

AGREEMENT

Between the

GLASTONBURY BOARD OF EDUCATION

And

LOCAL #3817 - COUNCIL #4, AFSCME, AFL-CIO

GLASTONBURY PART-TIME PARAPROFESSIONALS UNION

July 1, 2018 - June 30, 2022

TABLE OF CONTENTS

| | | | |
|---------|----|---|-------|
| ARTICLE | 1 | RECOGNITION | 3 |
| ARTICLE | 2 | WAGES | 3 |
| ARTICLE | 3 | LONGEVITY | 3 |
| ARTICLE | 4 | VACANCIES, TRANSFERS AND EMPLOYMENT CONFIRMATION | 4 & 5 |
| ARTICLE | 5 | HOURS OF WORK & WORK SCHEDULES | 5 |
| ARTICLE | 6 | HOLIDAYS | 5 |
| ARTICLE | 7 | SENIORITY LIST | 6 |
| ARTICLE | 8 | LAYOFF AND RECALL | 6 |
| ARTICLE | 9 | LEAVE | 7 |
| ARTICLE | 10 | WORKERS COMPENSATION | 7 |
| ARTICLE | 11 | JURY DUTY | 8 |
| ARTICLE | 12 | GRIEVANCE PROCEDURE | 8 & 9 |
| ARTICLE | 13 | UNION MEDIATION & ARBITRATION REPRESENTATION | 10 |
| ARTICLE | 14 | MANAGEMENT RIGHTS | 10 |
| ARTICLE | 15 | UNION SECURITY & DUES DEDUCTION | 10 |
| ARTICLE | 16 | JOB CLASSIFICATIONS | 11 |
| ARTICLE | 17 | RECLASSIFICATIONS | 11 |
| ARTICLE | 18 | SAFETY | 11 |
| ARTICLE | 19 | DISCIPLINE | 12 |
| ARTICLE | 20 | STAFF TRAINING | 12 |
| ARTICLE | 21 | PERSONNEL RECORDS | 12 |
| ARTICLE | 22 | NEGOTIATIONS OVER SUCCESSOR AGREEMENT | 13 |
| ARTICLE | 23 | DURATION | 13 |
| | | EXHIBIT A – WAGE SCHEDULE | 14 |

AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO on this 6th day of August, 2018, by and between the GLASTONBURY BOARD OF EDUCATION (hereinafter referred to as the "Board") and LOCAL #3817, COUNCIL #4, AFSCME, AFL-CIO, GLASTONBURY PART TIME PARAPROFESSIONALS UNION (hereinafter referred to as the "Union").

ARTICLE 1 - RECOGNITION

The Board hereby recognizes and certifies the Union as the exclusive representative for all employees in the unit consisting of employees of the Board in the public school system of the Town of Glastonbury engaged in part-time paraprofessional work scheduled between 15 hours per week and 24 hours per week. This recognition agreement is made for the purpose of, and in accordance with, all of the rights and privileges as provided by the Municipal Employees Relations Act, Chapter 113, section 7-467-477, as amended 1967, General Statutes of Connecticut.

ARTICLE 2 - WAGES

2.1 Effective July 1, 2018 and lasting until June 30, 2022, all employees shall be paid in accordance with the wage schedule annexed hereto and designated as Exhibit A.

2.2 If an employee in the bargaining unit is involuntarily transferred during the school year to a position with a lower wage rate, his/her higher wage rate will be maintained for the remainder of that school year only.

ARTICLE 3 - LONGEVITY

3.1 Any employee, who, by October 31st of the-school-year, has completed ten (10) years of employment with the Glastonbury Public Schools, will receive a longevity payment in the amount of Two Hundred Fifty Dollars (\$250), to be paid in one lump sum in December of each year.

3.2 Any employee, who, by October 31st of the school year, has completed fifteen (15) years of employment with the Glastonbury Public Schools, will receive a longevity payment in the amount of Five Hundred Dollars (\$500), to be paid in one lump sum in December of each year.

3.3 Any employee, who, by October 31st of the school year, has completed twenty (20) years of employment with the Glastonbury Public Schools, will receive a longevity payment in the amount of One Thousand Dollars (\$1,000), to be paid in one lump sum in December of each year.

ARTICLE 4 - VACANCIES, TRANSFERS and EMPLOYMENT CONFIRMATION

Vacancies

4.1 The Superintendent of Schools/designee will send an email to union members three (3) days before external candidates are considered. Any interested employee may apply in accordance with specified time limits and application process as provided by the email.

