

AGREEMENT
BETWEEN
PLAINVILLE BOARD OF EDUCATION
AND
PLAINVILLE PARAPROFESSIONALS AND TUTORS
CSEA, INC./SEIU, LOCAL 2001

For the Period July 1, 2016 through June 30, 2020

INDEX

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ARTICLE I
RECOGNITION

The Board recognizes and certifies the CSEA, Inc./SEIU, Local 2001, (Plainville Paraprofessionals and Tutors) for the purpose of negotiations and the exclusive representative for all employees in the unit as provided by Public Act No. 491 and General Statutes §7-467 and under Case No. ME-5884 (Dec. #1939) and ME-25,815 (Dec. # 4127) of the Connecticut State Board of Labor Relations. The position of Clerk-Office Paraprofessional shall not be included in this unit.

ARTICLE II
GRIEVANCE PROCEDURE

Section 1

It is the intent and purpose of the parties hereto that their agreements promote and improve the quality of work in the School System and provide for orderly professional negotiations between the Board and the Union and secure prompt and fair disposition of grievances so as to promote a good influence upon the operation of the school program.

Section 2

A grievance is hereby defined to be any controversy, complaint, misunderstanding or dispute concerning the interpretation or application of any provision of this Agreement.

Section 3

If an employee does not file a grievance in writing within fifteen (15) work days after she/he knew, or should have known, of the act or condition on which the grievance is based, then the grievance shall be considered to have been waived.

Section 4

Grievances shall be handled in the following manner:

Level One

The aggrieved employee(s), accompanied by a union representative if so desired by employee(s), or the Union with or without the aggrieved employee, shall meet with the employee(s)' immediate supervisor and/or Principal.

Level Two - Superintendent of Schools

- a. In the event that such aggrieved member of the unit or the Union is not satisfied with the disposition of his/her grievance at Level One, or in the event that no decision has been rendered within ten (10) work days after presentation of the grievance, he/she or the Union may file a written grievance with the Superintendent or his/her designee within five (5) work days after the decision at Level One or fifteen (15) work days after the grievance was presented, whichever is sooner.

- b. The Superintendent or his/her designee shall represent the administration at this level of the grievance procedure. Within the ten (10) work days after receipt of the written grievance by the Superintendent, or his/her designee, the Superintendent or his/her designee shall meet with the aggrieved person in an effort to resolve it.

Level Three - Board of Education

In the event that the aggrieved member of the unit or the Union is not satisfied with the disposition of his/her grievance at Level Two, then within five (5) work days after the date a decision was rendered, or in the event no decision has been rendered, within ten (10) work days after he/she or the Union has first met with the Superintendent or his/her designee whichever is sooner, he/she or the Union may file a written grievance indicating such dissatisfaction with the Board of Education. Within thirty (30) work days after receiving the written grievance, a Committee of the Board shall meet with the aggrieved member of the unit or the Union for the purpose of resolving the grievance. The ultimate decision on the grievance at Level Three shall be rendered by the Plainville Board of Education, or its appointed subcommittee.

Level Four - Impartial Arbitration

In the event that the aggrieved member of the unit or the Union is not satisfied with the disposition of his/her or the Union's grievance at Level Three, or in the event no decision has been rendered within thirty (30) work days after he/she or the Union has first met with the Board Committee, the Union may within five (5) work days after a decision by the Board or thirty (30) work days after he/she or the Union has first met with the Board Committee, whichever is sooner, submit the matter to the American Arbitration Association. The cost of such submission and the cost of the arbitrator shall be borne equally by the parties. The decision rendered by the American Arbitration Association shall be final and binding on both parties.

Officers and/or Stewards, not to exceed one (1) member of the union, as shall be designated by the union for the purpose of resolving grievances and unfair labor complaints, or unsafe working conditions shall be afforded the necessary amount of time, without loss of pay, to conduct such business.

ARTICLE III
BULLETIN BOARD

The employer shall provide bulletin board space for the posting of union notices.

ARTICLE IV
UNION MEETING ON SCHOOL PROPERTY

The union may call meetings in each school before or after school or during lunch whenever necessary, providing that such meetings are approved in advance by the building principal or designee and do not conflict with other scheduled school activities or programs.

ARTICLE V
VISITATION CLAUSE

A duly authorized officer or Union representative may secure permission to enter the Employer's premises for the purpose of investigating working conditions and determining whether or not the terms of this Agreement are being adhered to if there is a dispute. The Union representative shall receive prior permission for such a visit from the Superintendent of Schools or his/her designee and the building principal or his/her designee and shall in no way interfere with the normal operation and business of the school system during the visit.

ARTICLE VI
WORKER'S COMPENSATION

Eligible employees shall receive workers' compensation benefits in accordance with applicable law.

ARTICLE VII
EMPLOYEE FACILITIES

Employees shall take reasonable care of equipment, shall return same to its assigned storage area and replace cover on all equipment so provided. Any defects, malfunctions or inadequacies in equipment shall be immediately reported to the Principal.

ARTICLE VIII
NO STRIKE

Pursuant to Connecticut General Statute §7-467 (Municipal Employees Relations Act), all employees included in this Agreement shall not hinder the Board's operation by strike or work stoppage and the Board shall not pursue lock-out tactics in any part of its operation.

ARTICLE IX
NEW EMPLOYEES

A. Probation

All new appointments shall be subject to a probationary period of ninety (90) working days and shall have no seniority or recourse to the grievance procedure during this period, but shall be subject to all other provisions of the Agreement. Probationary employees are entitled to paid sick leave on a pro-rated basis during their probationary period. They shall not be entitled to personal leave.

The ninety (90) working days is also applicable if there is a change in classification, however, in this case, seniority rights, recourse for grievances, and paid sick and personal leave will remain in effect. If an employee changes to another classification within the bargaining unit, and that employee should fail the probationary period, the employee has the right to return to her/his previous position. If that position is unavailable, the employee shall be returned to a comparable position within her/his previous classification.

