

COLLECTIVE BARGAINING AGREEMENT

By and Between

New Milford Board of Education

and the



**UNITED PUBLIC SERVICE EMPLOYEES UNION
Local 424 - Unit 107**

New Milford BOE Paraeducators

July 1, 2019 through June 30, 2021

TABLE OF CONTENTS

	PAGE
PREAMBLE	1
ARTICLE I RECOGNITION	
1.1 Bargaining Unit	1
1.2 Definitions	1
ARTICLE II NEGOTIATIONS	
2.1 No Strike/No Lockout	1
2.2 Scope of the Agreement	1
ARTICLE III GRIEVANCE PROCEDURE	
3.1 Definitions	2
3.2 Purposes	2
3.3 Time Limits	2
3.4 Grievance Procedure	2
3.5 Miscellaneous	4
ARTICLE IV EMPLOYMENT PRACTICES	
4.1 Conditions of Employment	5
4.2 Work Schedules	6
4.3 School Closing	8
4.4 Assignment	8
4.5 Seniority	9
4.6 Layoff and Recall	9
4.7 Dismissal/Discipline	10
4.8 Transfers	11
4.9 Evaluations	12
4.10 Personnel Record	12
4.11 Professional Dress	13
ARTICLE V COMPENSATION	
5.1 Wages	13
5.2 Rate of Pay	14
5.3 Wage Payments	14
5.4 Longevity	14
5.5 Substitute Teacher Pay	14
5.6 Pensions	15
5.7 Field Trips	15
5.8 Workshops/Seminars	15
5.9 Compensatory Time Off	15

		PAGE
ARTICLE VI	APPROVED ABSENCES	
	6.1 Sick Leave	15
	6.2 Personal Days	16
	6.3 Temporary Disability Leave	16
	6.4 Funeral Leave	17
	6.5 Leaves Without Pay	17
	6.6 Jury Duty	17
	6.7 Child Rearing Leave	18
	6.8 Other Leaves	18
ARTICLE VII	UNION RIGHTS	
	7.1 Union Security	19
	7.2 Union Meeting on School Property	19
	7.3 Membership List	19
	7.4 Paid Time for Union Activities	20
ARTICLE VIII	INSURANCE BENEFITS	
	8.1 Workers' Compensation	20
	8.2 Employee Protection	20
	8.3 Health Insurance (Full-Time Employees Only)	20
	8.4 Long Term Disability Insurance (Full-Time Employees Only)	21
	8.5 Life Insurance (Full-Time Employees Only)	22
ARTICLE IX	SAVINGS CLAUSE	22
ARTICLE X	MANAGEMENT RIGHTS	22
ARTICLE XI	DURATION	22
	APPENDIX – A WAGE SCHEDULE	24
	APPENDIX – B PERFORMANCE EVALUATION	25
	APPENDIX – C GROUP HEALTH INSURANCE SPP2.0 EFFECTIVE JULY 1, 2019	30

PREAMBLE

This Agreement is by and between the New Milford Board of Education hereinafter referred to as the "Board" and the United Public Service Employees Union (UPSEU) representing the New Milford Paraeducators hereinafter referred to as the "Union".

The Union and Board enter into this Agreement for the purpose of contributing to the efficient operation of the school system; establishing salaries, benefits, and certain working conditions allowed by law for the employees covered by this Agreement; and to provide for a mutually satisfactory settlement of grievances.

ARTICLE I RECOGNITION

Section 1.1 Bargaining Unit

The Board recognizes the Union, United Public Service Employees Union (UPSEU), for purposes of negotiation, as the exclusive representative of a unit consisting of all the full and part-time employees of the Board employed as paraeducators in the public school system of New Milford, for the purposes of, and with all the rights and privileges as provided by Section 7-467 et seq. of the Connecticut General Statutes.

Section 1.2 Definitions

- A. "Full time employee" means any employee who is regularly scheduled to work five (5) or more hours per day and twenty-five (25) or more hours per week.
- B. "Part-time employee" means any employee who is regularly scheduled to work less than five (5) hours per day and less than twenty-five (25) hours per week.