4.2 Assignments and transfers of part-time paraprofessionals will be made by the Superintendent of Schools/designee to best serve the interests of the Glastonbury Public Schools.

Transfers

Voluntary Transfers:

4.3 A part-time paraprofessional may request a transfer to a different school or assignment by submitting such request to the Superintendent of Schools/designee.

Involuntary Transfers:

4.4 When a reduction in the number of part-time paraprofessionals to be assigned to a school or program is necessary:

Volunteers will be considered first.

Transfers will be based upon factors which include experience, training, and skill.

Seniority will be considered only if all other factors are equal.

4.5 Nothing in this document shall be construed to imply tenure of position or location.

4.6 Transfers will be made at the beginning of each school year except when in the opinion of the Superintendent of Schools/designee, an immediate transfer is necessary.

4.7 A report providing all active employees in the union with their title, work location and hire/rehire dates, as well as a list of terminations for that month, will be provided electronically to the President of the Union on a monthly basis from September through June of each school year.

New Employees into Bargaining Unit:

4.8 New employees into this contract shall be on probation for a period of ninety (90) calendar days and may be terminated by the Superintendent/designee in his/her sole discretion for any reason whatsoever, and neither the employee nor the Union, on his/her behalf, shall have recourse to the grievance procedures of this Agreement.

Employment Confirmation

4.9 Employees will be advised by the end of the school year if their assignment will continue in the next school year. For positions that are district resources (i.e. Special Education Paraprofessional(s)), notification of specific assignments indicating location and hours of work will be made prior to July 31st of each year with the understanding that assignments are based on district needs and are subject to change.

ARTICLE 5 - HOURS OF WORK AND WORK SCHEDULES

5.1. When school is closed due to an emergency situation, including inclement weather, part-time paraprofessionals will be released without loss of pay when teachers are released.

5.2. When the student to whom the part-time paraprofessional has been assigned is absent from school for all or part of the part-time paraprofessional's regularly scheduled work day, the part-time paraprofessional will be given an opportunity to accept another assignment. The part-time paraprofessional will be paid for those hours if he/she accepts the other assignment. If he/she does not accept the assignment, available paid Personal Leave will be used before any unpaid leave.

ARTICLE 6 - HOLIDAYS

6.1 All employees covered under this agreement will be paid for the following holidays:

Thanksgiving Day - four (4) hours
Christmas Day - four (4) hours
New Year's Day* - four (4) hours
Memorial Day - four (4) hours
Good Friday - four (4) hours

*Effective with the 2019/2020 school year.

6.2 The paid holiday will be subject to the employee working both the work day before and the work day after the specified holiday. However, this condition shall not apply to an employee whose work schedule in any week provides a regularly scheduled work day off before or after the day on which the holiday falls.

ARTICLE 7 - SENIORITY LIST

7.1 The Board shall furnish to the Union, by November 1st of each year, a seniority list showing the length of service of all current part-time paraprofessionals in the bargaining unit. Mistakes shall be brought to the attention of the Superintendent of Schools/designee, within thirty (30) days of delivery of the list.

7.2 For the purpose of this Agreement, seniority shall be defined as an employee's continuous unbroken service as an employee of the Board of Education in a position covered by the bargaining unit dating from most recent date of hire as a new employee.

ARTICLE 8 - LAYOFF AND RECALL

Layoff

A layoff is defined as the involuntary, non-disciplinary separation of an employee from Board service because of lack of work or other economic necessity. No employee shall be laid off except in compliance with this Article in this order:

- a. Temporary employees shall be laid off first
- b. The employee with the least qualifications and the least seniority shall be laid off next

Recall

Laid-off employees shall be rehired based on qualifications for the position in the reverse order of the layoff and no new employee shall be hired until all qualified laid-off employees have been given an opportunity to return to work. Notification will be made by email and will require a 48-hour response. No response will be an assumption of refusal, and shall result in forfeiture of recall rights. Recall rights will be good until December 1st of the school year following the layoff.

An employee being recalled from a layoff shall return to the same salary step of employment he/she would have been at if he/she had not been laid off provided that he/she had been at that previous step for a minimum of (6) months prior to the layoff.

A laid-off employee shall maintain his/her years of service for the purpose of longevity, however, no additional longevity time shall be accrued during layoff.

