

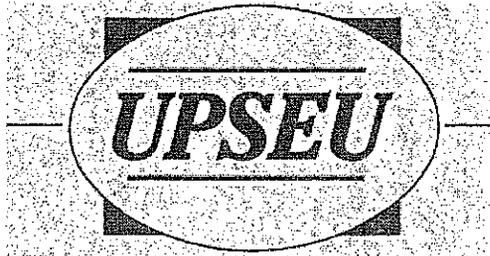
**COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN

THE

SOUTHINGTON BOARD OF EDUCATION

AND THE



UNITED PUBLIC SERVICE EMPLOYEES UNION
SOUTHINGTON PARAEDUCATORS/ABA THERAPISTS

Local 424 - Unit 50

JULY 1, 2016 - JUNE 30, 2019

June 27, 2016
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THIS AGREEMENT IS MADE AND ENTERED INTO ON THE

20th of July, 2016

by and between

the Southington Board of Education
(hereinafter referred to as the "Board")

and

the Southington Paraeducators/ABA Therapists
United Public Service Employees Union
(hereinafter referred to as the "Union").

ARTICLE I
RECOGNITION

- a. The Southington Board of Education recognizes the United Public Service Employees as the exclusive representative for all paraeducators and applied behavior analysis (ABA) therapists employed in the Southington School System for the purpose of collective bargaining in accordance with Municipal Employee Relations Act under Case #ME-5425, #ME-29589 and #ME-31585. (Throughout this Agreement, the term "employee" shall mean paraeducator and ABA therapist, unless specifically noted otherwise. When the term employee is not used it shall indicate the parties meant to distinguish between the two employee classifications)
- b. For purposes of this Agreement, the Southington Board of Education shall be designated by the term "board" and the "employee" shall mean all employees in the bargaining unit defined in subsection "a" above. The Southington Paraeducators/ABA Therapists Union, UPSEU, shall be designated by the term "union."
- c. For purposes of this agreement, the term "paraeducator" and "ABA therapist" shall encompass all persons hired as paraeducators and ABA therapists by the Board to provide paraprofessional services (whether they be paid directly through the Board or through State and Federal Programs) which shall include various school tasks as assigned by the administration. The paraeducator duties may be in a classroom, library, audio-visual area, clerical capacity, health, special education or any other area the Superintendent or his designate deems necessary. The paraeducators and ABA therapists will be directly responsible to the principal at the building in which they work as well as directors and supervisors of the paraeducator and ABA therapists program. Notwithstanding the preceding sentence, ABA therapists in the Pre-Kindergarten Program will be directly responsible to the Special Education Coordinator. Employees shall not be responsible for the counting and/or the handling of any monies, unless said employees volunteer to do so for school sponsored activities (e.g. school fundraisers).
- d. Full-time definition - For purposes of this Agreement, a full-time employee is one whose ~~duties require attendance at work for more than twenty-seven and one-half (27.5) hours each week.~~

- e. Part-time definition - For the purposes of this Agreement, a part-time employee is one whose duties require attendance at work for less than twenty seven and one-half (27.5) hours or less each week.
- f. Part-time employees shall not be eligible for medical, life or dental insurance benefits.

ARTICLE II
UNION SECURITY AND DUES CHECK OFF

- a. During the life of this agreement, an employee retains the freedom of choice whether or not to become or remain a member of the Union.
- b. Union dues shall be deducted by the Board 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. The employer agrees to include a dues deduction membership card, agency fee card, and a union contract in the new hire packet. The employer further agrees to have either a member or agency fee card signed with all other new hire paperwork.
- 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.
- e. The amount of dues or agency service fee deducted under this Article together with a list of employees shall be remitted to UPSEU 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 Board will include on the above list the addresses of all new employees.
- g. The Union shall indemnify the Board for any liability or damages incurred by the Board in compliance with this article.

ARTICLE III
PROTECTION OF EMPLOYEES

- a. In the event that an employee receives Worker's Compensation, the difference between his/her regular net pay and such compensation shall be paid by the Board. Calculations under this section will take into account tax consequences so that the net pay received by the employee is not greater than his/her regular pay.

- b. Employees shall not be required to substitute for school secretaries. If an employee opts to provide substitute service, said employee shall receive his/her present hourly rate or the Class III, Step 1 hourly rate of the secretaries' pay schedule, whichever is greater.
- c. Whenever possible, a qualified substitute will be hired when a teacher is absent or required to attend to school business outside of the classroom. When a teacher is absent or required to conduct school business outside of the classroom, and a substitute is not available, an employee may be asked to provide coverage for the classroom for a time not to exceed four (4) hours in one work week. In the event the time exceeds four hours in one work week, the employee will receive twenty (\$20) dollars in addition to his or her normal pay. Under no circumstances, shall the employee provide direct academic instruction to students during that time.
- d. A union representative may be granted permission from the Director of Business and Finance and/or his or her designee to enter school buildings to meet with union members on employment matters during non-instructional time. The Union representative's visit shall not interfere with an employee's work responsibilities or interfere with the District's standard operation and business procedure.
- e. When an employee is requested to transfer to a state or federally funded position, the employee's status as a regular Board employee shall not be jeopardized.

