

AGREEMENT BETWEEN
THE STONINGTON BOARD OF EDUCATION
AND
THE STONINGTON PARAEDUCATORS
LOCAL 1996 OF COUNCIL 4,
AFSCME, AFL-CIO

JULY 1, 2021 THROUGH JUNE 30, 2024

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ARTICLE I
PREAMBLE

Section 1

This Agreement is made and entered into by and between the Stonington Board of Education and/or its successor, hereinafter referred to as the "Board" or "Employer," and Local 1996 of Council 4, AFSCME, AFL-CIO, and/or its successor, hereinafter referred to as the "Union." The word "employee" as used herein refers to bargaining unit members.

ARTICLE II
RECOGNITION AND UNIT DESCRIPTION

Section 1

The Board hereby recognizes and certifies the Union as the exclusive bargaining representative on all matters of wages, hours of employment and other conditions of employment, for all full-time and regularly scheduled part-time employees working twenty (20) hours per week or more, including classroom teacher paraeducators, special education paraeducators, health paraeducators, music paraeducators, library paraeducators, transportation paraeducators and monitors, employed by the Board but excluding child care assistants, cafeteria work of any kind whether performed by the above described employees or regular cafeteria employees and all other exclusions defined in the Municipal Employee Relations Act.

Section 2

For purpose of this contract, all covered employees as defined in Article II, Section 1 shall be referred to as "paraeducators."

ARTICLE III
NON-DISCRIMINATION

Section 1

The Union and the Board agree that there shall be no unlawful discrimination against any employee because of race, creed, color, national origin, sex, sexual orientation, disability, or religious beliefs. The Union and the Board further agree that there will be no unlawful discrimination against any employee on the basis of age, marital status, or membership or non-membership in the Union. Any reference herein to a particular gender shall apply equally to all persons regardless of gender.

An alleged violation of this provision of the Agreement shall not be subject to grievance and arbitration under Article XII.

ARTICLE IV
UNION SECURITY

Section 1

Upon receipt of an employee's signed authorization to deduct membership dues or voluntary agency fees, the Board agrees to deduct from the pay of the employee an amount established and periodically adjusted by the Union.

Such deductions shall continue unless the Board is notified in writing by Council 4 that the employee is no longer a member (or the employee no longer desires to pay an agency fee). Council 4 reserves the right to modify and/or replace any such authorization form.

ARTICLE V
CHECK-OFF

Section 1

Upon receipt of a signed authorization form, the Employer shall deduct from the employee's earned wages once monthly for ten (10) months such dues or service charges as the Union shall determine.

Section 2

The amount to be deducted will be specified in writing by the responsible Union official and may be increased or decreased at any time with a sixty (60) day written notice by said Union official to the Employer.

Section 3

Deductions as provided above shall be remitted to the Council #4 office of the Union not later than thirty (30) days after such deductions have been made, along with an initial list of the employees from whom the deductions have been made.

Section 4

The Union agrees to indemnify and to hold the Board harmless against any and all claims, demands, suits, or other forms of liability that shall or may arise out of or by reason of action taken by the Board for the purpose of complying with the provisions of this Article.

Section 5

The Board agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Board and the Union. The Board agrees to remit any

deductions made pursuant to this Section promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. The Union agrees to hold the Board harmless from any claim arising as a result of any deduction made pursuant to this Section.

ARTICLE VI **UNION RIGHTS**

Section 1

The Employer shall provide each employee with one (1) copy of this contract within thirty (30) days after the signing date.

Section 2

The Board will provide a new hire with a copy of this Agreement, a Union supplied informational packet and advise the new hire of the name of the Local Union President. The Union will provide the Board with the aforementioned informational packet and the name of the Local Union President in order for the Board to comply with the language set forth herein.

Section 3

The Employer shall provide five (5) original signed contracts for Council #4 at the time of signing.

ARTICLE VII **SENIORITY**

Section 1

Seniority shall mean an employee's length of continuous service with the Board, measured in calendar days from the first day the employee actually worked in a bargaining unit position covered by this Agreement. If the application of the preceding sentence results in two (2) or more employees having the same seniority, the employee whose name appears earlier on the Board's alphabetical listing of employees shall be deemed more senior.

Section 2

- A. Newly hired employees shall serve a probationary period of one hundred eighty (180) calendar days starting with the first day they actually work after being appointed, in writing, to a position within the bargaining unit. During the probationary period, an employee shall have no seniority rights and may be terminated at the Employer's discretion, and such termination shall not be the

subject of a grievance claim or any other protest under this Agreement by the employee or by the Union.

- B. An employee who has successfully completed the probationary period of employment shall thereafter become a regular employee and shall be credited with time worked during the probationary period for purposes of determining seniority.

