LEVEL "A" - QUALIFICATIONS

- A. Bachelor's degree with one or more of the following:
 - A. Course work in child development;
 - B. Background of experience in working the children;
 - C. Previous successful experience working with students in a school setting;

OR

- B. An Associate's degree with a teacher aide minor or major that relates to special education; i.e., child care, psychology, social work, physical education.

BASE LEVEL "B" - QUALIFICATIONS

- A. Teacher's certificate; or
- B. Bachelor's degree with one or more of the following;
 - 1. Major that relates to Special Education;
 - 2. Background experience in working with Special Education children.

Any Educational Assistants who began work on or before July 1, 2008 are considered to the experience commensurate with the above listed qualifications.