ARTICLE IV
HEALTH INSURANCE

- a. The Board shall fully provide and pay for the following insurance coverage, or such other program as may be substituted therefore, for all eligible employees:
 - 1. For the period through and including August 31, 2017, the Board shall provide a Century Preferred Provider Plan. The major features of the plan are described in Appendix B of this Agreement. Further details of the insurance program are contained in the Master Policy which shall be located in the Business Office.

Effective September 1, 2017, the Board shall provide health insurance coverage for employees through a High Deductible/HSA plan ("HSA Plan"). Note the vision coverage in effect on August 31, 2017 will continue.

The HSA plan will include the following elements:

HDHP		
Cost Share Provisions	In-Network	Out-of Network (OON)
Annual Deductible (individual/aggregate family)	\$2,000/\$4,000	
Medical Cost Share	0%/100% (no member copays or coinsurance)	20/80% after deductible, up to co- insurance maximum
Coinsurance Maximum	\$0 Medical \$1,000/2,000 RX	\$2,000/4,000 (Includes OON Medical and OON RX Coinsurance)
Annual Combined In and Out of Network Out-of-Pocket Maximum	\$5,000 individual coverage/\$10,000 family coverage (includes deductible and in-network and out-of- network cost shares)	
Lifetime Maximum	Unlimited	Unlimited
Preventive Care	Deductible not applicable	20% after deductible, subject to co-insurance limits

Following exhaustion of the applicable deductible, prescription drugs shall be subject to post-deductible co-payments of \$10/25/40. This provision shall be waived from September 1, 2017-June 30, 2019.

The Board will fund fifty percent (50%) of the applicable HSA deductible amount. The Board's HSA contributions shall be pro-rated for employees hired into the employees' bargaining unit during the contract year, based on the number of months remaining in the contract year. For the 2017-18 contract year, the full amount of the Board's contribution toward the deductible will be deposited into the HSA accounts in September. Effective with the 2018-19 contract year, one-half of the Board's contribution toward the deductible will be deposited into the HSA accounts in September and the remaining one-half will be deposited into the HSA accounts in March. The parties acknowledge that the Board's contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed employees. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment.

Effective September 1, 2017, a Health Reimbursement Account ("HRA") shall be made available for any employee who is precluded from participating in a Health Savings Account ("HSA") because the employee receives Medicare and/or

veterans' benefits. The annual maximum reimbursement by the Board for employees participating in the HRA shall not exceed the dollar amount of the Board's annual HSA contribution for employees enrolled in the HSA.

2. Individual \$35,000 life insurance (group term).
3. Full service Blue Cross Dental Plan with Rider A for each employee only. Employees may purchase dependent coverage for any of the above referenced insurance plans at one hundred percent (100%) of the cost. Dependent dental coverage shall be available at the premium cost sharing percentages outlined below:

Board Portion	Employee Portion
60%	40%

Enrollment in the dental plan is limited to once per year during the month of July.

4. The Board agrees to provide in-services as reasonably necessary to insure that each employee understands the insurance program.
5. The employees may participate in a Section 125 Plan established by the Board.
6. All employees will contribute the following premium contributions toward the costs for the insurance coverage in which they are enrolled:

Effective July 1, 2016: 14%
 Effective September 1, 2017: 10%
 Effective July 1, 2018: 10.5%

7. Wellness Incentive:

If an employee and the employee's enrolled spouse and dependents (if applicable) each complete one preventive physical examination during calendar year 2017, the employee will pay the discounted premium contribution set forth below for the costs of insurance coverage, effective July 1, 2018. If an employee and the employee's enrolled spouse and dependents (if applicable) do not each complete one preventive physical examination during calendar year 2017, the employee will pay the non-discounted premium contribution set forth below for the costs of insurance coverage, effective July 1, 2018.

	Discounted Contribution	Non-discounted Contribution
Effective July 1, 2018	10.5%	12.5%

The wellness incentive set forth above shall apply to all employees who are employed by the Board as of January 1, 2017. Any employee hired after January 1, 2017 will pay the discounted premium contribution percentage for the 2018-19 contract year.

The Board agrees to cover any initial account set up fee associated with the HSA for employees hired on or before June 30, 2017.

b. Waiver of Insurance:

1. Notwithstanding the above, employees may voluntarily elect to waive in writing all health insurance coverages outlined in the foregoing, and in lieu thereof, shall receive an annual payment of one thousand dollars (\$1,000). Payment to those employees waiving such coverage shall be made in the month of December. This provision shall apply to those who have elected this waiver prior to July 1, 2004 and who continue to maintain such waiver thereafter.
2. Where a change in an employee's status prompts the employee to resume Board-provided insurance coverage, the written waiver may, on written notice to the Board of Education, be revoked. Upon receipt of revocation of the waiver, insurance coverage shall be reinstated as soon as possible: subject, however, to any regulations or restrictions, including waiting periods, which may then be prescribed by the appropriate insurance carriers. Depending upon the effective date of such reinstated coverage, appropriate financial adjustments shall be made between the employee and the Board to insure that the employee has been compensated, but not overcompensated, for any waiver selected under Section 1, above.
3. Notice of intention to waive insurance coverage must be sent to the Director of Business and Finance not later than June 15 of the prior school year.