The RECALL LIST shall be administered in the following sequence to offer positions to Groups A, B & C employees:

Position available in Group A: a Group A employee (lateral) must accept it or fall off the recall list, a Group B & C employee does not have to accept a downgrade to Group A and remains on the list.

Position available in Group B: a Group B employee (lateral) must accept it or fall off the recall list; a Group A employee does not have to accept an upgrade to Group B & C and remains on the list.

Position available in Group C: a Group C employee (lateral) must accept it or fall off the recall list, a Group C employee does not have to accept a downgrade to Group A & B and remains on the list.

ARTICLE 9 - LEAVE

Paid Leave

9.1 After completion of one complete year of service calculated from the employee's seniority date in the contract, all part-time paraprofessionals covered under this agreement will be entitled, on an annual basis, to twenty (20) hours of paid leave, non-cumulative, for reasons of illness or personal business. Newly eligible employees will be pro-rated during their first school year of eligibility.

9.2 All requests for personal reasons must be approved by the employee's immediate supervisor at least five (5) workdays prior to the absence, except in emergency situations or funerals.

Unpaid Leave

9.3 After completion of one complete year of service calculated from the employee's seniority date in the contract, leaves of absence without pay may be granted by the Superintendent of Schools/designee for a limited, definite period not to exceed one school year.

ARTICLE 10 - WORKERS COMPENSATION BENEFITS

Whenever an employee is absent as a result of personal injury which is covered by the regulations of Workers Compensation, she/he shall be paid pursuant to the Connecticut Workers' Compensation Act Rules and Regulations.

ARTICLE 11 - JURY DUTY

Any employee required to report for jury duty on a scheduled work day shall receive full pay from the Board, minus any pay received for jury duty, during the first five (5) days of that jury duty assignment. An employee notified to report for jury duty shall notify her/his supervisor as soon as possible following receipt of such notice.

ARTICLE 12 - GRIEVANCE PROCEDURE

12.1 Purpose: The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems of part-time paraprofessionals. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure. It is understood by and between the parties that the grievance procedure should be applied as quickly as possible, with as few steps as possible.

12.2 Definition: A grievance shall be interpreted as a claim based upon challenge of interpretation or application by the administration of existing Board of Education policy or this Agreement, as such event or condition may affect the salary or condition of employment of a part-time paraprofessional.

12.3 Procedure: It is important that grievances or disputes be processed as rapidly as possible. The time limits specified may be extended by mutual agreement.

A. Informal

Formal grievance procedure can begin only after the employee has first attempted to resolve his/her dissatisfaction with his/her supervisor on an informal basis. If there is no resolution during the informal level, the employee must submit the written formal grievance within fifteen (15) workdays of the incident upon which the grievance is based.

B. Level One - Human Resources Manager or Designee

1. Employee presents a written statement of the grievance to the Human Resources Manager or designee within fifteen (15) workdays of the event giving rise to the grievance.
2. Human Resources Manager or designee gives a written decision to the employee with the reasons therefore within five (5) workdays of receipt of the statement of B.1.

C. Level Two - Superintendent of Schools/Designee

1. Employee delivers a request for appeal to the Superintendent of Schools/designee within ten (10) workdays of receipt by the employee of the decision of B.2.
2. The Superintendent of Schools/designee and Human Resources Manager or designee meet with the employee within five (5) workdays of receipt by the Superintendent of Schools/designee of the request of C.1.
3. The Superintendent of Schools/designee gives a written decision to the employee within five (5) workdays of the meeting in C.2.

D. Level Three - Board of Education or Designee

1. Absent satisfactory settlement at Level Two, the employee files a request for appeal to the Board of Education with the Superintendent of Schools/ designee within fifteen (15) workdays of receipt of the decision of Level C.3 by the employee.
2. The Board of Education and the Superintendent of Schools/designee meet with the employee within twenty (20) workdays of receipt of the request for appeal to the Board of Education by the Superintendent of Schools/designee.
3. The Board of Education gives a written decision with the reasons therefore to the employee within ten (10) workdays of the meeting of D.2.

E. Level Four - Arbitration

Absent satisfactory settlement of the grievance at Level Three, the Union may file within ten (10) days of its receipt of the Board's decision a request for arbitration with the Connecticut State Board of Mediation and Arbitration. A copy of said request will be sent to the Board of Education. Both the selection of the arbitrator and the arbitration hearing shall be conducted in accordance with the administrative procedures, practices and rules of the Connecticut State Board of Mediation and Arbitration. The arbitrator shall be bound by and must comply with all the terms of this Agreement. He/she shall have no power to add to, delete from or modify in any way any of the provisions of this Agreement. The decision of the arbitrator shall be binding upon both parties. The cost for the services of the arbitrator, including per diem expenses, if any, and actual travel and subsistence expenses, shall be borne equally by the Board and the Union.