B. Appointments to New Positions

Notice of vacancies and/or new positions shall be posted on all Union bulletin boards for five (5) working days. Any person interested in the position must apply, in writing, to the Superintendent of Schools within four (4) working days from such posting. All vacancies and/or positions shall be emailed to all bargaining unit members four (4) days prior to any public announcement of the vacancy and/or new position.

If an internal candidate applies for the position, the Board shall hire the most senior employee provided that he/she is qualified (by demonstrated skill, ability, past work performance, education and/or certification, results of test, if given, and physical fitness to perform the job).

- C. Where a need to fill a vacancy of positions arises during the summer months, notification shall be made by posting on the appropriate bulletin boards at individual schools and the Superintendent's office. Positions shall also be posted on the Board's website.
- D. The Board shall provide an up-to-date seniority list to the Union President by October 1st of each year.

ARTICLE X
TRANSFERS

Notification shall be given to all employees of vacancies or new positions in the bargaining unit and all employees applying will be given consideration. Transfers will be on the basis of ability and performance, where ability and performance are deemed equal, seniority shall prevail.

ARTICLE XI
LEAVES WITHOUT PAY

- A. Leaves of absence without pay may be granted by the Superintendent for a limited, definite period not to exceed one (1) year for the following reasons:

1. For health reasons, upon-continued advice of a physician.
 2. For other personal reasons subject to the review and recommendation of the Superintendent.
 3. Extreme personal hardship, such as illness of wife, husband, mother, father, children, and/or legal dependents.
- B. Application for such leave of absence must be made in writing, stating the reason for the request and the length of time desired. A leave of absence expires automatically at the date of expiration approved for the leave. If an extension is required, it must be approved by the Board.
- C. Accumulated seniority shall not be lost during the leave of absence.
- D. A person returning from leave shall re-enter at the same level as if he/she had not taken a leave of absence. Seniority shall accrue for a period of up to twelve months during any leave of absence.
- E. Any employee who is eligible for insurance benefits shall if he/she so desires receive insurance benefits at group rates paid for by the employee while he/she is on leave of absence without pay.

ARTICLE XII
RESIGNATIONS

- A. Written notice of resignation shall be filed with the Superintendent of Schools at least two (2) weeks in advance of separation. This notice should include a statement of the reasons for this action.
- B. An employee who resigns shall be entitled to pay, up to and including, the last day of work. The check will be available on the next pay day.

ARTICLE XIII
PERSONAL LEAVE

- A. Each employee shall be allowed a total of three (3) personal leave days per year, noncumulative, with no pay deduction for any or all of the following reasons:
1. Religious requirements
 2. Legal requirements
 3. Graduation of immediate family
 4. Marriage of close friend or relatives.

- B. For purposes of this Article and Article XVIII (Sick Leave), "Immediate family" shall be defined as follows: spouse, parent (including step-parent), child (including step-child), grandparent, grandchild, sibling, father-in-law, mother-in-law, sister-in-law, brother-in-law and any person living in the employee's household.-
- C. The Superintendent is authorized to grant additional days leave upon request.
- D. Two (2) of the above days may be granted for personal business that can only be transacted during regular school hours.
- E. Application for leave as provided above shall be made to the immediate supervisor at least twenty-four (24) hours before leave is to be granted except in cases of illness or emergencies or where the event causing such leave occurs after the twenty-four (24) hour period. However, employees are encouraged to give as much notice as possible.
- F. Employees may take more than one consecutive personal day for attendance at the events described in section A above if such additional day(s) are required to travel to the location of the event.
- G. In addition to the personal leave entitlements set forth above, employees will be allowed a total of three (3) days, non-cumulative, with no pay deduction for bereavement leave due to the death of an immediate family member.

ARTICLE XIV
MILEAGE

If an employee can demonstrate that during his/her work day, not including the travel to and from work, he/she is, with direct orders from the Superintendent or his/her designee, required to use his/her automobile for transportation as part of his/her work duty, the Board of Education shall reimburse him/her at the current I.R.S. rate.

ARTICLE XV
WORK DAY, WORK YEAR AND CLASSIFICATION

The normal hours for part-time paraprofessionals shall be not less than twenty (20) hours per week nor more than twenty-nine (29) hours per week for the academic year plus two days.

The regular work year for full-time paraprofessionals shall consist of the academic year plus two (2) days. The regular work year for full-time tutors and RBTs shall consist of the academic year.

The normal work hours for full-time tutors and RBTs shall not be less than twenty-five (25) hours per week.

If any employee works beyond the above-noted work year, the Superintendent of Schools and the employee shall negotiate the additional hours or days that must be worked.

The work day and/or work year of an individual paraprofessional can be altered from the above if the circumstances of his/her assignment change and there is no vacancy available at his/her previous level of hours. Any paraprofessional subject to a change in hours shall receive at least thirty (30) days' notice of the change. If an individual paraprofessional's hours drop below twenty-five per week pursuant to the provisions of this paragraph, the Board shall maintain his/her health insurance benefits at the 25-hour level for the remainder of the school year.

There shall be three classifications of employees:

1. Paraprofessional

This classification includes, for example, media paraprofessionals, special education paraprofessionals, wellness assistants and student support paraprofessionals.

2. Tutor

This classification includes, for example, Literacy, Math, Kindergarten, Special Education, English Language Learners (ELL), Achievement Center, Wellness Specialist, and In School Suspension (ISS).

3. Registered Behavior Technician

ARTICLE XVI
HOLIDAYS

A. All full-time employees shall be granted the following paid holidays:

Day After Christmas	Memorial Day
Thanksgiving Day	New Year's Day
Christmas Day	President's Day
Good Friday	Day after Thanksgiving
Martin Luther King Day	Columbus Birthday

All part-time paraprofessionals shall be granted the following paid holidays:

Thanksgiving Day	New Year's Day
Christmas Day	President's Day
Good Friday	Columbus Birthday

B. Additional paid holidays may be granted at the discretion of the Superintendent of Schools. Paid holidays occurring on Saturday shall be observed on the preceding Friday provided there is no school on said Friday.

Paid holidays occurring on Sunday shall be observed on the following Monday provided there is no school on said Monday.