- c. Upon retirement, all full-time employees in the bargaining unit may, at their own expense, purchase medical insurance at group rates provided it is permitted by the carrier. The number of years an employee may participate in this benefit will be based upon the rate of one (1) year of eligible participation after retirement for every four (4) years of service.

ARTICLE V
SICK LEAVE

- a. Full-time employees shall be granted full pay while absent for personal illness to an amount of twelve (12) working days per year.
- b. Part-time employees who work between twenty (20) hours and twenty seven and one-half (27.5) hours per week shall be eligible sick leave on a pro-rated basis. Specifically,

such employees shall receive eight (8) sick days per year.

- c. Part-time employees who work less than twenty (20) hours per week shall be eligible for sick leave on a pro-rated basis. Specifically, such employees shall receive six (6) sick days per year.
- d. Employees may utilize five (5) sick days to care for a family member on an annual basis.
- e. Employees will be able to cumulate sick leave to a total one hundred twenty (120) days. All unused sick leave as of the close of the regular school year will be cumulated.
- f. Leaves of absence without pay may be granted upon approval from the Superintendent and/or his or her designee.
- g. The Board shall have full subrogation rights in any case where employees receive court judgments or settlements for lost wages or medical benefits received by employees covering any period during which the employee has received continued salary payments or has been reimbursed for medical expenses from the Board during a period of absence. If the Board exercises its subrogation rights and recovers monies covering absences for which accumulated sick leave was utilized, no sick leave shall be deducted from an employee's credit for such periods.
- h. Consistent with current practice, employees absent more than five (5) consecutive days may be required to submit a medical certificate. In addition, any employee who uses more than ten (10) sick leave days in any one year may be required to submit a medical certificate. Upon retirement or death, employees or their estates shall be paid for accumulated unused sick leave up to a maximum of twenty five percent (25%) of such accumulated unused sick leave at their daily rate of pay at the time of their retirement or death. Under no circumstances, however, shall this number exceed twenty seven and one-half (27.5) days.
- i. If an employee is absent because of an illness due to a childhood communicable disease definitely traceable to contact made in school, the absence shall not be charged against the employee's sick leave.

ARTICLE VI
PERSONAL LEAVE / FUNERAL LEAVE

a. Personal Leave:

Leave of absence with pay for personal reasons will be granted in any one year subject to written application and written approval from the Personnel and Professional Development Manager in accordance with the following stipulations:

1. Full-time employees (27.5 hrs/wk or more) and part-time employees who work between twenty (20) and twenty-seven and one-half (27.5) hours shall receive up to a maximum of three (3) days per year. Part-time employees who work less than twenty (20) hours per week shall be receive a maximum of one (1) day per year. Personal leave shall be based on the employee's regular hours worked per day.
2. Applications for such leave will be submitted no later than five (5) days before the requested absence (except in emergency situations).
3. Requests for personal leave will be granted for the following reasons:
 - a) for critical illness in immediate family - immediate family is defined as including mother, father, husband, wife, son, daughter, brother, sister, or grandchild;
 - b) for emergency illness in the immediate family as defined above for the purpose of making arrangements for necessary medical or nursing care;
 - c) necessary to attend a ceremony for the awarding of a degree or college graduation of self, spouse, son, daughter or grandchild;
 - d) necessary for attendance at the funeral services of a person whose relationship to the employee warrants such attendance;
 - e) for participation in wedding ceremonies. If the wedding is out of state and requires travel time, the employee shall be granted unpaid leave time not to exceed two (2) days;
 - f) for religious holidays;
 - g) for personal or emergency matters which cannot be handled normally outside school hours;
 - h) moving one's domicile;
 - i) for the birth of a child to spouse or complete an adoption process;
 - j) days for performance of mandatory religious obligations will be granted as personal days with pay when they occur on scheduled school days.
4. Requests for personal leave as specified above shall be submitted on forms supplied by the Board and through AESOP, when it becomes available.

5. Days allowed for the purposes above are non-cumulative.

6. Any employee required to report for jury duty shall receive full pay, minus jury pay, from the Board while on jury duty.

b. Funeral Leave:

1. Up to a maximum of three (3) days, including the day of the funeral, will be granted, with pay, for each occurrence of death of a parent, spouse, child, brother, sister, aunt, uncle, mother-in-law, father-in-law, grandparent or grandchild.

2. Up to a maximum of two (2) days, including the day of the funeral, will be granted, with pay, for each occurrence of death of a niece, nephew, brother-in-law or sister-in-law.

3. All employees are eligible for funeral leave based on their regular number of hours worked per day.

c. Leave of Absence:

An unpaid leave of absence of up to one (1) year for medical, educational (to become a full-time student), childrearing or adoption, or emergency reasons may be granted to a full-time employee pending recommendations by the Superintendent and approved by the Board of Education. Seniority shall not accrue while employee is on said leave but shall be bridged upon returning to a paid status. The employee's replacement during the leave of absence will be on an interim basis.

ARTICLE VII HOLIDAYS

Full-time employees will be granted eleven (11) paid holidays as designated annually by the Superintendent of Schools.

