

AGREEMENT

between

OLD SAYBROOK BOARD OF EDUCATION

and

OLDSAYBROOK PARAEDUCATORS
CONNECTICUT INDEPENDENT LABOR UNION, UE LOCAL #222,
CILU/CIPU # 53

JULY 1, 2018 through JUNE 30, 2021

TABLE OF CONTENTS

PREAMBLE1

ARTICLE I RECOGNITION1

ARTICLE II UNION SECURITY AND PAYROLL DEDUCTION.....1

ARTICLE III BOARD PREROGATIVES2

ARTICLE IV NON-DISCRIMINATION4

ARTICLE V HOURS OF WORK AND OVERTIME4

ARTICLE VI SENIORITY/PROBATIONARY PERIOD/LAYOFF5

ARTICLE VII LEAVE PROVISIONS.....7

ARTICLE VIII LEAVES OF ABSENCE.....8

ARTICLE IX VACANCY9

ARTICLE X DISCIPLINARY ACTION.....10

ARTICLE XI GRIEVANCE PROCEDURE.....10

ARTICLE XII PERSONNEL RECORDS13

ARTICLE XIII SAVINGS CLAUSE.....13

ARTICLE XIV MISCELLANEOUS13

ARTICLE XV PERFORMANCE EVALUATION15

ARTICLE XVI HOLIDAYS15

ARTICLE XVII PERSONAL LEAVE.....16

ARTICLE XVIII PROFESSIONAL DEVELOPMENT.....16

ARTICLE XIX JOB DESCRIPTION17

ARTICLE XX WAGES17

ARTICLE XXI PRIOR RIGHTS17

ARTICLE XXII	HEALTH INSURANCE.....	18
ARTICLE XXIII	HEALTH AND SAFETY.....	18
ARTICLE XXIV	DURATION.....	19
	SIGNATURE PAGE	19
	SCHEDULE A.....	20

PREAMBLE

The Agreement is entered into by and between the Old Saybrook Board of Education (hereinafter referred to as the "Board"), and the Connecticut Independent Labor Union, UE Local #222, CILU/CIPU and its sublocal CILU #53, affiliated with United Electrical, Radio and Machine Workers of America (UE) (hereinafter referred to as the "Union"), representing the Old Saybrook Paraeducators bargaining unit.

ARTICLE I RECOGNITION

The Board recognizes the Union as the sole and exclusive representative for purposes of collective bargaining on matters of wages, hours and other conditions of employment for all Paraeducators including instructional assistants/monitor assistants, job coach, tutor and excluding all other employees excluded under the Municipal Employee Relations Act.

ARTICLE II UNION SECURITY AND PAYROLL DEDUCTION

Section 2.0

The Board agrees to provide space on a bulletin board in each building under its supervision in which a member of the bargaining unit works, for the exclusive use of the Union.

Section 2.1

The Board shall provide each employee with a copy of this Agreement within thirty (30) days after the signing of this Agreement. New employees shall be provided with a copy of this Agreement upon hire.

Section 2.2

The Union may use school buildings for meetings with bargaining unit employees during non-working hours, provided it makes written application to the Superintendent or his designee, and provided that the use is approved by the building principal and the Superintendent or his designee. The Union agrees to leave the school building which is used for this purpose in the condition it was found provided that if any additional cleanup costs are required, the Union agrees to reimburse the Board for such additional cost.

Section 2.3

During the term of this Agreement or extension thereof, all employees in the collective bargaining unit shall, from the date of their employment by the Board, as a condition of employment, either become and remain members of the Union in good standing in accordance with the Constitution and By-Laws of the Union, or in lieu of Union membership, pay to the Union an agency service fee as certified by the Union and allowed by law.

Section 2.4

The Board agrees to deduct dues and/or service fees every pay period, as certified by the Secretary of the Union, from the wages of all employees covered by this Agreement who submit to the Board a written authorization of dues or service fee deduction and the Board shall remit such dues/fees to the Union monthly accompanied by the list of employees from whose wages dues/fee deductions have been made. The Union will save the Board harmless from all claims, demands, suits or judgments arising from the implementation of this Section.

Section 2.5

The Union shall supply to the Board written notice at least thirty (30) days prior to the effective date of any change in the rates of fees or dues.