Section 3

Upon the successful completion of the one hundred eighty (180) days probation, the employee's probationary period shall be considered completed and his/her seniority shall date back to original date of hire.

Section 4

An employee's seniority shall be lost if:

- (i) The bargaining unit member is discharged for just cause;
- (ii) The bargaining unit member quits without notice;
- (iii) The bargaining unit member fails to return to work within three (3) weeks after being notified or recalled;
- (iv) The bargaining unit member is laid off for more than twelve (12) months.

ARTICLE VIII **FILING OF VACANCIES**

Section 1

All vacancies that the Board intends to fill shall be posted for five (5) days, unless in the opinion of the Superintendent, a position must be immediately filled. In this case, the position(s) may be filled temporarily. Position vacancies shall be posted on the Board's website or publicly advertised.

Section 2

In filling these vacancies, the Superintendent shall give preferences to applicants who are currently employed within the bargaining unit, provided the applicant is qualified in accordance with the job description. Nothing contained herein shall require the Superintendent to fill vacancies or newly created positions with existing bargaining unit employees. In the event the Superintendent does not hire from the outside, he/she shall appoint a qualified applicant to fill the position, provided that, where two or more bargaining unit applicants for a position possess relative equal qualifications as determined by the Superintendent, preference shall be given to the most senior applicant.

Section 3

The bargaining unit President shall be notified in writing when new employees are hired into the bargaining unit.

ARTICLE IX **LAYOFF AND RECALL**

Section 1

In the event of layoffs, the Superintendent of Schools shall notify the Union and the impacted employee at least thirty (30) calendar days prior to the date of layoff.

Section 2

Layoffs shall take place within the four (4) classifications set forth below (classifications A, B, C and D are used as headers for the limited purpose of distinguishing the classifications) based upon qualifications, seniority, the needs of the student(s) and the employee's ability. Probationary employees shall be laid off first.

The four (4) paraeducators classifications are:

- A. Music;
- B. Health;
- C. Monitors (including Library paraeducators at the middle school and high school) and Transportation; and
- D. Special Education, Kindergarten and Classroom (including Library paraeducators at the elementary schools).

Section 3

Laid off employees shall have recall rights for a period of one (1) year. An employee who refuses recall rights shall lose said rights. Recall will be by inverse order of seniority within the classifications set forth under Article IX, Section 1 provided the employee is qualified and has the ability to fully perform the work available in accordance with Article IX, Section 2.

ARTICLE X
HOURS OF WORK, SCHEDULES AND OVERTIME

Section 1 Work Week – Full and Part Time

The normal work week will be within the hours of 7:00 a.m. to 4:00 p.m.

Section 2 Work Year

The normal work year will be the student school year (including make-up days) and three (3) professional development days. Professional development days will be scheduled on days and times determined by the Superintendent or his/her designee. Additionally, the subject(s) to be addressed on each professional development day shall be determined by the Superintendent or his/her designee.

Section 3

Full-Time

The normal work schedule shall be thirty (30) hours or more per week, Monday through Friday, with a one-half (½) hour unpaid duty free lunch. Hours worked outside of the normal work day or week requires approval of the Superintendent or his/her designee.

Part-Time

The normal work schedule shall be twenty to twenty-nine (20-29) hours per week, Monday through Friday. Hours worked outside of the normal day or week, require approval of the Superintendent or his/her designee.

Section 4

The Board reserves the right to change an employee's assignment and/or work schedule. However, for any long-term change in location during the school year, the Superintendent or Principal shall discuss said long-term change with the employee and the Union at least five (5) days in advance of the assignment. This clause shall not be interpreted to restrict the Board's right to temporarily change work schedules and assignments without notice. The Board shall notify the employees by August 15th of the building he/she shall be assigned to.

One and one-half (1½) times the employee's straight time hourly rate shall be paid for all time worked in excess of forty (40) hours per week.

Section 5

Except for field trips, one and one-half (1½) times the employee's straight time hourly rate shall be paid for hours worked on Saturdays, Sundays, and holidays.

Section 6

For unscheduled early dismissals or late openings, employees shall suffer no loss of pay. This section shall apply only to employees who are at work at the time of the early dismissal or arrive at the scheduled late opening time.

If school is cancelled and classes are not being conducted remotely, employees are not expected to report to work. No employee will receive pay for the cancelled day(s).

If school is cancelled and classes are being conducted remotely, those paraeducators either normally assigned to a classroom setting or a specific student(s) will be advised of their respective assignments for the day.

If an employee is not available to work remotely (if offered remote work by the Superintendent or his/her designee) or does not report to work on a remote day, the employee will not receive pay for the day.