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

If the Board of Education declares that school is in session on any declared contractual holiday referenced herein, employees shall be paid for said holiday, at straight time, in addition to being paid their regularly hourly wages for working that day.

ARTICLE VIII
TRAVEL

Employees shall be reimbursed at current I.R.S. rates for any and all authorized travel required in the course of his/her duties. Reimbursement will be based on monthly submission of "Travel Reimbursement Forms."

ARTICLE IX
SENIORITY

Seniority is defined as the employee's continuous and uninterrupted service as a paraeducator/ABA therapist with the Board from the employee's date of hire calculated on the basis of the number of months served.

There shall be a seniority list for Paraeducators and another list for ABA Therapists. If a Paraeducator becomes an ABA Therapist, said Paraeducator shall go into the ABA Therapist seniority list with ½ credit of Paraeducator years of service (i.e. 8 years as a Paraeducator, brings 4 years in the ABA Therapist seniority list). If an ABA Therapist becomes a Paraeducator, said ABA Therapist shall go into the Paraeducator seniority list with ½ credit of ABA Therapist years of service. (i.e. 8 years as an ABA Therapist, brings 4 years into the Paraeducator seniority list).

However, seniority will be restored for any employee who lost seniority as a result of being laid off in 1990.

ARTICLE X
PROBATIONARY PERIOD

1. All new employees shall be subject to a probationary period of ninety (90) working days and shall have no seniority rights or recourse for grievance during this period, but shall be subject to all other provisions of the Agreement.
2. All new employees will receive one (1) evaluation by the forty-fifth (45th) working day to improve any weaknesses.
3. A list of all new employees shall be submitted to the Unit President by October 31st of each school year.

ARTICLE XI
LAY-OFF

- a. In the event that layoffs became necessary, the employee with the least seniority shall be laid off first. When employees are to be recalled, the first to be recalled shall be those last laid off. Two (2) separate seniority lists shall be established as follows for purposes of layoff:

- A. Paraeducators
- B. ABA Therapists

Employees may bump only within the applicable category from the two categories set forth above. Employees shall not have the right to bump from one category to another.

- b. Laid off employees shall have recall rights for a period of two (2) years from the date of lay-off. When employees are to be recalled, the first to be recalled shall be those last laid off. An employee who waives recall rights and/or refuses recall from lay-off, shall lose all recall rights.
- c. Notwithstanding the above, any employee who is laid off shall have recall rights to a position to that in which they were laid off from, (i.e., full time to full time). For the purposes of this section, a refusal of a part time position by a laid off full time employee shall not constitute a refusal, and said employee shall remain on the top of the recall list until a comparable position is available during the recall period.
- d. All employees on the recall list shall be notified by certified mail of all job openings within the bargaining unit. Such employees shall have five (5) working days from the mailing date of receipt to apply in writing to the Superintendent and/or his or her designee for the job opening.
- e. If a laid off employee has secured employment elsewhere, he or she shall be allowed ten (10) working days of time before being required to report to work.
- f. No new paraeducators and/or ABA therapists shall be hired until all laid off employees have been recalled and have been given notification by certified mail.
- g. Employees to be laid off shall be given two weeks notification in writing.
- h. If vacancies are created as a result of layoffs, such vacancies shall be filled from within the Union according to the procedures stated in Article XIII, Vacancies/Transfers. If there are no applicants for a vacancy, it shall be filled according to the transfer procedure stated in Article XIII, Vacancies/Transfers. When qualifications are equal, seniority shall be the deciding factor.

ARTICLE XII
DISMISSAL / DISCIPLINE

- a. Any discipline including dismissal shall be for just cause only. "Disciplinary action" as used in this Article shall normally be progressive in nature and shall include a verbal warning, a written warning, suspension or discharge. Serious misconduct may be grounds for immediate suspension or discharge.
- b. When disciplinary action is being contemplated against an employee, the supervisor will inform the employee of her/his right to Union representation.
- c. Any disciplinary action taken against the employee shall be reduced to writing of which a copy shall be given to the employee. It is understood that the Board and the Union must maintain the confidentiality of the employee subject to the Freedom of Information Act. Disciplinary action taken without Union representation will not be precedent setting.

ARTICLE XIII
VACANCIES / TRANSFERS

VACANCIES:

All job vacancies shall be posted for a period of ten (10) working days. Such postings shall designate the school level and whether the position is full-time or part-time. Job openings shall be filled based upon qualifications of all applicants. Best-qualified applicants shall be appointed in accordance with the job description. All applicants shall be granted an interview. When qualifications are equal, seniority shall be the deciding factor. The decision of the superintendent or his designee regarding the best-qualified applicant shall not be capricious or unreasonable. Should the Union, on behalf of any affected employee, believe that an employee was not awarded the job in accordance with this section, they may file a grievance directly to arbitration by the Connecticut State Board of Mediation and Arbitration.