ARTICLE 13 - UNION MEDIATION & ARBITRATION

13.1 The Board shall permit one (1) or two (2) specified Union representatives to attend mediation sessions held for the purpose of dealing with grievances at Level Four of the grievance procedure established under Article 17 of this Agreement without loss of pay. Such representatives shall be paid only for hours thus spent which would have otherwise been worked. The Union agrees to provide the Superintendent of Schools/designee with due notification that such representatives will be absent for participation in any mediation session.

13.2 The grievant and one (1) representative of the Union shall not suffer a loss of pay if it is necessary to schedule a grievance procedure or arbitration hearing(s) during said employees' normal work hours.

ARTICLE 14 - MANAGEMENT RIGHTS

Nothing in this contract shall be construed to alter existing rights, benefits or privileges afforded employees heretofore, except those subject to administrative decision, unless it is specifically stated in this contract. It is recognized that the Board of Education 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 the Town of Glastonbury in all of its aspects as set forth in section 10-220 of the Connecticut General Statutes. These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with or in violation of any part of specific terms and provisions of this Agreement.

ARTICLE 15 - UNION SECURITY & DUES DEDUCTIONS

15.1 All employees covered by this Agreement, shall be required, as a condition of continued employment, to become members of the Union or pay a service fee on or within thirty (30) days of the date of hiring or within thirty (30) days after the effective date of this Agreement, whichever is later. Said service fee shall be in an amount determined by the Union in accordance with applicable case law and statutes.

15.2 The employer agrees to deduct from the pay of its employees who have signed an authorization card such membership dues or service fees as may be fixed by the Union. Such deductions shall continue for the duration of this Agreement or any extension that might be agreed upon.

15.3 The deduction shall be made twice a month on regular pay dates as determined by the Finance Manager and shall be remitted to Council #4 together with a list of names of employees from whose wages such deductions have been made not later than the last day of each month.

15.4 The Union agrees to indemnify, defend and to hold the Board harmless (including payments of all Board costs and legal fees) against any and all claims for damages, demands suits or other forms of liability that shall or may arise out of, or by reason of, carrying out the provisions of this agreement concerning the deduction from wages of such dues or fees that are specified above and the Union also agrees that the Board is entitled to legal representation of its choice in any such contested matters.

15.5 Further, the Union agrees that neither it, nor any of its representatives, will challenge or contest the validity or enforceability or legality of this clause in any form.

ARTICLE 16 - JOB CLASSIFICATIONS

Each employee upon assignment, and thereafter upon request, shall be given a copy of his/her job specification. Reasonable work assignments shall be in accordance with that job specification.

ARTICLE 17 - RECLASSIFICATIONS

17.1 An employee may submit a request for reclassification on a form supplied by Human Resources. Such request will be limited to one per school year and must be submitted between April 1st and May 1st.

17.2 The Human Resources Manager shall notify the employee and the President of Local #3817 of the reclassification decision.

17.3 The decision for reclassification may be appealed by the employee to the Superintendent of Schools/designee.

ARTICLE 18 - SAFETY

The Board will reimburse an employee up to five hundred dollars (\$500) for any personal property damaged or destroyed on Board property as a result of documented student negligence or malice. The Board's liability in this respect shall not exceed five hundred dollars (\$500) to any one (1) person per incident, or five thousand dollars (\$5,000) per school year. Claims will be paid each June. If the claims exceed five thousand dollars (\$5,000), the Board may, in its sole discretion, make additional reimbursements upon request, and may prorate claims as needed to meet the five thousand dollar (\$5,000) limit or any increase thereof which it may approve.

ARTICLE 19 - DISCIPLINE

19.1 No employee shall be disciplined without just cause.

19.2 Disciplinary actions shall generally follow the following order:

- a. Verbal Warning
- b. Written Warning
- c. Suspension and/or Discharge

19.3 All suspensions and discharges shall be given in writing to the employee and shall state the reason for such action. A copy shall be forwarded to the President of the Union at the time of the suspension and/or discharge.