Section 2.6

The Union shall indemnify and hold the Board harmless from any and all demands, suits, complaints, claims, costs and liabilities, including reasonable attorney's fees, caused by or arising out of the administration or enforcement of this Article.

Section 2.7

No dues or fees will be deducted from an employee on sick leave who has exhausted accumulated sick leave or while collecting Workers' Compensation.

Section 2.8

Upon at least two (2) weeks advanced written request to the Superintendent and subject to work requirements, two (2) members of the Union may be granted unpaid leave to attend quarterly UE Regional Council Meetings, the biennial UE National Convention and UE national or local Political Action Conference, Union Trainings or Local 222 Council Meetings.

ARTICLE III BOARD PREROGATIVES

Section 3.0

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 the rights, powers and authority heretofore had by it, and shall have the sole right, responsibility and prerogative of management of the affairs of the Board of Education and direction of the working forces, including, but not limited to those rights provided by Conn. Gen. Stat. §10-220 and the following:

- a. To determine the care, maintenance and operation of equipment and property used for and in behalf of the purposes of the Board.

- b. To establish or continue policies, practices and procedures for the conduct of Board business and, from time to time, to change or abolish such policies, practices or procedures.
- c. To discontinue processes or operations or to discontinue their performance by employees.
- d. To select and to determine the number and types of employees required to perform the Board's operation.
- e. To employ, transfer, promote or demote employees, or to lay off, furlough, terminate for just cause or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Board.
- f. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Board, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.
- g. To create job specifications and revise existing job specifications as deemed necessary provided that upon request the Board agrees to negotiate regarding the impact of those changes on employees' terms or conditions of employment.
- h. To take any action which the Board reasonably believes is necessary to comply with any legal requirement regardless of the restrictions imposed by any term or condition of this Agreement.
- i. To substitute any observed holiday listed in Article XVI with a floating holiday to be scheduled in advance by individual employees with their supervisors.
- j. To establish contracts or subcontracts for any of the Board's operations so long as such contracts or subcontracting is in compliance with the MERA.

Section 3.1

The above rights, responsibilities and prerogatives are inherent in the Board of Education and the Superintendent by virtue of statutory and charter provisions and are not subject to delegation in whole or in part.

ARTICLE IV NON-DISCRIMINATION

All provisions of this Agreement shall apply equally to all employees without discrimination on the basis of race, color, creed or religion, sex, sexual orientation, national origin, age, physical or

mental disability, or political affiliation. The parties mutually agree to attempt to resolve all complaints of discrimination through the grievance process.

ARTICLE V HOURS OF WORK AND OVERTIME

Section 5.0

The work schedule for Paraeducators for each school shall be determined at the beginning of the school year by the building principal and/or the Director of Support Services. Employees shall be notified of schedule changes or changes in work or location as well as starting and ending times at least two (2) weeks in advance when possible.

Section 5.1

Unless otherwise required by the building principal or agreed between the employee and the building principal, the employees shall regularly work during the period of Monday through Friday. To the extent that the Board decides the Paraeducator-type services are necessary on Saturdays, or outside of the regular school day, the opportunity to work shall be offered to qualified employees based on experience, as determined by management. In order to be considered for such additional work, employees must submit a letter of interest to the Superintendent on or before the last day of the first week of school in each academic year.

Section 5.2

Employees will be paid at the appropriate hourly rate for all hours worked and shall not be authorized or permitted to work off the clock.

Section 5.3

Time and one-half shall be paid for all work performed in excess of forty (40) hours per week.

Section 5.4

Employees shall not leave the school to which they are assigned during working hours without the knowledge and permission of the building principal or his/her immediate supervisor.

Section 5.5

The Administration will make a good faith effort to evaluate the need for preparation time for Paraeducator positions and will provide such time where the Administration deems it to be necessary. This evaluation shall be made on an individualized basis taking into consideration the role of the Paraeducator and the needs of the student(s).

Section 5.6

New hires will be provided with a salary notification form including building and job assignment within two (2) weeks of hire or within a reasonable time after the Board has decided upon the employee's assignment.