TRANSFERS:

All transfers will be based on the needs and best interest of the school system.

a. Voluntary Transfers

1. An employee wishing to be transferred to another school or assignment must file such request with the Personnel Manager prior to May 15th of each year.
2. Such employee's name will be placed on a "Request for Transfer List" which will be kept by the Personnel Manager and a copy shall be provided to the unit president and UPSEU labor relations representative.

b. Involuntary Transfers

1. When a reduction in the number of employees to be assigned to a school is necessary:
 - a) Volunteers shall be transferred first;
 - b) Transfers will then be based upon factors which will include experience, training, ability and seniority;
 - c) If possible, involuntary transfers will be to comparable positions.
- c. Transfers will be made at the beginning of each school year except when in the opinion of the Superintendent of Schools an immediate transfer is necessary.
- d. Interschool transfers not caused by a vacancy will be on the basis of specific qualifications of the position. If candidates are equal, then seniority will prevail.

ARTICLE XIV
NOTICE OF ASSIGNMENT

- a. Employees will be notified prior to the last day of school each year if they are not to be re-employed for the succeeding school year.
- b. Notification of specific assignments indicating school assignment and hours of work will be made prior to August 15 of each year whenever possible.

ARTICLE XV
SHORTENED DAYS/PROFESSIONAL DEVELOPMENT DAYS

- a. If the day before Thanksgiving and the day before the December holiday vacation are scheduled shortened days, full-time paraeducators will be paid for six and one-quarter (6 1/4) hours and full-time ABA therapists will be paid for seven (7) hours.
- b. In the event of an early dismissal or late opening due to weather conditions, full-time employees will be paid for those hours as if they were worked. Part-time employees shall be given an opportunity to make up the missed hours within that same payroll period. Employees will be dismissed fifteen (15) minutes after the students are dismissed. At the discretion of the Principal this time can be extended to meet an emergency situation.
- c. All new hires shall be provided with a two hour paid orientation before the start of the student-school year. Current employees with new job requirements may be required to attend such orientation at the discretion of the Superintendent of Schools or his or her designee.

- d. The parties shall maintain a professional development committee comprised of administrative personnel and three union representatives. Each party shall be responsible for selecting its committee representatives. This committee shall be charged with enhancing the professional development opportunities available to employees in this unit.
- e. For the 2016-17 work year, all full-time bargaining unit employees shall work one hundred eighty-four (184) days. Such work year shall include three (3) days of professional development (scheduled for seven (7) hours each). The first two professional development days shall be scheduled on the two (2) days before the start of the student school year and the third professional development day shall be scheduled for Election Day in November. On planned shortened days, paraeducators shall leave when their workday ends and shall be paid for time actually worked. Full-time paraeducators shall also be required to attend one (1) afternoon of professional development on a planned shortened day in the Spring, which shall be scheduled for two and three-quarter (2.75) hours in length.

For the 2016-17 year, all part-time employees shall work one hundred eighty-two (182) days. Such work year shall include one (1) day of professional development which shall be scheduled one (1) day before the start of the student school year. Such day shall be seven (7) hours in length and mandatory for part-time employees.

- f. Prior to May 1, 2017, the professional development committee referenced in section (d) above shall review the professional development calendar set forth in section (e) and determine the professional development calendar for the 2017-18 and 2018-19 school years.
- g. If the school calendar, as determined by the Board of Education, provides that the last student school day of an academic year will be a shortened day, members of this unit shall be dismissed fifteen (15) minutes after the students are dismissed and shall suffer no loss of pay.

ARTICLE XVI **HOURS OF WORK**

- a. Hours of work and workdays will be determined by the Board in accordance with its needs. Generally, full-time paraeducators are employed for six and one-quarter (6 1/4) hours per day when school is in session and ABA therapists are employed for seven (7) hours per day when school is in session.
- b. Paraeducators will be scheduled for a thirty (30) minute unpaid lunch period at which time they may leave the school premises if they so desire upon notification to the building principal. ~~Employees are not expected to use their lunch time to transition to the next class.~~

- c. The actual work year for employees shall be as set forth in Article XV Shortened Days/Professional Development Days.
- d. Employees will be paid for any additional hours worked beyond their normal work day, (e.g., field trips, extra-curricular activities). If an employee is assigned to cover a field trip which prohibits him/her from taking his/her unpaid duty free lunch break, he/she shall be paid for that time.
- e. Summer Work:

ABA Therapists may be required to work during the summer months to provide student support services to District Students attending ESY and other District sponsored summer programs. To ensure adequate coverage, the administration will first seek volunteers from the bargaining unit. If such process does not provide sufficient coverage, members will be assigned to such positions on the basis of inverse seniority. Members will be notified of such assignments no later than May 15th.

In the event that an ABA Therapist member receives notice of a summer assignment on or before May 15th and is subsequently informed after May 15th that he/she is no longer needed for the summer assignment, (due to decreased enrollment, programmatic changes, etc.), he/she shall be paid as if he/she worked the full assignment in accordance with standard District payroll procedures.

ARTICLE XVII **PAYMENT SCHEDULES**

- a. All personnel covered by this agreement shall be paid their salary on either 22 equal payments or 21 equal payments of 1/26th of their salary for each payment with a final balloon payment on the 22nd payment of the remainder of their salary.

The election form for the balloon, or twenty-two (22) equal payments, will be supplied by the payroll office and must be completed and submitted to that office no later than the first day of July. No payment basis plan can be changed after that date.