ARTICLE XI **DISCIPLINE AND DISCHARGE**

Section 1

The Board may take disciplinary action against employees for just cause. Notice of written discipline, suspension or discharge must be in writing, with the reason stated, and a copy given to the employee and the Union at the time of said discipline.

Section 2

No employee shall be discharged or otherwise disciplined without just cause. All discipline shall be applied in a fair and equitable manner.

Section 3

Disciplinary actions issued to employees shall be accompanied with a Weingarten Rights reminder form to be signed by the employee and supervisor/manager and shall normally follow this order:

- (i) Verbal warning
- (ii) Written warning
- (iii) Suspension
- (iv) Discharge

The Board may take disciplinary action without the need for progressive discipline when an offense is of such a nature that warrants it.

The discharge of a probationary employee shall not be subject to the grievance procedure set forth under Article XII.

ARTICLE XII

GRIEVANCE PROCEDURE

Section 1

Definition: A grievance is hereby defined as the misapplication or misinterpretation of a specific section of the contract to a specific employee or group of employees. All grievances shall be in writing and shall be filed within ten (10) working days of the act or omission complained of. All grievances shall set out the specific section of the contract alleged to be misapplied or misinterpreted, the alleged harm or damage to the employee and the proposed resolution to the grievance on a form to be mutually developed between the parties.

STEP I

If an employee feels that he/she has a grievance, the matter shall first be discussed with the immediate Supervisor and the Principal if applicable, in an effort to informally resolve the grievance.

Step II

If the grievance is not settled in Step I, the aggrieved may, within ten (10) working days of filing the grievance, submit the written grievance described above, to the Superintendent of Schools. Within ten (10) working days of the receipt of such request, a conference with the aggrieved and/or his/her representative, the immediate Supervisor, the Principal if applicable, and/or the Business Director and the Superintendent of Schools shall take place.

If the matter is not resolved at this conference, the Superintendent shall, within ten (10) working days, give a written answer to the Union with copies for the aggrieved employee(s).

Step III

If the decision of the Superintendent at Step II is not accepted by the aggrieved, the aggrieved shall within five (5) working days make a written request for a meeting with the Board. Said meeting shall take place at the next practical scheduled meeting following the written request.

The decision shall be made by the Board of Education within fifteen (15) working days after the meeting and conveyed in writing by the Superintendent to the aggrieved employee(s), the Union, and the building Principal.

The Union shall have the right to request mediation of a grievance before the Connecticut State Board of Mediation and Arbitration within ten (10) working days of the decision or lack thereof by the Board of Education in step III. Such request shall be in writing and a copy submitted to the Superintendent simultaneously with the request of the state.

Step IV

If no settlement is affected within fifteen (15) working days of the answer at Step III, the Union may process any grievance to arbitration by submitting it to the Connecticut State Board of Mediation and Arbitration with a written copy to the other party. The applicable arbitration forum shall hear the grievance under its rules and regulations and its decision shall be final and binding upon the Employer, the employee(s) and the Union. All costs of filing for arbitration or the arbitration services shall be shared equally by the parties.

Time Limits

When the Employer fails to render a decision within the time limits specified in the grievance procedure, the Union may proceed to the next step of the grievance procedure.

Section 2

The arbitrator shall not have the power to alter, amend, add to or subtract from the provisions of this Agreement and it is understood that the arbitrator shall give the parties the specific benefits negotiated and no others.

Section 3

The time limits contained in this Article may be extended by mutual agreement of the parties in writing on a case-by-case basis.

Section 4

Up to two (2) bargaining unit members and the grievant shall be afforded the necessary time off without loss of pay for the grievance procedures.

ARTICLE XIII **HOLIDAYS**

Section 1

All full-time employees will be entitled to the following holidays with pay:

Columbus Day
Veteran's Day
Thanksgiving Day
The Day after Thanksgiving
Christmas Day

Martin Luther King Day
Memorial Day

Part-time employees shall be entitled to Thanksgiving and Christmas as paid Holidays.

Section 2

In the event that a holiday falls on a weekend, the preceding Friday for a Saturday holiday or the following Monday for a Sunday holiday, will be observed as the holiday.

ARTICLE XIV
SICK LEAVE

Section 1

Full-time employees shall receive twelve (12) sick days per year to a total maximum accumulation of one hundred twenty (120) days. Part-time employees shall receive (6) sick days per year to a total maximum accumulation of twenty (20) days.

Section 2

Three (3) family illness days per year (from the sick days set forth under Section 1 above) will be granted when an employee is precluded from reporting to work as a result of verifiable illness of a family member, which absence, at the Business Manager's discretion, may be required to be documented by a doctor's certificate. Such family illness days are non-cumulative from year to year.