**ARTICLE VI
SENIORITY/PROBATIONARY PERIOD/LAYOFF**

Section 6.0

No employee shall attain any rights under this Agreement until he/she has been continuously employed by the Board for a period of six (6) months. Until expiration of such period, he/she may be terminated for any reason whatsoever and neither the employee nor the Union, on his/her behalf, shall have recourse to the grievance or arbitration provisions of this Agreement.

Section 6.1

Seniority shall be measured by the employee's length of continuous, uninterrupted service in the bargaining unit. Seniority shall not be interrupted by periods of authorized paid or unpaid leave up to a maximum duration of three (3) months, provided that the employee returns to work immediately at the conclusion of such approved leave periods. Seniority shall be determined by the number of months the employee is employed by the Board in the bargaining unit.

Section 6.2

The Board shall prepare a list of all employees covered by this Agreement showing their seniority and deliver such list to the Union by October 1 of each year. If the Union does not raise a written objection to the list by December 1 of each year, then the list will be presumed to be correct.

Section 6.3

The Board will give employees no less than (2) weeks' notice in advance of layoff, provided however, that if the Board finally decides who will be laid off sooner, the Board will provide as much notice as is reasonably possible.

Section 6.4

Employees who are chosen for layoff may have bumping rights in the event that a less senior employee holds a position in a different classification and the employee chosen for layoff is fully qualified to perform the functions of such classification. To be eligible, employees chosen for layoff must elect to bump the least senior employee in another classification (for which the employee is fully qualified) within one (1) week of receipt of notice of layoff. Along with the layoff notice, the Board shall provide the employee selected for layoff with a bargaining unit seniority list which shall include the regular hours of work of less senior employees, if any.

Section 6.5

Any employee who bumps from one (1) classification to another shall serve a probationary period of thirty (30) working days in the new classification. Employees who bump into a new classification shall be paid at the rate of pay for the new classification. If in the sole judgment of the supervisor, such employee is unable to perform successfully in the new classification, the employee will be subject to termination during the term of this probationary period (and any extension thereof) without recourse to the grievance procedure. The employee may request a meeting with his/her supervisor and his/her representative to discuss the possibility of an extension of this probationary period prior to termination. The supervisor's judgment regarding the employee's ability to perform in the new position shall not be subject to the grievance procedure.

Section 6.6

A laid off employee's name shall be placed on a recall list for a period of up to one (1) year and shall be subject to recall while on the list in order of seniority (from highest to lowest). The laid off employee shall have the right to be recalled to the position and/or classification from which he/she was laid off if a position should become vacant. The choice of employees to be rehired shall be based on seniority. Seniority will continue to accrue during a period of layoff provided the employee returns to work within one (1) year.

No person shall be newly employed in a classification that includes an individual on the recall list until all persons on the recall list in that classification have been offered employment through a notice sent by certified mail, return receipt requested to the employee's last known address. It shall be the laid-off employee's responsibility to notify the Superintendent of Schools of his/her current address in writing.

An individual who declines one (1) offer of re-employment shall forfeit all remaining recall rights. Failure to respond in writing to a notice of an opening within ten (10) working days after the mailing thereof shall constitute a refusal to accept re-employment and shall result in the employee's forfeiting all remaining recall rights.

Section 6.7

Employees who have been bumped to a lower classification due to a reduction in force shall have recall rights to their former classification prior to anyone being hired or promoted into such position provided the employee is fully qualified to perform the duties required of the position.

ARTICLE VII LEAVE PROVISIONS

Section 7.0 - Sick Leave

Employees shall earn paid sick leave at the rate of one (1) day per month worked (up to a

maximum often (10) days per year). Unused sick days may be accumulated to a maximum of one hundred (100) days.

Sick leave may be used for the following purposes:

- a. Personal illness or injury.
- b. Enforced quarantine of the employee in accordance with community health regulations.
- c. In the event of serious illness or injury to a member of the employee's immediate family, provided that not more than five (5) days of sick leave per year shall be granted for this purpose. "Immediate family" means husband, wife, parent/guardian, sister, brother or child and also includes any relative of the employee who is domiciled in the employee's household.

Section 7.1

A certificate from a physician, physician's assistant (PA) or APRN showing date of illness or incapacity may be required after five (5) consecutive working days of absence or in cases of suspected abuse.