- b. Effective July 1, 2013, all employees shall be paid by direct deposit.

ARTICLE XVIII **RETIREMENT FUND**

All eligible employees will be covered by the Retirement Fund, Plan B, in accordance with the provisions of the Connecticut Municipal Employees' Retirement Fund.

Part-time employees who work between twenty (20) hours and twenty seven and one-half (27.5) hours per week shall be eligible for retirement benefits.

ARTICLE XIX
GRIEVANCE PROCEDURE

- a. Definitions: A "grievance" is a claim based upon an event or condition which affects the welfare or conditions of employment of an employee or group of employees and/or the interpretation or application of any of the provisions of this Agreement.
- b. Purposes:
1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of employees.
 2. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.
 3. Nothing herein contained shall be construed as limiting the right of any employee having a problem to discuss the matter informally with any appropriate member of the administration or with any appropriate member of the Union.
 4. Any group shall have the right at the appropriate time to present any grievance to such persons and through such channels as are designated for that Purpose in this Article.
- c. Time Limits:
1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement in writing.
 2. The term "days" shall mean working days.
 3. Failure to file a written grievance within thirty (30) days after an employee knew or should have known of the act or condition on which the grievance is based shall cause the grievance to be waived.

Level One: Immediate Supervisor

- a. If an employee feels that he/she may have a grievance, he/she shall first discuss the matter with his/her immediate supervisor, directly or through a union representative, in an effort to resolve the problem.

- b. The immediate supervisor shall within ten (10) days render his decision and the reasons therefore in writing to the aggrieved person.

Level Two: Director of Business and Finance or His/Her Designee

- a. In the event that such aggrieved member of the unit and/or the Union is not satisfied with the disposition of his grievance at Level One, or in the event that no decision has been rendered within ten (10) days after presentation of the grievance, he/she may file a written grievance through the president of the Union to the Director of Business and Finance. Within five (5) days after receiving the written grievance, or twenty (20) days within the presentation of the grievance at Level One, the president of the Union shall refer it to the Director of Business and Finance or his/her designee.
- b. The Director of Business and Finance or his/her designee shall represent the Board at this level of the grievance procedure. Within ten (10) days after receipt of the written grievance from the Union, the Director of Business and Finance or his/her designee shall meet with the aggrieved person in an effort to resolve it. The aggrieved person may be accompanied by a representative of the Union. The Director of Business and Finance or his/her designee shall render a written decision within ten (10) days of that meeting to the grievant or the Union.

Level Three: Board of Education

- a. If the aggrieved member is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within fifteen (15) days after he/she first met with the Director of Business and Finance or his/her designee, he/she may file the written grievance with the Board. Within fifteen (15) days after receiving the written grievance, a committee of the Board shall meet with the aggrieved member and the Union for the purpose of resolving the grievance. Such meeting shall occur before 7:30 p.m. The Board committee, as applicable, shall render a written decision within ten (10) working days of the meeting and send a written response to the grievant and the Union.

Level Four: Arbitration

1. If the aggrieved member is not satisfied with the decision of the Board committee at Level Three, an intention to submit the grievance to arbitration must be submitted to the Board within ten (10) days after the decision has been rendered.
2. The Board shall have the option to select either the Connecticut State Board of Mediation and Arbitration or the American Arbitration Association to hear the grievance. If the Board wishes to select the American Arbitration Association to hear the grievance, it shall so notify the Union, in writing, within ten (10) working days of receipt of the Union's written notice of intent to proceed to arbitration. In the event that the Board does not so notify the Union within such time period, the Board shall thereby waive its right to select the American Arbitration Association to hear the grievance. Not later than ten (10) days after receipt of notice from the Board designating its selection of an arbitration

agency, or, in the event no such notice is received, within ten (10) working days after the period for providing such notice has expired, the Union shall file for arbitration with the appropriate arbitration agency, with a copy to the Superintendent of Schools or his/her designee.

3. The parties shall share the arbitration filing fee equally when filed with the Connecticut State Board of Mediation and Arbitration. In the event that a grievance is processed to arbitration through the American Arbitration Association, the Board shall pay the filing fees and the arbitrator's per diem fees.
4. The arbitrator so selected shall confer with representatives of the Board and the Union and hold hearings promptly and shall issue his or her decision in accordance with the rules of the American Arbitration Association or State Board of Mediation and Arbitration, as applicable. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.

ARTICLE XX **MANAGEMENT RIGHTS**

- a. Subject to the provisions of this Agreement, the Board reserves and retains all rights, authority and discretion, in the proper discharge of its duties and responsibilities, to control, supervise and manage the schools and its staff. Subject to the provisions of this Agreement, the Board has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative, not subject to review, to direct the operation of the school system in all its aspects including, but not limited to, the following: to determine educational policy and maintain such educational activities as in its judgment will best serve the interests of the students; to decide the need for Board facilities; to determine the care, maintenance and operation of buildings, lands and other property used for Board purposes; to determine the equipment to be used; to prepare budgets and, in its sole discretion, expend monies appropriated by the legislature or derived from other sources for the operation of the schools; and to establish, change and enforce reasonable rules, regulations and policies concerning, among other things, conditions of employment not in conflict with this Agreement.
- b. Such rights and powers shall not be used to circumvent or supersede this Agreement. It is recognized by the Parties that all matters pertinent to wages, hours and other conditions of employment are negotiable under the terms of the Municipal Employee Relations Act and such rights are neither waived or diminished by the foregoing language which shall be subject to all of the terms of this Agreement.