ARTICLE II NEGOTIATIONS

Section 2.1 No Strike / No Lockout

Pursuant to Connecticut General Statute Section 7-467 employees included in this Agreement shall not hinder the Board's operation by strike or withholding of services and the Board shall not pursue lock-out tactics in any part of its operations.

Section 2.2 Scope of the Agreement

Any benefit enjoyed by Union members prior to this Agreement which has not been superseded by provisions of this Agreement shall continue in effect.

ARTICLE III

GRIEVANCE PROCEDURE

Section 3.1 Definitions

- A. For the purpose of this Agreement, a "grievance" shall mean any complaint between the Board and an employee, group of employees, or the Union involving the interpretation and/or application of a specific provision(s) of this Agreement.
- B. The term "days" means working school days.
- C. As used in this Agreement, the term "grievant" shall mean any employee or group of employees covered by this Agreement, or the Union.
- D. For the purposes of this Agreement, responses by Board representatives including immediate supervisors and the Superintendent in all steps of the Grievance Procedure shall be given to the grievant in writing with a copy to the Union.

Section 3.2 Purposes

- A. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may arise between the grievant and the Board.
- B. Both parties agree these proceedings shall be kept as confidential as may be appropriate at any level of the procedure.

Section 3.3 Time Limits

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. If the grievant fails to comply with the time lines of this Article, the grievance shall be considered waived. If the Board of Education fails to meet any time limits at any level in this Article, the Union may submit the grievance to the next level of the Grievance Procedure.

Section 3.4 Grievance Procedure

The grievant may be represented by the Union at any and every stage of the formal grievance procedure. If, in the judgment of the Union, a grievance affects the bargaining unit as a whole, or any group or class within the unit, the President of the Union may submit such grievance in writing directly to the Superintendent (Level Two).

A. Level One – School Principal

1. If the grievant is not satisfied with the disposition of the problem through informal procedures, he/she may submit his/her claim as a formal grievance in writing to his/her principal. Such claim shall be submitted within fourteen (14) days of the event giving rise to the grievance or when the employee should have been aware of the event. The written grievance shall contain a statement of the facts upon which the grievance is based and the sections of the Agreement allegedly violated.
2. The principal shall within ten (10) days render a decision and the reasons therefore in writing to the grievant, with a copy to the Union.

B. Level Two – Superintendent of Schools

1. If the grievant is not satisfied with the disposition of the grievance at Level One, or in the event that no decision has been rendered within ten (10) days after presentation of the grievance, the grievant may file a grievance in writing to the Superintendent of Schools within five (5) days after the decision at Level One or within fifteen (15) days after the grievance was presented, whichever is sooner.
2. The Superintendent of Schools shall represent the administration/management at this level. Within ten (10) days after receipt of the written grievance by the Superintendent, the Superintendent shall meet with the grievant to resolve it. The grievant may be accompanied by a representative of the Union. The Superintendent shall within ten (10) days of the meeting render a decision in writing to the grievant with a copy to the Union.

C. Level Three – Board of Education

1. If the grievant is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) days after he/she has first met with the Superintendent, he/she may file a written grievance with the Board of Education within five (5) days after a decision by the Superintendent or fifteen (15) days after he/she first met with the Superintendent, whichever is sooner.
2. Within thirty (30) days after receiving the written grievance, the Board or a panel of three members of the Board, to be selected by the Chairman of the Board, shall meet with the grievant and with representatives of the Union for the purpose of resolving the grievance. The decision of the Board shall be rendered in writing within ten (10) days after the meeting with a copy sent to the grievant and the Union in a timely manner.

D. Level Four – Impartial Arbitration

1. If the grievant and the Union are not satisfied with the disposition of the grievance at Level Three, or in the event no decision has been rendered within ten (10) days after he/she has first met with the Board or Board Panel, the Union may submit the grievance to arbitration within sixteen (16) days after receipt of the Board's response or within twenty-six (26) days after the meeting with the Board or Board Panel, if there is no response.
2. In accordance with the arbitration agency rules and regulations, the Union may appeal the decision of the Board to the State Board of Mediation and Arbitration except, when the grievance challenges an employee termination, the Union's appeal shall be to the American Arbitration Association. The arbitration decision shall be final and binding. The arbitrator shall have no authority to modify, delete, or add to the language of the Agreement. Bargaining unit employees cannot invoke arbitration without the approval of the Union. Costs for arbitration hearings and the services of the arbitrator(s) shall be borne equally by the Board and the Union.