ARTICLE XVII INSURANCE

- A. For the individual member of the bargaining unit a Group Life Insurance of twenty-five thousand (\$25,000) dollar benefit.
- B. The Board shall provide single health insurance coverage for the individual employee and pay the premium in accordance with the following terms and conditions. New hires shall not be eligible for insurance until the first of the month following sixty (60) calendar days of continuous employment.

High Deductible Health Savings Account Plan as described below and summarized in Appendix A of this Agreement. The master insurance contract shall be on file in the Business Office.

The High Deductible Health Plan has the following features:

- (1) Preventive care on a no co-payment or deductible basis.
- (2) \$2,000 single coverage annual deductible. A Board established Health Savings Account (H.S.A.) to allow employees to fund the deductible on a pre-tax basis via payroll deduction. (For Plan features, please refer to Appendix A). Effective July 1, 2016, only employees who work thirty (30) hours or more per week shall be eligible for health insurance. For employees who work thirty (30) hours or more per week, the Board shall pay forty-five (45%) of the applicable deductible for the 2016-17 year; forty percent (40%) of the applicable deductible for the 2017-18 year; and thirty-five percent (35%) of the applicable deductible for the 2018-19 and 2019-20 years. Following exhaustion of the applicable deductible, prescription drugs shall be subject to post-deductible co-payments of \$10/25/40 (mail order 1x/2x).

For employees who have served with the District for two or more school years, the Board's full contribution toward the HSA deductible will be deposited into the HSA accounts on July 1 or the first business day thereafter of each school year. For employees who have served with the District for less than two school years, one-half of the Board's contribution to the deductible shall be made on July 1 or the first business day thereafter of each school year and the remaining one-half of the Board's contribution shall be made on the first business day after January 1 of each school year. Employees hired after the beginning of the year shall receive a prorated amount of the Board's contribution to the deductible as set forth above.

- (3) Employees who work thirty (30) hours or more per week shall be responsible for 25% of the premium cost share. The Board shall be responsible for the remaining 75% of the premium cost share.
 - (4) Subject to the rules and regulations of the Internal Revenue Service and the Town of Plainville flexible benefits plan (IRC Section 125), health insurance premium contributions by employees shall be excludable from income for federal tax purposes.
 - (5) The employee shall pay his/her share of the premium by automatic payroll deduction.
- C. Employees hired before July 1, 2016 who work thirty (30) hours or more per week, may elect single coverage participation in the Preferred Provider Plan described in Appendix B. The Board shall make the same cost contribution, which includes both the premium and deductible costs, for such employee as it would if the employee were in the High Deductible Health Savings Account Plan and the employee shall be responsible for the remaining cost. This buy up option shall expire effective June 30, 2017. Effective July 1, 2017, the High Deductible Health Plan shall be the sole option for health insurance. Employees hired on or after July 1, 2016 may not elect the Preferred Provider Plan for the 2016-17 year.
- D. Dependent and Two-Person coverage: For the 2016-17 year only, employees who work thirty (30) hours or more may purchase dependent or two-person coverage for the above referenced Preferred Provider Plan at one hundred percent (100%) of the cost. This provision shall expire on June 30, 2017.

Through the duration of this Agreement, employees who work thirty (30) hours or more may purchase two-person or family coverage for the above referenced High Deductible Health Savings Plan at one hundred percent (100%) of the cost. Such High Deductible Health Savings Plan shall feature a \$4,000 two-person or family annual deductible.

- E. Upon retirement and upon request, an individual shall be granted an opportunity to obtain all insurance coverage (e.g., CMS, Blue Cross, Major Medical and any other insurance covered by the Plainville Board of Education). This insurance coverage (at group rates) shall be paid at retiree's expense to the age of sixty-five (65). It is understood that the purchase of certain insurances may be prohibited by insurance companies.

For the purpose of this Article and Article XVIII the term retirement shall be tied into bona fide retirement under the Town Pension Plan and/or the Social Security Act.

For employees who do not participate in the Town Retirement Plan nor who are looking toward retirement under the Social Security Plan, retirement means at least the minimum under the Town Retirement Plan (age fifty-five (55) and five (5) years of service).

- F. Employees are eligible to participate in the medical insurance benefits described in this Article and the 401(a) Pension Plan.
- G. Dental coverage shall be available for employees and their spouses and/or dependents at the premium cost sharing percentages outlined below:

	<u>Board Portion</u>	<u>Employee Portion</u>
2016-2020	60%	40%

- H. The Patient Protection and Affordable Care Act ("PPACA"; Public Law 111-148) has set forth and codified under the Internal Revenue Code (IRC) §4980I the imposition of an excise tax related to employer provided health insurance plans that exceed certain value thresholds. The impact of the excise tax is scheduled to take effect in 2020. Should any Federal statute or regulation pertaining to IRC §4980I be mandated to take effect during the term of this Agreement, triggering the imposition of an excise tax with respect to any of the contractually agreed upon insurance plans offered herein, the parties agree to commence mid-term negotiations in accordance with the Municipal Employees Relations Act ("MERA"). During such mid-term negotiations, the parties will reopen Article XVII (Insurance) for the purpose of addressing the impact of the excise tax. No other provision of the contract shall be reopened during such mid-term negotiations.

ARTICLE XVIII
SICK LEAVE

- A. All full-time employees shall be entitled to one sick day per month, cumulative to ten (10) paid sick leave days each year, accumulation to one hundred twenty (120) days. A doctor's certificate showing date of illness or incapacity may be required after three (3) consecutive workings days of absence or in cases of suspected abuse.
- B. All part-time employees shall be entitled to .7 (seven-tenths) sick days per month, equivalent to seven (7) paid sick leave days each year, accumulation to seventy (70) days.
- C. By September 15th of each year, each employee shall receive a statement of accumulated days of sick leave to date.
- D. If an employee dies while in the employ of the Plainville School System or resigns after at least ten years of continuous service in the Plainville School System or an employee retires under the provisions of the Town Pension Plan or any amendments or substitutions thereto, such employee or his/her estate shall, in addition to all other benefits due, be paid a sum of money equivalent to one-half (1/2) the number of days of sick leave accumulated by such employee under the authority of this Article, but not to exceed fifty (50) days. This provision shall not apply to employees hired on or after September 1, 2013.