Section 3

Sick leave may not be used to extend holidays or weekends. In the event a sick day is taken the day before and/or after the weekend and/or a holiday, the Business Manager (or his/her designee) may require any employee who has been advised by written notice (with a copy to the Union) that the Board believes the employee has exhibited either a pattern of abuse or a pattern of absenteeism to submit a note from the employee's treating physician substantiating the employee's inability to work on the day or days which he or she was absent.

Section 4

A note from the employee's treating physician substantiating illness and the ability to return to work may be required by the Business Manager (or his/her designee) in the event an absence exceeds three (3) working days.

ARTICLE XV
LEAVES OF ABSENCE

Section 1

Leaves of absence without pay for up to six (6) months may be granted by the Superintendent or his/her designee in cases of exceptional need for those employees who have acquired a minimum of one (1) year employment. Leaves shall not be granted for the purpose of obtaining gainful employment elsewhere. Leaves of absence shall be granted based upon the operational needs of the Board. Leaves of absence shall also conform to the regulations listed in the Family and Medical Leave Act of 1993.

An alleged violation of this provision of the Agreement shall not be subject to grievance and arbitration under Article XII.

ARTICLE XVI
BEREAVEMENT

Section 1

Each employee shall be entitled to a minimum bereavement leave of three (3) days with full pay for absence due to the death of a member of the employee's immediate family. An additional two (2) days will be allowed upon request to the employee's immediate supervisor if circumstances warrant, for extenuating circumstances.

Section 2

Immediate family shall be defined as spouse, civil union partner, children, mother, father, mother-in-law, stepmother, father-in-law, stepfather, daughter-in-law, son-in-law, grandparents, sister, brother, sister-in-law, brother-in-law, stepchildren, grandparent-in-law, grandchildren, or anyone domiciled in the employee's home.

Section 3

Additional time may be granted at the discretion of the Superintendent or his/her designee.

ARTICLE XVII
PERSONAL LEAVE

Section 1

Each full-time and regular part-time employee shall be entitled to two (2) days off per year for personal reasons. Effective July 1, 2023, each full-time and regular part-time employee shall be entitled to three (3) days off per year for personal reasons. Personal leave may not be accumulated. The following conditions apply:

- a) Paid personal leave may be granted only for personal reasons that cannot be attended to during non-working hours.
- b) A written request shall be presented to the Principal not less than forty-eight (48) hours in advance of the day requested, except in the case of emergencies.
- c) The Principal shall have the sole discretion to approve or disapprove the request.

ARTICLE XVIII **JURY DUTY**

Section 1

If an employee, covered by this Agreement, is called for jury duty, full salary less an amount equal to that received as juror shall be paid.

ARTICLE XIX **MILITARY LEAVE**

Section 1

Any employee called out to active duty shall be governed by the Uniform Services Employment and Reemployment Rights Act (USERRA) upon return from active duty. Any employee called to reserve training of two weeks or less shall be paid the regular salary less the amount they receive in military pay.

ARTICLE XX **WAGES**

Section 1

All wage rates shall be reduced to writing and attached to this Agreement as Appendix A.

Section 2

All bargaining unit employees shall be paid via direct deposit. Accordingly, all remuneration owed to employees shall be paid via direct deposit. Bargaining unit employees shall complete necessary documentation in order for the Board to implement direct deposit.

ARTICLE XXI INSURANCE

Section 1

All full-time employees who work thirty (30) hours or more per week and are employed by the Board shall receive benefits as described below or substantially equivalent coverage through an alternate carrier.

Section 2

The Board will provide a High Deductible Health Plan (HDHP) to full-time employees that elect to participate. The program shall be offered on a contract year basis (July 1st to June 30th) with open enrollment to be available in June.

The HDHP shall have a \$2,000.00 single and \$4,000.00 two-person/family deductible for in network services.

Once the deductible is met there shall be no coinsurance in network for covered services, except for prescriptions. Upon satisfaction of the HDHP deductible, prescriptions subject to a managed three tier drug rider with co-pays of \$10.00 Generic/\$25.00 Brand Name/\$40.00 Non Formulary Brand Name co-pay (unlimited maximum) (2x retail co-payment for 90-day supply).

- Does not cover bariatric procedures;
- Infertility benefits are subject to the state mandate limits;
- High-cost diagnostics: 0% after deductible (in-network). Prior authorization required.

Out of pocket maximum: in network \$4,000.00 for the individual and \$6,850.00 for the family.

Out of network medical services will be subject to an 80% plan/20% member coinsurance.

Out of pocket maximum: out of network \$4,000.00 for the individual and \$8,000.00 for the family.

Enrollees in the HDHP shall have a Health Savings Account (HSA) to defray deductible expenses.

- For the July 1, 2021 through June 30, 2022 contract year, the Board will contribute fifty percent (50%) of the applicable deductible amount into the employee's established Health Savings Account ("HSA").