ARTICLE 20 - STAFF TRAINING

The Board of Education recognizes the importance of training for the part-time paraprofessional staff. In-Service opportunities will be provided on a regular basis as needed.

ARTICLE 21 - PERSONNEL RECORDS

21.1 Employee personnel files shall be defined in accordance with Section 31-128 of the Connecticut General Statutes, which defines a personnel file as paper, documents and reports, including electronic mail and facsimiles, pertaining to a particular employee's eligibility for employment, additional compensation, transfer, termination, disciplinary or other adverse personnel actions including employee reports relating to such employee's character, credit and work habits.

21.2 An employee covered by this Agreement shall at his/her request be allowed to review his or her personnel file. Such personnel file shall be kept at Central Office.

21.3 No performance evaluations or discipline documentation shall be placed in an employee's file unless the employee has had the opportunity to read, respond to and retain a copy.

21.4 If there is a disagreement with any information in a personnel record, the Board and the Union may mutually agree to remove or correct it. If agreement is not reached, the employee may submit a written statement explaining his/her disagreement. This statement must be retained in the personnel record.

ARTICLE 22 - NEGOTIATIONS OVER SUCCESSOR AGREEMENT

Not later than one hundred and twenty (120) days preceding the expiration date of this Agreement, the Board agrees to begin to negotiate with the Union over a successor agreement in accordance with the procedure set forth herein in a good faith effort to reach agreement concerning salaries and conditions of employment.

ARTICLE 23 - DURATION

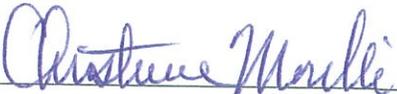
The provisions of this Agreement shall be effective July 1, 2018, and shall continue and remain in full force and effect up to and including June 30, 2022 unless an extension of the Agreement is expressly agreed to in writing by the parties before expiration of the Agreement.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 6th day of August, 2018,

GLASTONBURY BOARD OF
EDUCATION

By 
Chairman

LOCAL #3817, COUNCIL #4
AFSCME, AFL-CIO

By 
President

By 
Representative, Council #4, AFSCME

EXHIBIT A

WAGE SCHEDULE

A. Copy, Greeters, Library, Lunch/Recess, Office, Science Part-Time Paraprofessionals

| | <u>1-2 Years</u> | <u>3-9 Years</u> | <u>10-15 Years</u> | <u>16+ Years</u> |
|-------------|------------------|------------------|--------------------|------------------|
| 2018 - 2019 | \$15.08 | \$15.68 | \$16.07 | \$16.48 |
| 2019 - 2020 | \$15.38 | \$16.00 | \$16.40 | \$16.81 |
| 2020 - 2021 | \$15.69 | \$16.32 | \$16.72 | \$17.14 |
| 2021 - 2022 | \$16.08 | \$16.73 | \$17.14 | \$17.57 |

B. Classroom, Early Literacy Part-Time Paraprofessionals

| | <u>1-2 Years</u> | <u>3-9 Years</u> | <u>10-15 Years</u> | <u>16+ Years</u> |
|-------------|------------------|------------------|--------------------|------------------|
| 2018 - 2019 | \$15.68 | \$16.28 | \$16.69 | \$17.11 |
| 2019 - 2020 | \$16.00 | \$16.60 | \$17.02 | \$17.45 |
| 2020 - 2021 | \$16.32 | \$16.94 | \$17.36 | \$17.80 |
| 2021 - 2022 | \$16.73 | \$17.36 | \$17.80 | \$18.24 |

C. Special Education Part-Time Paraprofessionals

| | <u>1-2 Years</u> | <u>3-9 Years</u> | <u>10-15 Years</u> | <u>16+ Years</u> |
|-------------|------------------|------------------|--------------------|------------------|
| 2018 - 2019 | \$16.53 | \$17.13 | \$17.82 | \$18.52 |
| 2019 - 2020 | \$16.87 | \$17.47 | \$18.17 | \$18.89 |
| 2020 - 2021 | \$17.46 | \$18.08 | \$18.79 | \$19.52 |
| 2021 - 2022 | \$17.90 | \$18.53 | \$19.26 | \$20.01 |

D. "Grandfathered" Part-Time Paraprofessionals

As of 7/1/18 one part-time office paraprofessional (seniority date 2/12/96) has her hourly wages in effect on June 30, 2009 "red circled" until the schedule of hourly wages paid in classifications reaches \$18.00 per hour.