- E. Employees may utilize five (5) sick days to care for an immediate family member on an annual basis. Immediate family member is defined in Article XIII (Personal Leave).

ARTICLE XIX
MATERNITY LEAVE - DUE TO PREGNANCY

Leave for disability due to pregnancy and child birth shall be treated as any other disability in accordance with the Connecticut State Statutes.

ARTICLE XX
NON-DISCRIMINATION

It is mutually agreed that there shall be no coercion, intimidation, or discrimination by the Plainville Board of Education or the Union on any prohibited basis including race, color, sex, age, creed, religion, national origin, alienage, political affiliation, physical or mental disability, marital status, sexual orientation, gender identity or expression, genetic information or membership in any lawful organization. Any alleged violation, of this provision shall not be subject to the grievance procedure under this Article.

ARTICLE XXI
DISCIPLINARY ACTION

No employee shall be reprimanded, suspended or discharged except for just cause.

ARTICLE XXII
EDUCATION FUNCTIONS

Employees may be granted leave with pay for participation in education or training courses, which enhance the employee's value to the Plainville Board of Education. If such courses last beyond the scope of the regular work day, the employee shall receive the same hourly rate of pay as implemented in the pay plan of the labor agreement for that employee.

The Board of Education may also pay any registration fees for courses taken by the employees.

Any request for education or training courses must be in writing and must have prior approval of the Superintendent or his/her designee.

The Board of Education shall also pay for mileage between school buildings or for mileage necessary for employees to attend board-approved professional development activities. The mileage rate for all employees shall be the current I.R.S. rate.

ARTICLE XXIII
JURY LEAVE

Any employee who is called for jury duty may receive the necessary leave to fulfill this legal obligation. This leave shall not be deducted from sick leave or personal leave days.

The staff member shall receive a rate of pay equal to the difference between the employee wage and the jury fee.

ARTICLE XXIV
LAYOFF AND RECALL RIGHTS

A. In the event that lay-offs become necessary the employee with the least seniority system wide affected shall be laid off first. When employees are to be recalled, the first to be recalled shall be those last laid off.

B. Laid-off employees shall have recall rights thru a period of one (1) year from the date of lay-off.

An employee who waives recall rights and/or refuses recall from lay-off shall lose all recall rights.

C. For the purpose of this Article, seniority shall be defined as an employee's continuous length of service with the Board from said employee's most recent date of hire.

D. All benefits except what the statutes provide at the time of a layoff including but not limited to such items as unused sick leave, pension rights, seniority, etc., shall be restored to the employee upon his/her return to active employment, if within the specified one (1) year time period as defined above.

E. All laid off employees shall be notified by mail of job openings.

F. No new employee shall be hired until all laid off employees have been recalled and have been given notification by certification.

G. If an employee has secured temporary employment elsewhere he/she shall be allowed 10 working days of time before being required to report to work.

H. While on lay-off, the employee will have the option when permitted by Statute or the insurer to remain an active participant in fringe benefits programs by contributing the full amount.

I. Before any employee is selected for layoff, the Board or its representative will meet with the Union to discuss possible alternatives to avert the layoff.

- J. If after meeting with the Union a layoff is still necessary, the Board will implement the layoff procedures above except that an employee selected for layoff will receive thirty (30) days notice if possible, but not less than two (2) weeks notice before being laid off.

(If an employee is in a reduced hour position, the employee will still be eligible for call back to a full-time position according to language stated above.)

- K. Notwithstanding the above procedure and order of layoff, with respect to paraprofessionals, RBTs and tutors, the Superintendent may override seniority for good cause, including documented work performance, skills, training, experience, the specific needs of students and documented disciplinary matters. His/her decision shall be reasonable.

ARTICLE XXV **SHORTENED DAYS**

- A. When the school day is shortened because of inclement weather emergency reasons and on Minimum School Days (defined as those days preceding those designated holidays and the last day of school), employees shall remain at work until the students in their care are provided for and their presence is no longer required. On such days, employees shall receive their full daily rate of pay provided they have complied with the conditions set forth in the preceding sentence.
- B. On delayed opening days, employees will receive full pay for their regularly scheduled hours.
- C. On all other planned shortened days (e.g., open house, conference days, PLC, mid-term and final exam days) full-time employees may be provided professional development in the afternoons and be paid for a full regular work day. When professional development is offered, full-time employees will be required to attend, subject to their normal work hours as set forth in Article XV. Full-time employees shall be given at least thirty (30) days advanced notice for all required professional development activities. When professional development is not offered, full time employees shall have two options: (1) they may choose to leave fifteen (15) minutes after students are dismissed and be paid for hours actually worked, or (2) they may choose to work a full regular work day and be paid for a full regular work day by performing job related tasks, at the direction of the Administration.
- D. When Blood Borne Pathogen workshops or any other required workshops/training testing follows the workday, the paraprofessionals and tutors who work in the affected building can continue working up to the start of the workshops, etc. and be paid for continuous work through the end of the workshops, etc. beyond the normal work day.

ARTICLE XXVI
EMPLOYEE REVIEW OF OFFICIAL PERSONNEL FOLDERS

- A. Employees desiring to review their official personnel folders will be permitted to do so by making an appointment through the Human Resources Office.
- B. The employee will be afforded the opportunity to put on record any statement he/she wishes to make about unfavorable information contained in the mentioned folders. The employee may also make copies of any documents contained in his/her personnel folders.
- C. Any such report or written statement of criticism by a principal, teacher or any other school administrator, may not be contained in the individual employee's personnel file or any other file longer than thirty (30) days unless such report is shown to the employee in question, and such individual has acknowledged therefore by signature with a thirty (30) day period beginning with the date of the report. The parties agree that refusal to sign such a document upon request constitutes insubordination for which an employee may be subjected to discipline.