For the July 1, 2021 through June 30, 2022 contract year, the Board's contribution toward the deductible will be deposited into the HSA accounts on or about July 1, 2021.

For those employees who remained on the PPO Plan through December 31, 2021, the Board's prorated contribution will be deposited in the HSA accounts on or about January 15, 2022.

- For the July 1, 2022 through June 30, 2023 contract year, the Board will contribute fifty percent (50%) of the applicable deductible amount into the employee's established Health Savings Account ("HSA").

For the July 1, 2022 through June 30, 2023 contract year, the Board's contribution toward the deductible will be deposited into the HSA accounts on or about July 1, 2022.

- For the July 1, 2023 through June 30, 2024 contract year, the Board will contribute fifty percent (50%) of the applicable deductible amount into the employee's established Health Savings Account ("HSA").

For the July 1, 2023 through June 30, 2024 contract year, the Board's contribution toward the deductible will be deposited into the HSA accounts on or about July 1, 2023.

The employee's contribution toward the deductible shall either be, at the employee's option, via payroll deduction or contributed directly by the employee in his/her HSA bank account.

A HSA is not health insurance, it is a bank account. The parties acknowledge that the Board's contribution toward funding the deductible is not an element of the underlying plan, but rather relates to the manner in which the deductible shall be funded for active employees.

The HDHP described above shall be the core insurance plan. For any eligible employee wishing to remain enrolled in the PPO plan through December 31, 2021, the Board will contribute toward the cost of that plan, an amount equal to the following: the dollar amount contributed by the Board toward the premium of the HDHP for the employee's coverage level (single, two-person or family coverage). Any employee enrolled in the PPO plan shall pay the full difference between the dollar amount contributed by the Board and the full cost of the PPO plan. Effective January 1, 2022, the PPO Plan will be eliminated for all employees.

PPO Plan Design

Office co-pay	\$30.00
Specialist co-pay	\$45.00

High Cost Diagnostic	\$50.00
ER co-pay	\$150.00
UC co-pay	\$75.00
Outpatient co-pay	\$500.00
Inpatient co-pay	\$500.00 (up to \$2,000.00 per stay)
Unlimited lifetime maximum	
Does not cover bariatric procedures	

Prescriptions

\$10/\$20/\$35 mail order 2x
\$500.00 calendar year maximum

Out of Network

Deductible	\$1,500.00/\$2,250.00/\$3,000.00
Co-insurance	30%
Out-of-pocket max	\$3,000.00/\$4,500.00/\$6,000.00
Unlimited lifetime maximum	

A health reimbursement account (“HRA”) will be offered to any eligible employee for health insurance who is not eligible for a HSA. The Board’s annual contribution toward the HRA shall be equal to the annual contribution toward the HSA (based upon the employee’s level of insurance (single, single + 1 or family)).

A new employee shall be eligible for coverage under the health and dental insurance plans offered by the Board effective on the first day of the month subsequent to the date that he/she commences work for the Board.

Additionally, an employee shall receive a prorated contribution toward his/her HSA, if the employee: (a) is hired by the Board after the commencement of the applicable plan year; or (b) he/she elects health insurance after the commencement of the plan year due to a change in status.

The prorated amount of the contribution shall be based on the first day that the employee is covered under the plan through June 30th of the applicable contract year.

Premium Share Contribution

HDHP

July 1, 2021 – June 30, 2022: sixteen percent (16%)
July 1, 2022 – June 30, 2023: seventeen percent (17%)
July 1, 2023 – June 30, 2024: eighteen percent (18%)

In the event that the Board's renewal rate from a contract year to the subsequent contract year increases by five percent (5%) or more, the parties agree that the Board may change or substitute insurance plans (or carriers) provided the level of benefits are substantially equivalent to or better than the existing plan. The "substantially equivalent to or better than" standard shall be applied on an overall plan benefit basis and shall not be benefit specific.

Section 3

The Board shall provide Blue Cross and Blue Shield Dental, with dental Rider A and Rider B.

Section 4

The Board shall provide life insurance of sixty thousand dollars (\$60,000.00) for each eligible employee; employees may buy up to a policy in the amount of one hundred thousand dollars (\$100,000.00) if it is allowed by the plan.

Section 5

Employees who are eligible for health and dental insurance benefits, may elect to waive all health and dental insurance benefits and receive an amount equal to forty percent (40%) of the cost of the premium for single coverage under the HDHP to a maximum of three thousand dollars (\$3,000.00).

Each employee who waives health insurance benefits must, on an annual basis, provide a signed, witnessed waiver form to the Board and written proof of health insurance coverage (including the period of coverage) under an insurance plan sponsored by an employer or entity that is not affiliated with the Board.