Section 7.2

Upon request, the Board agrees to discuss any proposal that the Union may make regarding the concept of a sick leave bank by which individual bargaining unit members may request to donate accumulated sick leave to a member of the bargaining unit in the case of a serious illness of such individual.

Section 7.3 - Bereavement

- a. In the event of the death of a member of an employee's immediate family, as defined in Section 7.0.c., the employee will be paid for the time lost from scheduled work, not to exceed three (3) days, to attend to matters at the time of death. Employees may request the Superintendent to approve up to an additional four (4) days of leave without pay.
- b. Employees may request up to two (2) additional days of paid bereavement leave (with a maximum total of five (5) paid days per year) if travel over 300 miles is required to attend to the death of the employee's husband, wife, parent/guardian, sister, brother or child. Such days may only be taken within the seven (7) calendar days immediately following the death.

Section 7.4 - Jury Duty

Employees shall receive compensation for time spent serving as jurors in accordance with the law.

**ARTICLE VIII
LEAVES OF ABSENCE**

Section 8.0

Upon recommendation of the Superintendent, an employee may request in writing an unpaid leave of absence for up to one year to be granted or denied solely at the Board's discretion. Upon returning from leave, the employee may be reinstated to a position provided that a position for which the employee is fully qualified is available and further provided the employee would not have been laid off had he/she remained working. The employee shall not earn seniority or benefits during such leave but shall retain all seniority credit and accumulated sick leave earned prior to such leave.

Section 8.1

Eligible employees shall be permitted leave in accordance with the requirements of the Family and Medical Leave Act. Employees shall request a family and medical leave in writing on forms provided by the Board. An employee shall not earn seniority or benefits during such leave but shall retain all seniority credit and accumulated sick leave earned prior to such leave. Provided the employee returns to work immediately at the expiration of the family and medical leave, the employee shall be entitled to return to the position he/she held prior to the leave or to an equivalent position with equivalent pay and benefits.

**ARTICLE IX
VACANCY**

Section 9.0

"Job Vacancy" is defined as an opening created by a death, retirement, resignation, dismissal or new position within the bargaining unit.

Section 9.1

The decision to fill a vacancy, and the manner of filling vacancies covered by this Agreement, shall be solely within the discretion and control of the Board provided that where applicable, the recall list has been fulfilled. The Board shall attempt to select the most qualified applicant for any vacancy.

Section 9.2

All job openings covered by this Agreement shall be posted for five (5) working days following a decision by the Board to fill such vacancy. Employees desiring to apply for the position shall file an application in writing within the posted time limit. The Board shall accept applicants for the position from both inside and outside of the bargaining unit. The Board shall offer the position to the most qualified applicant provided that, where more than one applicant is most qualified, the Board shall choose the most qualified applicant with greatest seniority.

Section 9.3

Any employee (except for a new employee who shall serve a six (6) month probationary period in accordance with Article IV) who is promoted to fill a vacancy shall serve a probationary period of thirty (30) working days in that position. If, in the sole judgment of the supervisor, the employee appointed to fill the vacancy is unable to successfully perform in that position, such employee shall be subject to termination without recourse to the grievance procedure. The employee may request a meeting with his/her supervisor and his/her representative to discuss the possibility of an extension of this probationary period prior to termination. The supervisor's judgment regarding the employee's ability to perform the new position and the supervisor's decision regarding whether or not to extend the employee's probationary period upon request shall not be subject to the grievance procedure.

ARTICLE X DISCIPLINARY ACTION

Section 10.0

No employee who has successfully completed his/her initial probationary period and subsequent probationary period in the event of a transfer shall be dismissed, suspended or receive other disciplinary action except for just cause.

Section 10.1

All suspensions and discharges shall be communicated in writing with reason(s) included and a copy shall be given to the employee at the time of such suspension or discharge. Upon request of the employee, the Board's representative shall mail a copy of the notice of suspension or discharge to the Union.

Section 10.2

An employee who is interviewed concerning a matter which may subject the employee to disciplinary action may, upon request, have an available Union representative present during such interview. If the employee requests the presence of a Union representative at such an investigatory meeting, the interview will come to a close until an available Union representative can be present.