ARTICLE XXVII
SENIORITY

- A. For the purpose of this Article, seniority shall be defined as an employee's continuous length of service with the Board from said employee's most recent date of hire, regardless of hours worked.
- B. **Assignment of Employee**
Employees already in the school system shall receive notification of their assignment for the ensuing school year not later than August 1st if possible, of the current year.

ARTICLE XXVIII
UNION SECURITY

- A. During the life of this agreement, an employee retains the freedom of choice whether or not to become or remain a member of the Union.
- B. Union dues shall be deducted by the Board from the paycheck of each employee who signs and remits to the Board an authorization form. Such deduction shall be discontinued upon written request of an employee thirty (30) days in advance.
- C. Any employee who within thirty (30) days after initial employment in the bargaining unit covered by this Agreement fails to become a member of the Union or any employee whose Union membership is terminated for any reason or any employee who resigns from Union membership shall be required to pay an agency service fee under section D.

- D. The Employer shall deduct the agency service fee from the paycheck of each employee who is required to pay such fee as a condition of employment. Employees objecting to the paying of such fee may appeal to CSEA, Inc./Local 2001, SEIU.
- E. The amount of dues or agency service fee deducted on a monthly basis under this Article together with a list of employees shall be remitted to CSEA, Inc./Local 2001, SEIU, within a week after the payroll period in which such deduction is made together with a list of employees for whom any such deduction is made.
- F. The Union shall agree to indemnify and save the employer harmless from and against any and all claims, demands, suits or other form of liability that may arise out of or by reason of action taken by the employer for the purpose of complying with the provisions of this Article.

ARTICLE XXIX
SEVERABILITY

In the event that any provision or portion of this Agreement is ultimately ruled invalid for any reason by an authority of established and competent legal jurisdiction, the balance and remainder of this Agreement shall remain in full force and effect.

ARTICLE XXX
WAGE SCHEDULE PLACEMENT

- A. The Board may place newly hired employees up to step six (6) of the wage schedule based on the Board's judgment of the new hires training and experience.
- B. Any employee hired and starting work after the start of school but before January 1 of any year, shall be credited with one (1) year longevity for that partial year.
- C. Any employee hired and starting work after January 1 shall maintain the same step on the salary schedule for the following year.
- D. No employee will be placed on the wage schedule at a lower wage than he/she is currently receiving but shall only advance on step based on years of experience in Plainville as an employee.
- E. Intensive Support Stipend. Paraprofessionals shall receive a differential of \$1.30 per hour in addition to their regular wage when such paraprofessionals are assigned a student who requires Intensive Support methods, per his/her Individual Education Plan (IEP). The supervisor of Special Education must approve the differential pay.
- F. Paraprofessionals who provide hygiene services to students as part of their regular and daily work assignment shall receive an annual total stipend of four hundred dollars

(\$400.00). The stipend shall be paid in two equal installments of two hundred dollars (\$200.00) on or about January 15th of each year and on or about June 1st of each year. The stipends shall be pro-rated accordingly for new hires and/or employees who sever employment prior to June 1. In the event of an assignment change due to a student's departure on or before January 15th, the employee shall receive the full stipend amount of the first installment, specifically two hundred dollars (\$200.00). In the event of an assignment change due to a student's departure after January 15th, the employee shall receive the full stipend amount of the second installment, specifically two hundred dollars (\$200.00).

- G. Teacher Certification Stipend. Any Tutor that currently is a certified teacher in the State of Connecticut shall receive a yearly stipend of \$400, paid in the last month of the school year.

**ARTICLE XXXI
LONGEVITY**

- | | | |
|----|--|----------|
| A. | Six (6) complete years of service | \$175.00 |
| | Fifteen (15) complete years of service | \$225.00 |
| | Twenty (20) complete years of service | \$325.00 |
- B. Employees at the maximum step as of June 30, 2010 shall receive an additional \$250 payment.
 - C. Longevity payments shall be made within one month of the completion of the above noted years of services each year of the labor agreement.
 - D. This article shall not apply to tutors.
 - E. This article shall not apply to employees hired on or after September 1, 2013.

**ARTICLE XXXII
WAGE SCHEDULES**

When attending workshops, meetings, or other events so designated by the Board of Education prior to the first day of school of the new year, employees shall be paid wages from the new school year wage schedule.

Wage Schedules for employees for each year of the agreement are contained in Appendix A. Employees shall be paid by electronic direct deposit to the qualified financial institution of their choice.

ARTICLE XXXIII
DURATION

The provisions of this Agreement shall be in full effect from July 1, 2016 and shall continue in force through June 30, 2020.

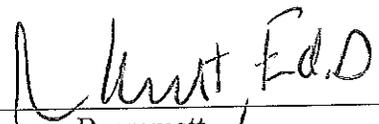
CSEA, INC./SEIU, LOCAL 2001
EDUCATION
PARAPROFESSIONALS
AND TUTORS

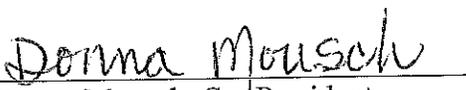
PLAINVILLE BOARD OF

By: 
Andrew Midgen, Chief Negotiator

By: 
Andrea Saunders, Board Chair

By: 
Anne Grosse, Co-President

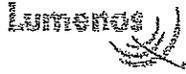
By: 
Maureen Brummett,
Superintendent of Schools

By: 
Donna Mousch, Co-President

WAGE SCHEDULES

<u>Step</u>	<u>TUTORS/RBTs</u>			
	<u>2016-17</u>	<u>2017-18</u>	<u>2018-19</u>	<u>2019-20</u>
1	21.77	22.37	22.99	23.62
2	22.42	23.04	23.67	24.32
3	22.66	23.28	23.92	24.58
4	22.91	23.54	24.19	24.86
5	23.15	23.79	24.44	25.11
6	23.41	24.05	24.71	25.39
7	23.62	24.27	24.94	25.63
8	23.94	24.60	25.28	25.98
9	24.24	24.91	25.60	26.30
10	24.56	25.24	25.93	26.64
11	24.87	25.55	26.25	26.97