The waiver will be paid twice a year, on or about December 1st and on or about June 1st. These payments shall continue until such time as the employee's employment with the Board ends for any reason; until his/her election to waive health insurance benefits is revoked; or the employee is no longer covered by a health insurance plan sponsored by an employer or entity that is not affiliated with the Board. In the event that the employee re-enrolls for Board provided health insurance, the employee shall reimburse the Board a pro-rata portion of the money he/she received for waiving the insurance.

ARTICLE XXII **PENSION**

Section 1

Employees of the bargaining unit shall, during the term of this Agreement, be covered by the Town of Stonington Retirement Plan in accordance with its eligibility requirements and its terms.

Employees hired after July 1, 2014 shall be in the Town of Stonington's 401(a) Retirement Plan.

ARTICLE XXIII **PROFESSIONAL DEVELOPMENT**

Section 1

Any employee who attends work-related educational courses approved by the building principal shall be reimbursed reasonable and necessary expenses.

Section 2

If employees are required to attend Professional/Staff Development Days, they shall receive their regular rate of pay.

Section 3

The Board shall implement a Professional Growth Program to encourage continued and active participation in professional growth designed to improve service to the School District and the professional development of the employees. It is designed to provide continuous education and is intended to recognize an employee's voluntary effort to increase his/her general or specific value to the district as shown and defined in APPENDIX C.

ARTICLE XXIV **NO STRIKE/NO LOCKOUT**

Section 1

During the life of this Agreement, there shall be no strike, slowdown, suspension or stoppage of work in any part of the Board's operation by the employees of this bargaining unit.

Section 2

During the life of this Agreement, there shall be no lockout by the Board in any part of the Board's operation affecting employees within this bargaining unit.

Section 3

Both parties to this Agreement shall mutually endeavor to cooperate in the enforcement of safety rules and regulations.

ARTICLE XXV
SAVINGS CLAUSE

Section 1

If any Article or Section of the Agreement or any Appendices and Schedules thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and Appendices and Schedules shall not be affected thereby and the parties shall enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE XXVI
MANAGEMENT RIGHTS

Section 1

It is recognized that the management of the schools, the control of school property and the maintenance of order and efficiency is solely the responsibility of the Board. Accordingly, the Board retains the right, including, but not limited to, the selection and direction of the working forces, including the right to hire, suspend, discipline or discharge for just cause, to assign, promote or transfer, to determine the amount of overtime to be worked, to lay off employees because of lack of work, to decide the number and location of its facilities, stations and buildings, to determine the work to be performed within the bargaining unit, to determine maintenance and repair needs and requirements, to select, procure, design and control equipment and material, contract or otherwise, and to make reasonable rules which shall not be inconsistent with this Agreement. Except as these rights shall specifically limited elsewhere in this Agreement, they shall be reserved for the Board of Education and its authorized representative.

ARTICLE XXVII
LABOR MANAGEMENT MEETINGS

Section 1

The Board shall hold Labor/Management meetings at least two (2) times per year to discuss work related issues to facilitate communication and labor relations between the parties. The Union shall have no more than two (2) members present at the meetings that shall last no longer than two (2) hours. The Union President shall provide the Finance Manager a list of issues to be discussed one (1) week in advance of the meetings.

ARTICLE XXVIII
MISCELLANEOUS

Section 1

In the event of any illness or injury that results in a disability that has prevented the employee from performing the essential functions of the position (with or without a reasonable accommodation) for a period of twelve (12) months or longer from the date of injury or illness, the Board shall have the right to retire or discharge the employee.

ARTICLE XXIX
DURATION OF AGREEMENT

Section 1

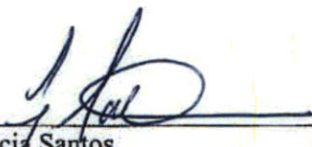
Except as provided herein, the provisions of this Agreement shall be effective as of July 1, 2021. It shall continue to remain in full-force and be in effect, up to and ending June 30, 2024 and from year to year thereafter, unless either party notifies the other no less than one hundred twenty (120) days from the expiration date that it wishes to modify or change this Agreement in any manner.

Section 2

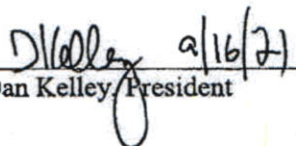
This Agreement shall remain in full force and effect during such negotiations in accordance with the provisions of the Municipal Employee Relations Act.