Section 10.3

Except for probationary employees (including transferred employees during their probationary period in the new position), instances of disciplinary action may be appealed through the grievance procedure contained in this Agreement.

Section 10.4

Whenever it becomes necessary to discipline an employee, the Board representative vested with that responsibility shall undertake such discussions in as private a manner as possible.

ARTICLE XI GRIEVANCE PROCEDURE

Section 11.0

The purpose of this procedure is to secure, at the lowest possible administration level, solutions to grievances regarding claims of misapplication and misinterpretation of the Agreement.

Section 11.1 - Definitions

- a. A "grievance" shall mean a complaint by an employee, the Union, or a group of employees that as to him/her there has been a violation, misinterpretation or misapplication of a specific provision of this Agreement.
- b. "Grievant" shall mean any member of the bargaining unit, or group of bargaining unit members or the Union similarly affected by a grievance, seeking recourse under the terms of this Article.
- c. "Days" shall mean working days.

Section 11.2 - Time Limits

- a. If a grievance is not filed in writing with the Principal within ten (10) days after the grievant 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.
- b. Failure by the grievant at any level to appeal a grievance to the next level within the specified time limits shall result in forfeiture of the grievance, in which case it cannot be appealed thereafter.
- c. A grievant may, if any administrator or the Board of Education fails to render his/her/its decision within the specified time limits, process his/her/its grievance to the next higher level.
- d. The time limits contained in this Article may be extended only by written mutual agreement.

Section 11.3 - Level One - Principal

If a grievant feels that he/she may have a grievance, he/she may first discuss the matter with the Principal in an effort to resolve the problem informally. If the grievant is not satisfied with the disposition of the matter, he/she shall reduce the grievance to writing and submit it to the Principal. The Principal shall, within ten (10) days of that filing of the grievance in writing, give

a written answer with a copy to the Union. If either party feels that the presence of the Director of Pupil Personnel Services is necessary for resolution of a grievance, she/he shall be invited to participate provided that the decision regarding whether to participate shall be his/hers.

Section 11.4 - Level Two - Superintendent of Schools

- a. If the grievant is not satisfied with the disposition of his grievance at Level One, he may within ten (10) days after the decision, file his written grievance with the Superintendent of Schools or his designee.
- b. The Superintendent or his designee shall, within ten (10) days after receipt of the referral, meet with the grievant and a representative of the Union for the purpose of resolving the grievance.
- c. The Superintendent or his designee shall, within ten (10) days after the meeting, render his/her decision and the reasons therefore in writing to the grievant, with a copy to the Union.
- d. Notwithstanding the above grievances over a dismissal, suspension, demotion and grievances concerning more than one (1) employee (class actions) shall be submitted directly to Level Two.

Section 11.5 - Level Three - Mediation/Arbitration

- a. If the Union is not satisfied with the disposition of the grievance at Level Two, the Union may process the grievance to arbitration within fifteen (15) days of receipt of the Level Two answer. Only the Union may submit a grievance to arbitration and it may do so by giving written notice to the Board of its intent to arbitrate the dispute. The submission of the grievance shall state the specific provisions of the contract allegedly violated and the remedy sought.
- b. The parties agree that unless either the Board or the Union objects, arbitrations shall be conducted before the Connecticut State Board of Mediation and Arbitration. Either party may require that an arbitration be heard before the American Arbitration Association. If either the Board or the Union requires that a particular arbitration be heard by the American Arbitration Association, such party shall notify the other of this fact within ten (10) days of the Union's request for arbitration. The cost of arbitration regardless of the chosen arbitration tribunal shall be shared equally by the Board and the Union. The arbitrator(s) shall hear the grievance under the applicable rules and regulations governing arbitrations by such tribunal and the decision shall be final and binding upon the parties. The arbitrators shall have no authority to add to, subtract from, alter or modify this Agreement in any way but must comply with the terms of the Agreement in every respect.
- c. The arbitrator(s) will hear only one grievance at a time, except as otherwise agreed by the parties. This provision will not prevent the arbitrator(s) from

hearing a Union or class action grievance. Neither will it prevent discussion of the arbitrability and the merits of the grievance at the same hearing.

- d. An employee who so desires, may arrange to have union representation during any step of the grievance procedure, provided that grievance meetings shall not be delayed for this purpose.