<u>Step</u>	<u>PARAPROFESSIONALS</u>			
	<u>2016-17</u>	<u>2017-18</u>	<u>2018-19</u>	<u>2019-20</u>
1	12.97	13.33	13.70	14.08
2	13.59	13.96	14.34	14.73
3	13.85	14.23	14.62	15.02
4	14.11	14.50	14.90	15.31
5	14.36	14.75	15.16	15.58
6	14.60	15.00	15.41	15.83
7	14.95	15.36	15.78	16.21
8	15.29	15.71	16.14	16.58
9	15.62	16.05	16.49	16.94
10	16.13	16.57	17.03	17.50
11	16.64	17.10	17.57	18.05
12	17.17	17.64	18.13	18.63
13	17.70	18.19	18.69	19.20



Lumenos HSA Plan Summary

The Lumenos® HSA plan is designed to empower you to take control of your health, as well as the dollars you spend on your health care. This plan gives you the benefits you would receive from a typical health plan, plus health care dollars to spend your way. And you'll have access to personalized services and online tools to help you reach your health potential.

Your Lumenos HSA Plan

First -- Use your HSA to pay for covered services:

Health Savings Account

With the Lumenos Health Savings Account (HSA), you can contribute pre-tax dollars to your HSA account. Others may also contribute dollars to your account. You can use these dollars to help meet your annual deductible responsibility. Unused dollars can be saved or invested and accumulate through retirement.

Contributions to Your HSA

For 2015, contributions can be made to your HSA up to the following:

- \$3,350 individual coverage
- \$6,650 family coverage

Note: These limits apply to all combined contributions from any source including HSA dollars from incentives.

Earn More Money for Your Account

What's special about your Lumenos HSA plan is that you may earn additional funds for your health account through the Healthy Rewards incentive program.

Earn Rewards

If you do this:

- Future Moms for participation and completion
- Healthy Lifestyles online participation
- ConditionCare participation and completion.

You can earn:

- Up to \$200
- Up to \$150
- Up to \$300

Some eligibility requirements apply. See page 2 for program descriptions.

To receive funds earned through the Healthy Rewards program, you must have an open HSA with Mellon Bank or with another bank through which your employer is sponsoring your HSA.

Plus -- To help you stay healthy, use:

Preventive Care

100% coverage for nationally recommended services. Included are the preventive care services that meet the requirements of federal and state law, including certain screenings; immunizations and physician visits.

Preventive Care

No deductions from the HSA or out-of-pocket costs for you as long as you receive your preventive care from an in-network provider. If you choose to go to an out-of-network provider, your deductible or Traditional Health Coverage benefits will apply.

Then --

Your Bridge Responsibility

The Bridge is an amount you pay out of your pocket until you meet your annual deductible responsibility. Your bridge amount will vary depending on how many of your HSA dollars, if any, you choose to spend to help you meet your annual deductible responsibility. If you contribute HSA dollars up to the amount of your deductible and use them, your Bridge will equal \$0.

HSA dollars spent on covered services plus your Bridge responsibility add up to your annual deductible responsibility.

Health Account + Bridge = Deductible

Bridge

Your Bridge responsibility will vary.

Annual Deductible Responsibility

In Network and Out of Network Providers

- \$2,000 individual coverage
- \$4,000 family coverage

If Needed --

Traditional Health Coverage

Your Traditional Health Coverage begins after you have met your Bridge responsibility.

Traditional Health Coverage

After your bridge, the plan pays:

- 100% for in-network providers
- 80% for out-of-network providers

Additional Protection

For your protection, the total amount you spend out of your pocket is limited. Once you spend that amount, the plan pays 100% of the cost for covered services for the remainder of the plan year.

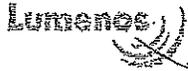
Annual Out-of-Pocket Maximum

In-Network Providers	Out-of-Network Providers
\$ 3,000 individual coverage	\$ 4,000 individual coverage
\$ 6,000 family coverage	\$ 8,000 family coverage

Your annual out-of-pocket maximum consists of funds you spend from your HSA, your Bridge responsibility and your coinsurance amounts.

If you have questions, please call toll-free 1-888-224-4896.

GHS1218 w inc Rx copays NGF (Eff. 07/15)



Lumenos HSA Plan Summary

Healthy Rewards Program

Your employer will provide you with additional health care dollars in your HSA for the following:

Future Moms: Individualized obstetric support for expectant high-risk and non-high-risk mothers. Members can earn up to a \$200 Future Mom's incentive. This includes three milestones: \$100 initial enrollment, \$50 interim, and \$50 postpartum; timing and rules apply.

Healthy Lifestyles Online: Each adult family member can earn up to \$150 each year. Members earn a \$50 incentive at each 3,000, 5,000 and 10,000 point milestone. Your employees can quickly achieve their first milestone of 3,000 points by completing the Well-Being Assessment and setting up their Well-Being Plan.

Enroll in ConditionCare: (Incentive \$100) Disease management for prevalent, high-cost conditions (asthma, diabetes, chronic obstructive pulmonary disease, coronary artery disease and heart failure). Each family member can get one incentive per year. In the first year and later years, members must stay qualified to enroll and earn incentives. Members who have more than one health problem will enroll in one combined program — not separate ones for each condition.

Graduate from ConditionCare: (Incentive \$200) There's no limit to the number of family members that can graduate and earn the incentive. Each family member can earn one credit per year. In the first year and later years, members must stay qualified to enroll, graduate and earn incentives. Members who have more than one health problem will graduate from one combined program — not separate ones for each condition.

To receive funds earned through Healthy Rewards, you must have an open HSA with Mellon Bank or with another bank through which your employer is sponsoring your HSA.

Summary of Covered Services

Preventive Care

Anthem's Lumenos HSA plan covers preventive services recommended by the U.S. Preventive Services Task Force, the American Cancer Society, the Advisory Committee on Immunization Practices (ACIP) and the American Academy of Pediatrics. The Preventive Care benefit includes screening tests, immunizations and counseling services designed to detect and treat medical conditions to prevent avoidable premature injury, illness and death.