 9/16/21

Board of Education Date



Tricia Santos
Council 4, AFSCME Staff Representative

 9/16/21

Dan Kelley, President

**APPENDIX A
PARAEDUCATOR CONTRACT
Salary Schedules**

Step	July 1, 2021	July 1, 2022	July 1, 2023
1	\$15.72	\$16.03	\$16.35
2	\$16.09	\$16.41	\$16.74
3	\$16.44	\$16.77	\$17.11
4	\$16.83	\$17.17	\$17.51
5	\$17.17	\$17.51	\$17.86
6	\$17.56	\$17.92	\$18.27
7	\$17.97	\$18.33	\$18.70
8	\$18.38	\$18.75	\$19.12
9	\$18.85	\$19.23	\$19.71

Year 1 (July 1, 2021):

- Employees on current steps 1 and 2 of the July 1, 2020 through June 30, 2021 salary schedule whose date of hire is prior to August 31, 2016 move from current step 1 to new step 3 and current step 2 to new step 6 of the July 1, 2021 through June 30, 2022 salary schedule.
- Employees on step 1 of the July 1, 2020 through June 30, 2021 salary schedule whose date of hire is on or after August 31, 2016 move from current step 1 to new step 2 of the July 1, 2021 through June 30, 2022 salary schedule.
- Employees on current step 3 of the July 1, 2020 through June 30, 2021 salary schedule are placed on step 9 of the July 1, 2021 through June 30, 2022 salary schedule.

Year 2 (July 1, 2022):

- All employees not on the top step move up 1 step.

Year 3 (July 1, 2023):

- All employees not on the top step move up 1 step.

APPENDIX B
Health Insurance - Classified

	Effective
	2021-2022
	(through December 31, 2021)
Type of Plan	PPO
Referrals required	No
In Network	
Deductible	NA
Coinsurance	NA
Maximum	\$6,850/13,700
Preventive Care	No Charge
Mammography	No Charge
Office visit copay	\$30
Specialist visit co-pay	\$45
X-ray & Lab	No Charge
(standalone facility)	
High Cost Diagnostic	\$50
Vision Exam	\$30
Outpatient Rehab	\$30
Chiropractic	\$30
Therapy Services	\$30
<u>Infertility Services</u>	
Phase I	Covered
Phase II	Per state
Maximum	Mandate
Emergency Room copay	\$150
Urgent Care co-pay	\$75
Outpatient surgical co-pay	\$500
Inpatient co-pay	\$500 (up to \$2,000 per stay)
Lifetime Maximum	Unlimited
<u>Out of Network</u>	
Deductible	\$1,500/\$2,250/\$3,000
Coinsurance	30% after deductible
Out of Pocket Maximum	\$3,000/\$4,500/\$6,000
Lifetime Maximum	Unlimited
<u>Prescription Drugs</u>	
Generic	\$10
Listed Brand	\$20

Non Listed Brand	\$35
Mail Order	2x
Calendar Year Maximum	\$500

Health Insurance - Classified

	Effective 2021-2022
Type of Plan	HDHP w/HSA
Referrals required	No
In Network	
Deductible	\$2,000/\$4,000
Coinsurance	0% after deductible except Rx
Out of Pocket Maximum	\$4,000/\$6,850
Preventive Care	No Charge
Mammography	No Charge
Office visit copay	0% after deductible
Specialist visit copay	0% after deductible
X-ray & Lab (standalone facility)	0% after deductible
High Cost Diagnostic	0% after deductible
Vision Exam	0% after deductible
Outpatient Rehab	0% after deductible
Chiropractic	0% after deductible
Therapy Services	0% after deductible
<u>Infertility Services</u>	
Phase I	Covered
Phase II	Per state
Maximum	Mandate
Emergency Room copay	0% after deductible
Urgent Care copay	0% after deductible
Outpatient surgical co-pay	0% after deductible
Inpatient copay	0% after deductible
Lifetime Maximum	Unlimited
<u>Out of Network</u>	
Deductible	\$2,000/\$4,000
Coinsurance	20% after deductible
Out of Pocket Maximum	\$4,000/\$8,000
Lifetime Maximum	Unlimited
<u>Prescription Drugs</u>	
Generic	\$10 after deductible
Listed Brand	\$25 after deductible
Non Listed Brand	\$40 after deductible
Mail Order	2x after deductible
Calendar Year Maximum	Unlimited

Appendix C

Professional Growth Program

Stonington Public School District encourages continued and active participation on the part of classified employees in professional growth activities designed to improve service to the district and the professional development of the employee.

Professional growth is the continuous, purposeful engagement in study and related activities to retain and extend high standards of performance by classifies employees.

The Professional Growth and Reimbursement Program is designed to provide an opportunity for professional and personal growth for classified employees through continuing education. It is intended to recognize an employee's voluntary effort to increase his/her general or specific value to the District by participating in continued education specifically related to the employee's duties, responsibilities and professional growth as an employee of the District.