ARTICLE XXI
MISCELLANEOUS

1. Employees desiring to review their official personnel folder will be permitted to do so. Upon request, employees shall be given a copy of their personnel folder at no cost.
2. The Board agrees to provide to the Union, upon adequate notice, materials and information beneficial to the proper administration of the Agreement and/or its successors.
3. Where any existing rule, regulation, procedure or policy of the Board is in conflict with any specific provision of the Agreement, the Agreement shall prevail.
4. It is understood that employees shall continue to serve under the direction of the Superintendent of Schools in accordance with the Board and administrative policies, rules and regulations provided that the provisions of this Agreement shall supersede and prevail over any conflicting provisions.
5. The Board and the Union negotiating committees agree to meet upon request by either party for the purpose of interpretation, implementation and administration of the Agreement.
6. This Agreement may be altered or modified only by mutual agreement of both parties and ratification of Union membership. This sentence shall not prevent the parties from waiving contractual language per mutual agreement. Such waiver shall not create a past practice or precedent.
7. If any section, sentence, clause or phrase of this Agreement shall be held for any reason to be void or invalid, the validity of the remaining portion of this Agreement shall not be affected, thereby it being the intention of the parties, in adopting this Agreement, that no portion thereof or provision herein shall become inoperative or fail by reason of the invalidity of any other portion or provision and the parties do hereby declare that it would have approved of and adopted the provisions contained herein separated and apart from the other.
8. Unit members shall receive an annual stipend of \$800 if their assignment regularly includes providing hygiene related services to students. Hygiene services include toileting, personal feeding and diapering. These individuals will be designated at the beginning of the school year and a copy of names will be provided to Union president. The payment will be made at the end of the school year and prorated X / 181 days if less than school year.
9. Any paraeducator who is required to participate in a specific training program to work with autistic children, and is permanently assigned to work with children with this disability, shall receive an annual stipend of \$1,000 in addition to their regular hourly rates for the said contract year. This stipend will only be added to those specially trained

employees who work with the autistic child on a regular basis, and will not be paid for substitutes who fill in for short periods on an "as needed" basis. These individuals will be designated at the beginning of the school year and a copy of names will be provided to the Union president. The payment will be made at the end of the school year and prorated X / 181 days if less than school year.

10. The Board shall pay for the cost of one (1) certified paraeducator *No Child Left Behind* assessment for each bargaining unit member who is required to take the assessment and was hired prior to July 1, 2004.
11. The Board of Education agrees to provide any and all job descriptions to an employee upon request. In addition, the Board of Education agrees to post all job descriptions on the District website.

ARTICLE XXII

DURATION

The provisions of this Agreement and the attached salary schedule (Appendix "A") shall be effective as of July 1, 2016 and remain in full force and effect until June 30, 2019.

In witness whereof, the parties hereunto set their hands and seals this 20th day of July, 2016.

SOUTHINGTON PARAEDUCATORS/ABA THERAPISTS UNION UPSEU:

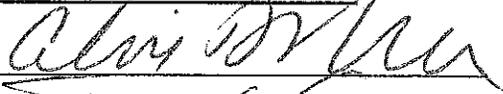
Deborah L. Stevens

Annabelle B. Popper

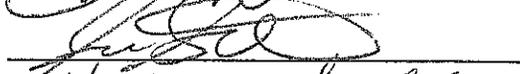
Kara Kleier

By


Kevin Boyle, Jr.
UPSEU







Patricia Keffe

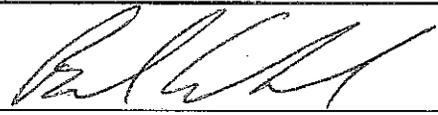
Nancy D. Shaw

Mary Lynn Wild

Melissa J. Boyce

SOUTHINGTON BOARD OF EDUCATION:

By


Brian S. Goralski, Chairman
Southington Board of Education

APPENDIX A
WAGE SCHEDULES

	2016-17	2017-18	2018-19
	3.0% on top	2.80% on top	1.20% GWI 3.10% on top
Step			
1	15.36	15.36	15.54
2	16.00	16.00	16.19
3	16.63	16.63	16.83
4	17.25	17.25	17.46
5	17.92	17.92	18.14
6	18.47	18.47	18.69
7	19.06	19.06	19.29
8	19.74	19.74	19.98
9	20.42	20.42	20.67
10	21.10	21.10	21.35
11	21.78	22.39	22.66
12			23.08

The chart below illustrates how Paraeducators will be placed on the new 2016-17 schedule

2015-16	New Schedule Structure	Step in 2016-17 AFTER Step Movement
Step	Step	Step
5	1	2
6	2	3
	3	4
8	4	5
9	5	6
10	6	7
11	7	8
12	8	
14	9	11*
15	10	11*
	11	

* Employees on Step 14 and Step 15 in 2015-16 move to Step 11 in 2016-17 due to the structure of revised schedule.