All preventive services received from an in-network provider are covered at 100%, are not deducted from your HSA and do not apply to your deductible. If you see an out-of-network provider, then your deductible or out-of-network coinsurance responsibility will apply.

The following is a list of covered preventive care services:

Well Baby and Well Child Preventive Care

Office Visits through age 18; including preventive vision exams.

Screening Tests for vision, hearing, and lead exposure. Also includes pelvic exam, Pap test and contraceptive management for females who are age 18, or have been sexually active.

Immunizations:

- Hepatitis A
- Hepatitis B
- Diphtheria, Tetanus, Pertussis (DtaP)
- Varicella (chicken pox)
- Influenza – flu shot
- Pneumococcal Conjugate (pneumonia)
- Human Papilloma Virus (HPV) – cervical cancer
- H. Influenza type b
- Polio
- Measles, Mumps, Rubella (MMR)

Adult Preventive Care

Office Visits after age 18; including preventive vision exams.

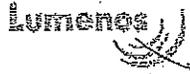
Screening Tests for vision, hearing, coronary artery disease, colorectal cancer, prostate cancer, diabetes, and osteoporosis. Also includes mammograms, as well as pelvic exams, Pap test and contraceptive management.

Immunizations:

- Hepatitis A
- Hepatitis B
- Diphtheria, Tetanus, Pertussis (DtaP)
- Varicella (chicken pox)
- Influenza – flu shot
- Pneumococcal Conjugate (pneumonia)
- Human Papilloma Virus (HPV) – cervical cancer

If you have questions, please call toll-free 1-888-224-4896.

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Lumenos HSA Plan Summary

Summary of Covered Services (Continued)

Medical Care

Anthem's Lumenos HSA plan covers a wide range of medical services to treat an illness or injury. You can use your available HSA funds to pay for these covered services. Once you spend up to your deductible amount for covered services, you will have Traditional Health Coverage available to help pay for additional covered services.

The following is a summary of covered medical services under Anthem's Lumenos HSA plan:

- Physician Office Visits
- Inpatient Hospital Services
- Outpatient Surgery Services
- Diagnostic X-rays/Lab Tests
- Emergency Hospital Services
- Inpatient and Outpatient Mental Health and Substance Abuse Services
- Maternity Care
- Chiropractic Care
- Prescription Drugs
- Home health care and hospice care
- Physical, Speech and Occupational Therapy Services
- Durable Medical Equipment

Some covered services may have limitations or other restrictions.* With Anthem's Lumenos HSA plan, the following services are limited:

- Skilled nursing facility services limited to 120 days per calendar year.
- Home health care services are limited to 200 visits per calendar year.
- Inpatient rehabilitative services limited to 100 days per member per calendar year.
- Physical, speech and occupational therapy and chiropractic services limited to a combined total of 50 visits per member per calendar year.
- Inpatient hospitalizations require authorizations.
- Your Lumenos HSA plan includes an unlimited lifetime maximum for in- and out-of-network services.

* For a complete list of exclusions and limitations, please reference your Certificate of Coverage.

Prescription Drugs -- copay after deductible (when purchased from a network pharmacy*)

Retail (30 day supply)

- \$10 Tier 1 copayment
- \$25 Tier 2 copayment
- \$40 Tier 3 copayment

Mail Order (90 day supply)

- \$10 Tier 1 copayment
- \$50 Tier 2 copayment
- \$80 Tier 3 copayment

* For the out-of-network benefit, refer to the Traditional Health Coverage section.

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

If you have questions, please call toll-free 1-888-224-4896.

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**Century Preferred-Plainville BOE-
Paraprofessionals -001240- 220**

Benefits at a Glance

Century Preferred is a preferred provider organization (PPO) plan.

	In Network You pay:	Out-of-Network You pay:
Office Visit (OV) Copayment	\$25	Deductible & Coinsurance
Hospital (HSP) Copayment	\$150	Deductible & Coinsurance
Urgent Care (UR) Copayment	\$50	Not covered
Emergency Room (ER) Copayment – <i>waived if admitted</i>	\$50	\$50
Outpatient Surgery (OS) Copayment	\$75	Deductible & Coinsurance
Annual Deductible (<i>individual/ family</i>)	InNetwork OOP Maximum 6600/13200/13200	\$200/\$400
Coinsurance		20% after deductible up to
Coinsurance Maximum (<i>individual/ family</i>)		\$800/\$1,200
Lifetime Maximum	Unlimited	Unlimited

PREVENTIVE CARE

Well child care*	No Copayment	Deductible & Coinsurance
Periodic, routine health examinations	No Copayment	
Routine eye exams – <i>one exam every 2 years</i>	OV Copayment	
Routine OB/GYN visits – <i>one exam per year</i>	No Copayment	
Mammography <i>1 baseline age 35 – 39 years</i> <i>1 screening per year age 40+</i> <i>Additional exams when medically necessary</i>	No Charge	
Hearing exam – <i>covered once every two years</i>	OV Copayment	

MEDICAL CARE

Primary care office visits	OV Copayment	Deductible & Coinsurance
Specialist consultations	OV Copayment	
OB/GYN care	OV Copayment	
Maternity care – <i>initial visit subject to copayment, no charge thereafter</i>	OV Copayment	
Laboratory	No charge	
X-ray and Diagnostic Testing	No charge	
Allergy Services <i>Office visits/testing</i> <i>Injections—80 visits in 3 years</i>	OV Copayment No charge	

HOSPITAL CARE – *Prior authorization required.*

Semi-private room	HSP Copayment	Deductible & Coinsurance
Maternity and newborn care	HSP Copayment	
Skilled nursing facility – <i>up to 120 days per calendar year</i>	HSP Copayment	
Rehabilitative services – <i>up to 60 days per person per calendar year</i>	No charge	
Outpatient surgery – <i>in a hospital or surgi-center</i>	OS Copayment	

*Vision and Hearing screenings done as part of your preventative exams by your PCP will not take a copay