Eligibility

All bargaining unit employees who have been employed for a minimum of one (1) continuous year qualify for participation in the Professional Growth and Reimbursement Program. Individuals on leave are not eligible to participate during the leave period.

If the district gives release time to an employee or pays for any fees in conjunction with a training program, such program will not qualify for professional growth credit or reimbursement. Any continuing education that the employee is seeking Professional Growth credit or reimbursement must be during non-work hours.

Professional Growth and Reimbursement Committee

A committee composed of one (1) District Representative and one (1) Union Representative will be established. The duties of the committee are as follows:

- 1) Determine if continued education is specifically related to the employee's duties responsibilities and professional growth as an employee of the District.
- 2) If, so, evaluate all activities for professional growth credit or reimbursement and approve or deny all applications by a unanimous vote of the committee (if the vote is not unanimous, the application shall be deemed denied).
- 3) Recommend additional or revised procedures as necessary.
- 4) Schedule meetings as needed to evaluated applications.

Procedure

An eligible employee requesting Professional Growth credit or reimbursement shall submit a request to the Professional Growth Committee on a form developed by the Committee at least thirty (30) calendar days prior to the commencement of the class or professional growth activity. As part of the submission, the employee must signify if he/she is seeking credit toward a Professional Growth award, reimbursement for a course or both.

The Committee will decide within fifteen (15) calendar days of the date of submission if it recommends approval of the course for points, reimbursement or both. If the Committee unanimously approves the request, their decision will be submitted to the Superintendent to determine if he/she approves. Within fifteen (15) calendar days of receipt of the Committee's submission, the Superintendent will advise the employee if he/she approves. If the Superintendent does not approve, his/her decision shall not be subject to the grievance and arbitration procedure.

Except as set forth below, if an employee is seeking reimbursement, the employee will receive reimbursement within thirty (30) calendar days of proof of payment and approval by the Superintendent, if he/she is eligible for reimbursement under the Criteria for Professional Growth Award and Reimbursement.

Except as set forth below, if an employee is seeking points, the employee will receive his/her award within thirty (30) calendar days of achieving ten (10) points if he/she is eligible for an award under the Criteria for Professional Growth Award and Reimbursement.

Employees are eligible for reimbursement and an award in the same contract year, provided, the aggregate amount is in accordance with the Criteria for Professional Growth Award and Reimbursement set forth below.

Upon completion of the course or activity, it shall be the employee's responsibility to file a grade card, transcript or other acceptable proof of completion with the Professional Growth and Reimbursement Committee within the timelines established by the Committee.

Professional Growth Points

Professional growth points shall be earned by employee participation in off-duty activities of a professional growth nature in continued education specifically related to the employee's duties, responsibilities and professional growth as an employee of the District (as determined by the committee) on the following basis:

1. One (1) professional growth point per semester unit of course work at a junior college, community college, college or university. Quarter units will convert to

semester units on a 2/3 basis. Employees must earn a minimum grade of "B", a "pass" for pass/fail courses or CEU credit to earn professional growth points.

2. One (1) professional growth point per twenty (20) hours participation in district, county, or state in-service training programs, adult education courses, or seminars/conferences/lectures or other approved educational programs.

The Superintendent or his/her designee will maintain an up to date list of professional growth points earned by each employee and shall provide a copy of the list to the Union upon request.

Criteria for Professional Growth Award and Reimbursement

Eligible employees may be reimbursed for up to one thousand dollars (\$1,000.00) in a contract year, provided, the aggregate total for awards and reimbursements for the entire bargaining group shall not exceed two thousand dollars (\$2,000.00) in a contract year (and the aggregate sum for an eligible employee is one thousand five hundred dollars (\$1,500.00) comprised of a maximum one thousand dollar (\$1,000.00) reimbursement and a five hundred dollar (\$500.00) award).

Eligible employees who have earned ten (10) approved points shall receive a professional growth award of five hundred dollars (\$500.00) provided, the aggregate total for awards and reimbursements for the entire bargaining group shall not exceed two thousand dollars (\$2,000.00) in a contract year. Consequently, the maximum total number of awards and reimbursements available in each contract year shall be four (4) (with a maximum of two thousand dollars (\$2,000.00) in reimbursements and awards for the entire bargaining unit).

No employee may receive more than one (1) award in a contract year. If more than an aggregate of four (4) awards and approved reimbursement requests are submitted in the same contract year, the additional awards/reimbursements beyond four (4) (or beyond the two thousand dollars (\$2,000.00) maximum for the entire bargaining group) shall be carried forward to the next contract year and be given priority for payment as part of the maximum of four (4) awards/reimbursements/\$2,000.00 for such contract year.

An employee may receive only one (1) award per year. Unused points shall be carried forward to the next year.