Section 11.6

The grievant(s) and his/her representative shall be afforded the necessary time off without loss of pay for such grievance hearings held during their regular working hours.

ARTICLE XII PERSONNEL RECORDS

Section 12.0

Any employee may, upon written request, examine his/her personnel file and may have a Union representative present for such examination, provided that such review shall be scheduled in advance by the employee and the Board's representative. The employee may request copies of any material contained in his/her personnel file provided that the employee shall be required to reimburse the Board for the reasonable cost of such copies. The employee may submit a written response to any material contained in his/her personnel file.

Section 12.1

No written evaluation, written warnings, reprimands, or notice of other disciplinary action against an employee shall be placed in an employee's personnel file without notice to the employee.

ARTICLE XIII SAVINGS CLAUSE

If any section, sentence, clause or phrase of the Agreement shall be held for any reason to be inoperative, void or invalid, it shall be severed from the Agreement and the validity of the remaining portions of this Agreement shall not be affected. It is the intention of the parties in adopting this Agreement that no provision shall become inoperative or fail by reason of the invalidity of any other portion or provisions of this Agreement. The parties hereby declare that they would have severally approved of and adopted the individual provisions contained herein separately and apart from the others. The parties agree to negotiate substitute language for the invalidated language immediately after such a determination.

**ARTICLE XIV
MISCELLANEOUS**

Section 14.0

Employees who are working on days when schools are ordered closed early or opened late will suffer no loss of pay.

Section 14.1

Any transportation of students in Board of Education Vehicles will follow Old Saybrook Board of Education policies.

Section 14.2

Employees shall not use their vehicles to transport children.

Section 14.3

The parties hereby understand that the use of pronouns shall include references to both genders.

Section 14.4

When the Board requires employees to attend training conferences, employees who attend will be paid for all time spent at such training. When the Board invites but does not require employees to attend training sessions during regular working hours, employees who choose to attend the training will be paid during regular working hours while attending such training.

Section 14.5

In accordance with Connecticut General Statutes Section 10-212a, employees will not be permitted to administer medication unless otherwise certified in accordance with the requirements of the law.

Section 14.6

Latex gloves shall be available when the circumstances require.

Section 14.7 - Bargaining Unit Information

When a new bargaining unit employee is hired, the Board shall notify the Union and furnish the Union with the name, date of employment, classification, and rate of pay of the new employee. Such information shall be provided to the Union within fifteen (15) working days of the employee's date of hire.

Section 14.8

The Board shall reimburse the employee the cost of tuition for any training the Board requires, upon appropriate notice of the employee's successful completion of the training.

**ARTICLE XV
PERFORMANCE EVALUATION**

Section 15.0

The Board, through its representative, will conduct annual performance evaluations for employees. The written evaluation will be performed by the Board's representative prior to the close of each school year and will be reviewed with the employee involved. The evaluation document shall be signed by the Board's representative and the employee and made a part of his/her personnel file. The employee's signature on the evaluation shall indicate the employee's receipt of the evaluation and not necessarily the employee's agreement with the content of the evaluation.

Section 15.1

If an unsatisfactory rating results from the evaluation process, the employee may request a meeting concerning the evaluation results with the Superintendent or his/her designee and a Union representative but evaluations shall not be subject to the grievance procedure contained in this Agreement.

Section 15.2

The Board will inform the Union of changes it makes to the performance evaluation criteria prior to implementation.

**ARTICLE XVI
HOLIDAYS**

Section 16.0

Except as otherwise noted below, employees shall observe the following holidays off with pay:

- Thanksgiving Day
- Christmas Day
- New Years' Eve
- New Years' Day
- Memorial Day
- Labor Day
- Day After Thanksgiving
- Martin Luther King Day

In order to be eligible for holiday pay an employee shall be required to work his/her full work day on the day before and the day after the holiday, provided that an employee who is out sick on either day shall not forfeit holiday pay if he/she provides a note substantiating such illness.

Section 16.1

State statute shall be used to determine holiday observances.

Section 16.2

Holidays falling on Saturday shall be celebrated on the preceding Friday if the schools are closed on that Friday.

Section 16.3

Whenever any of these holidays occur while an employee is out on sick leave, the employee shall be paid for the holiday at his/her regular rate, and his/her sick leave shall not be charged for the holiday.