ABA Therapists earning \$15.50 in 2015-16 will be placed on Step 2 of the schedule in 2016-17.
ABA Therapists earning \$17.98 in 2015-16 will be placed on Step 6 of the schedule in 2016-17.

The ABA Therapist Coordinator will be red-circled and her wage rate shall increase by the same percentage that is applied to the maximum steps in each year. (3.0% in 16-17, 2.8% in 17-18 and 3.10% in 2018-19).

Effective and retroactive to July 1, 2016 each employee who is not at the maximum step of the schedule shall advance one step on the salary schedule. See the table above for movement from the 2015-16 schedule to the 2016-17 schedule.

Effective July 1, 2017, each employee who is not at the maximum step of the schedule shall advance one step on the salary schedule.

Effective July 1, 2018, each employee shall advance one step on the salary schedule. Employees on Step 1 in 2017-18 shall move to Step 3 as a result of Steps 1 and 2 being dropped from the schedule in 2018-19.

Each year, paraeducators who have served fifteen (15) consecutive years in the Southington Public School System will receive a longevity stipend of one hundred dollars (\$100). This payment will be made on the first pay date of October.

Hygiene Stipend - See page 19 of this contract.

Autistic Stipend - See page 19 of this contract.

APPENDIX B

Benefits	Effective July 1, 2016-August 31,2017
Product Plan Name	Century Preferred \$25 PPO
	<u>In-Network</u>
Deductible	None
Coinsurance	100%
Co-Pay/Coinsurance Maximum	N/A
Out-of-Pocket Maximum	N/A
Office Visit	\$25
Preventive Care Visit	\$0
Specialist	\$25
Inpatient Admission	\$200
Outpatient Surgery	\$75
Emergency Room	\$100
Urgent Care Facility	\$50
Lifetime Maximum	Unlimited
	<u>Out-Of-Network</u>
Deductible	\$400/\$800/\$1,000
Coinsurance	80%
Co-Pay/Coinsurance Maximum	\$1,600/\$3,200/\$4,000
Out-of-Pocket Maximum	\$2,000/\$4,000/\$5,000
Outpatient Facility	Ded. & Coin.
Inpatient Admission	Ded. & Coin.
Lifetime Maximum	Unlimited
In-Network Prescription Drugs	\$5/\$25/\$40
Retail Quantity Limit	30
Mail Order Quantity Limit	100
Prescription Maximum	Unlimited
Mail Order Prescriptions	2x

SIDE LETTERS

a.) Health and Safety: A committee with a representative of the Board, an administrator, and an employee (to be chosen by the Union) shall be formed to study the present structure of the Systemwide Health and Safety Committee, and forward its recommendations to the Superintendent and the Board for their consideration.

b.) In-service Paraeducator Development: A committee, with a representative of the Board, an administrator and a paraeducator (to be chosen by the Union) shall be formed to study Inservice Paraeducator Development Days. The committee will forward its recommendations to the Superintendent and the Board for their consideration.

c.) Health Insurance: The Board and the Union agree to add an employee to the Health and Medical Advisory Committee to study insurance cost containment recommendations. The advisory committee recommendations are non-binding on either party.

MEMORANDUM OF AGREEMENT

This Agreement is made by and between the Southington Board of Education (hereinafter the "BOARD") and the UPSEU Paraeducators/ABA Therapists (hereinafter the "Union"), both of which are sometimes hereinafter referred to as "the parties."

In exchange for the Union's agreement to increase the insurance eligibility threshold from 20 hours to more than 27.5 hours during the parties 2016 negotiations, the Board agrees to the following provisions:

1. Effective July 1, 2016 through June 30, 2019, all employees working more than 27.5 hours shall not have their hours reduced.
2. ABA therapists hired on or before June 30, 2016 and working 20 hours or more per week as of such date shall be eligible for health insurance. Effective July 1, 2016, all new employees hired as ABA therapists must work more than 27.5 hours per week to be eligible for medical insurance benefits.
3. The administration will assign available hours in accordance with the procedures set forth in Article XIII (Vacancies/Transfers).

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the day and year set forth below.

7/14/16
Date

7-14-16
Date

Deborah J. Stevens
Union President, UPSEU
Unit DRS
[Signature]
Chair, Southington Board of Education

MEMORANDUM OF AGREEMENT

This Agreement is made by and between the Southington Board of Education (hereinafter the "BOARD") and the UPSEU Paraeducators/ABA Therapists (hereinafter the "Union"), both of which are sometimes hereinafter referred to as "the parties."

1. Effective July 1, 2016, an employee must work more than twenty seven and one-half (27.5) hours each week to be eligible for medical benefits. Notwithstanding the preceding sentence, the following employees, hired before June 30, 2016, shall be grandfathered and may continue to receive health insurance benefits despite the fact that they work 27.5 hours or less:

Joanne D'Agostino
Carla Griffin
Michelle Hair
Kelli Lamkins
Laura Jean Minton
Nancy Robertson

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the day and year set forth below.

7/14/16
Date

7-14-16
Date

Deborah L. Stevens
Union President, UPSEU
Unit D&S

[Signature]
Chair, Southington Board of Education