EMERGENCY CARE

Walk-in centers	OV Copayment	Deductible & Coinsurance
Urgent care – <i>at participating centers only</i>	UR Copayment	Not covered
Emergency care – <i>copayment waived if admitted</i>	ER Copayment	ER Copayment
Ambulance – <i>air subject to maximum per trip</i>	No charge	No charge

OTHER HEALTH CARE

Outpatient rehabilitative services <i>50 visit maximum for PT, OT, ST and Chiro. per year</i>	No Copayment	Deductible & Coinsurance
Prosthetic devices	No charge	
Durable medical equipment	No charge	

MENTAL HEALTH/SUBSTANCE ABUSE CARE

Inpatient	HSP Copayment	Deductible & Coinsurance
Outpatient/office visits	OV Copayment	

Schedule of health examinations:***Well Child Care (including immunizations)***

- 7 exams birth to one
- 7 exams one to 5 years
- 5 through 21-one exam per year

Adult

One exam every year 22+

Note: In situations where the member is responsible for obtaining the necessary prior authorization and fails to do so, benefits may be reduced or denied.

Please refer to the *SpecialOffers@Anthem* brochure in your enrollment kit for information on the discounts we offer on health-related products and services.

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary

This does not constitute your health plan or insurance policy. It is only a general description of the plan. The following are examples of services NOT covered by your Century Preferred Health Plan. Please refer to your Certificate/Evidence of Coverage/Summary Booklet for more details: Cosmetic surgeries and services; custodial care; genetic testing; hearing aids; refractive eye surgery; services and supplies related to, as well as the performance of, sex change operations; surgical and non-surgical services related to TMJ syndrome; travel expenses; vision therapy; services rendered prior to your contract effective date or rendered after your contract termination date; and workers' compensation.

A product of Anthem Blue Cross and Blue Shield serving residents and businesses in the State of Connecticut.

Plainville BOE Paraprofessional-220
CENTURY PREFERRED
MANAGED RX, 3 TIER
Benefits at a Glance

\$10 COPAYMENT GENERIC DRUGS
\$20 COPAYMENT LISTED BRAND-NAME DRUGS
\$30 COPAYMENT NON-LISTED BRAND-NAME DRUGS
Unlimited Annual Maximum

How To Use 3-Tier Managed Rx

3-Tier Managed Rx has three different levels (or “tiers”) of copayments, depending on the type of prescription drug you purchase (see the chart below for details). Your copayments will be lower when you use generic or brand-name medications that are on our list of preferred prescription drugs. The medications on this list are selected for their quality, safety and cost-effectiveness. You’ll still have coverage brand-name drugs that are not on the list, but your copayment will be higher.

Talk to your provider about using generic drugs or listed brand-name drugs. It’s a simple way to save out-of-pocket expenses.

Copayments and Day Supplies

- You will be responsible for one copayment when purchasing a (34-day supply/100 Unit Dose) of prescription drugs from a retail pharmacy.
- You’ll be responsible for:
 One copayment will apply when purchasing a 35-day to 100-day supply of maintenance drugs through the voluntary mail-service program or retail pharmacy (see chart for details).

Generic Drugs Have the Lowest Copayment

		<i>Your copayment:</i>
Tier 1: Generic drugs	The term “generic” refers to a prescription drug that is not protected by a trademark. It is required to meet the same bioequivalency test as the original brand-name drug. Tier 1 copayment applies.	\$10
Tier 2: Listed brand-name drugs	The term “listed brand-name” refers to a brand-name prescription drug that is on Anthem Blue Cross and Blue Shield’s list of preferred prescription drugs. Tier 2 copayment applies.	\$20
Tier 3: Non-listed brand-name drugs	The term “non-listed brand-name” refers to a brand-name prescription drug that is not on Anthem Blue Cross and Blue Shield’s list of preferred prescription drugs. Tier 3 copayment applies.	\$30
Mail Service	One and a half copayment per 35- 100	\$10 generic, \$20.00 listed brand \$30 Non-listed brand-name
Annual Maximum	Per member per calendar year	Unlimited

Generic Substitution

Prescriptions will be filled with the generic equivalent when there is one available. Exception: If your doctor indicates "Dispense as Written." In this case you will receive the brand-name drug—and you will be responsible for the applicable listed brand or non-listed brand copayment. NOTE: If your doctor does *not* indicate "Dispense as Written," you will be responsible for the applicable listed brand or non-listed brand-name copayment as well as the difference in cost between the generic and listed brand or non-listed brand name drug.

Voluntary Mail-Service Program

Express Scripts Rx, our voluntary mail-service drug program, can save you time and expense if you regularly take one or more types of maintenance drugs. You can order up to a **100-day supply** of these medications and have them delivered directly to your home.

One mail-service copayment will apply.

National Pharmacy Network

Members also have access to a network of more than 53,000 retail pharmacies throughout the country. Members may call 1-888-207-4214 to locate a participating pharmacy when traveling outside the state.

Non-Participating Pharmacies

Members who fill prescriptions at a non-participating pharmacy are responsible for payment at the time the prescription is filled. Members must submit claims to Anthem Blue Cross and Blue Shield for reimbursement, and payment will be sent to the member. Members who use non-participating pharmacies will pay 20% of the in-network allowance, plus the difference between Anthem Blue Cross and Blue Shield's payment and the pharmacist's actual charge.

Limits and Exclusions

Benefits are limited to no more than a **(34-day supply/100 Unit Dose)** for covered drugs purchased at a retail pharmacy, and no more than a **100-day supply** for covered drugs purchased by mail service. **You may obtain a 100 day supply of maintenance medication through retail pharmacy.** All prescriptions are subject to the quantity limitations imposed by state and federal statutes.

Benefits for prescription birth control and Sexual Dysfunction medications are optional for groups such as yours. Check with your benefits administrator to find out whether or not you have such benefits.

This is not a legal contract. It is only a general description of the Managed Rx, 3 Tier version. Please consult the Evidence of Coverage or prescription drug rider for a complete description of benefits and exclusions applicable to your coverage.