ARTICLE XVII PERSONAL LEAVE

Employees shall receive two (2) personal leave days off with pay each year which shall be scheduled in advance by mutual agreement between the employee and the Board's representative. To be considered, personal leave day requests must be made at least one (1) week in advance except in the case of an emergency.

The Superintendent may grant time off with pay for religious holidays in cases where the paraeducator has exhausted personal leave and cannot accommodate his/her religious beliefs outside of the school day. Application for such leave shall be made to the Superintendent at least forty-eight (48) hours before commencement of such leave.

The Superintendent may grant additional unpaid personal leave in his/her sole discretion and for good reason. The Superintendent's decision is binding and final and is not subject to the grievance procedure. To be considered, requests must be made at least one (1) week in advance except in the case of an emergency. Unpaid leave is not permitted on days when school is in session, without permission from the Superintendent.

ARTICLE XVIII PROFESSIONAL DEVELOPMENT

There will be four (4) professional development days to be attended by bargaining unit employees, which shall be scheduled during two of the professional development days for certified employees of the District. Professional development days shall be scheduled with at least two (2) weeks advance notice.

**ARTICLE XIX
JOB DESCRIPTION**

The Board shall notify the Union about the contents of any new job descriptions within the bargaining unit after they are written but before they are implemented.

**ARTICLE XX
WAGES**

Section 20.0

The wage schedules for all classifications for the duration of this contract are attached hereto as Schedules A. The Board shall continue to exercise the right to decide the step placement for newly-hired employees in accordance with the prior practice followed by the Board. As of January 1st each year, the board will provide employees who have completed more than five but less than or equal to ten years of continuous service as in the district a payment in the amount of One Hundred Fifty Dollars (\$150) and for employees who have completed more than ten years of service in the district a payment of Two Hundred Fifty Dollars (\$250).

Section 20.1

Employees shall not be required to cover classes in the absence of a teacher for periods exceeding thirty (30) minutes without additional compensation. In addition to the regular hourly wages, an employee who is assigned by the administration to cover an absent teacher for more than thirty (30) minutes shall be compensated at the rate of fifteen (\$15) dollars for each period covered; up to a maximum of thirty (\$30) dollars per day. Using Paraeducators to cover full day absences will be discouraged and should only be used for emergency or extenuating circumstances.

Section 20.2

A lunch period during a field trip shall be considered a paid lunch if the Paraeducator is required to eat with, be responsible for, and supervise a group of students.

Section 20.3

Effective July 1, 2018, all employees shall be paid by direct deposit.

**ARTICLE XXI
PRIOR RIGHTS**

Nothing in this Agreement shall be construed as abridging any right, benefit or privilege that the employees or the Board have enjoyed heretofore, unless it is specifically superseded by a provision of this Agreement.

**ARTICLE XXII
HEALTH INSURANCE**

Section 22.0

Employees shall be allowed to purchase a medical/dental insurance benefit package as such package may be modified from time to time and subject to insurance carrier and Board requirements for participation. Employees who elect shall be required to pay the full cost of such benefit package.

Section 22.1

Following the successful completion of their probationary periods, the Board will provide employees scheduled to work at least twenty-five (25) hours per week with a life insurance benefit in the amount of \$20,000. Employees shall be permitted to purchase up to an additional \$20,000 of life insurance at group rates.

**ARTICLE XXIII
HEALTH AND SAFETY**

One representative from the bargaining unit shall be permitted to attend meetings of the Town of Old Saybrook Safety Committee without loss of pay. The unit representative shall be chosen by the Union from among bargaining unit members.

ARTICLE XXIV
DURATION

The Agreement shall be effective upon signing, except as indicated otherwise by a specific provision herein and shall remain in full force and effect through the 30th day of June, 2021.

IN WITNESS WHEREOF, the parties hereto have set their hands this 10th day of October, 2018.

THE OLD SAYBOOK
BOARD OF EDUCATION

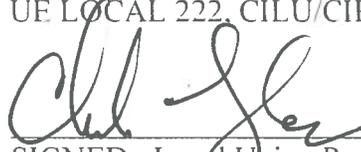


SIGNED:

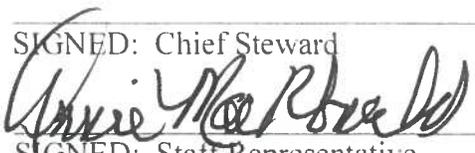


SIGNED: Witness

FOR THE OLD SAYBROOK
PARAEDUCATORS,
UE LOCAL 222, CILU/CIPU #53



SIGNED: Local Union President

SIGNED: Chief Steward


SIGNED: Staff Representative

SCHEDULE A

2018-2019 Wage Rates

Instructional Assistant

Step 1	0-1.99 credited years	\$15.23
Step 2	2-3.99 credited years	\$15.59
Step 3	4-5.99 credited years	\$15.95
Step 4	6-6.99 credited years	\$16.31
Step 5	7-7.99 credited years	\$16.81
Step 6	8-8.99 credited years	\$17.30
Step 7	9+ credited years	\$17.73
Red Line 1		\$18.87
Red Line 2		\$20.52
Tutor:		\$32.00
Job/Life Coach:		\$22.04
Behavior Specialist:		\$25.00
Medical Assistant:		\$26.67
Student Support Assistant:		\$11.41

Instructional Assistants will move to the step on the 2018-19 schedule that corresponds to their total credited years.

Instructional Assistants at the 2017-18 hourly rates of \$17.28 or \$18.50 with less than 11 total credited years will move the "Red Line 1" rate in 2018-19 and remain at "Red Line 1" through 2020-21.

Instructional Assistants with more than 11 total credited years will move to the "Red Line 2" rate in 2018-19 and remain at "Red Line 2" through 2020-21.

2019-2020 Wage Rates
Effective July 1, 2019

Instructional Assistant		
Step 1	0-.99 credited years	\$15.35
Step 2	1-2.99 credited years	\$15.71
Step 3	3-4.99 credited years	\$16.07
Step 4	5-6.99 credited years	\$16.44
Step 5	7-7.99 credited years	\$16.94
Step 6	8-8.99 credited years	\$17.43
Step 7	9+ credited years	\$17.96
Red Line 1		\$19.21
Red Line 2		\$20.88
Tutor:		\$32.56
Job/Life Coach:		\$22.43
Behavior Specialist:		\$25.44
Medical Assistant:		\$27.14
Student Support Assistant:		\$11.61

In 2019-2020, the Board shall pay a one-time payment of one hundred dollars (\$100.00) to those employees who hold only an instructional assistant position and who have 13 or more years of credited service in the 2018-19 school year (those employees who were paid the \$20.16 rate in 2017-18). The one-time payment shall be paid at the same time that longevity payments are issued. This payment is non-reoccurring and shall not impact the salary schedule.

Instructional Assistants will move to the step on the 2019-20 schedule that corresponds to their total credited years.

Instructional Assistants at the "Red Line 1" rate in 2018-19 and remain at "Red Line 1" in 2019-20.

Instructional Assistants at the "Red Line 2" rate in 2018-19 and remain at "Red Line 2" in 2019-20.

No other Instructional Assistants shall move to "Red Line 1" or "Red Line 2" in 2019-20.

2020-2021 Wage Rates
Effective July 1, 2020

Instructional Assistant

Step 1	0-1.99 credited years	\$16.00
Step 2	2-3.99 credited years	\$16.24
Step 3	4-5.99 credited years	\$16.61
Step 4	6-7.99 credited years	\$17.11
Step 5	8-8.99 credited years	\$17.61
Step 6	9+ credited years	\$18.23
Red Line 1		\$19.55
Red Line 2		\$21.25
Tutor:		\$33.14
Job/Life Coach:		\$22.82
Behavior Specialist:		\$25.89
Medical Assistant:		\$27.61
Student Support Assistant:		\$11.81

Instructional Assistants will move to the step on the 2020-21 schedule that corresponds to their total credited years.

Instructional Assistants at the "Red Line 1" rate in 2019-20 and remain at "Red Line 1" in 2020-21.

Instructional Assistants at the "Red Line 2" rate in 2019-20 and remain at "Red Line 2" in 2020-21.

No other Instructional Assistants shall move to "Red Line 1" or "Red Line 2" in 2020-21.