Section 3.5 Miscellaneous

- A. Union representatives, the grievant, and witnesses shall be given time during working hours, with the approval of the school principal, to attend grievance meetings if such meetings are held during working hours.
- B. Grievances and responses to grievances shall be filed separately from the personnel files of the grievant.
- C. This does not preclude the Board from placing memoranda or similar material that are disciplinary in nature in the individual paraeducator's file. The paraeducator will receive a copy of any such correspondence prior to placement in the employee's file. If such disciplinary matter is the subject of a grievance and the grievance is decided in favor of the grievant, it shall be removed from the file. All detrimental items pertaining to the grievance shall be removed from the individual paraeducator's file and written notice of such removal given to the Unit President, Union Representative and the paraeducator.
- D. The Board of Education agrees to provide any and all job descriptions to a paraeducator upon request. In addition, the Board of Education agrees to post all job descriptions on the District website. If the Union finds that a paraeducator job description is not properly posted on the District's website it shall give the Board notice of the same and the Board shall then have ten school days to ensure that the job description is properly posted.

ARTICLE IV
EMPLOYMENT PRACTICES

Section 4.1 Conditions of Employment

A. Non-Discrimination

Neither the Board nor the Union shall discriminate against any employee because of membership or non-membership in the Union. This provision shall not be subject to the Grievance Procedure of the Agreement.

B. Appointments to New Positions

1. Notices of Vacancies and/or New Positions

- a) Notices of vacancies and/or new positions in the bargaining unit shall be posted in all schools for four (4) working days, and mailed to any paraeducator with recall rights. All vacancies and/or positions shall be posted or e-mailed to the paraeducator's school e-mail account where required four (4) working days prior to any public announcement of the new position. The Unit President and the building representative will be sent an electronic copy of all postings in a timely manner.
- b) Vacancies that occur after the school year begins may be filled on a temporary basis until the end of that school year or a maximum of sixty (60) full school days at the discretion of the Administration, when the position relates to a student with special needs. Employees who wish to transfer and are selected for said position will begin the new job no later than the beginning of the next school year except when the vacancy occurs on or after April 1. When the position is that of an instructional paraeducator, or nurse paraeducator, who does not relate to a student with Special needs for any portion of his/her work day, it may be filled on a temporary basis for a maximum of sixty (60) calendar days.

2. Current paraeducators shall have the first opportunity to apply for and fill vacancies prior to the consideration of any applicant not currently an employee of the Board. The Board shall take into account these qualifications when considering employees for open positions:

- Employee's continuous length of service in the bargaining unit;
- Job performance;
- Work history and education;
- Special skills and training; and
- Ability to meet the requirements of the job.

The most qualified employee shall be appointed to the position. When more than one employee is most qualified and equal, then the employee with the most service as a paraeducator shall be selected for the position.

C. Probationary Period

1. A newly appointed employee shall serve a 75 days-worked probationary period. During that time, the employee may be discharged without recourse to the grievance procedure, with the exception of grievances limited to claimed violations of Article IV, Section 4.1 A of the Agreement.
2. All benefits and contractual rights under this agreement shall begin after the initial 30 calendar days of employment unless otherwise indicated in this Agreement.
3. Seniority shall accrue from the date of hire if the probationary period is successfully completed.

D. Elementary and Secondary Education Act Requirements

1. Paraeducators must meet the qualification requirements defined by the State of Connecticut pursuant to the Elementary and Secondary Education Act ("ESEA") as reauthorized by the Every Student Succeeds Act, Public Law 114-95, 20 U.S.C. Section 6301, et seq. ("ESSA") as a condition of continued employment with the Board. The parties agree that, in the event the ESEA or ESSA law is modified and any revisions to the law substantially impact provisions of this Agreement, the parties will meet informally to discuss that impact.
2. Notwithstanding any other provision of this Agreement to the contrary, the board shall have the right to transfer, layoff or otherwise affect the employment status of paraeducators at the Board's total discretion to ensure compliance with the ESEA or ESSA.

Section 4.2 Work Schedules

A. Work Year

The work year shall consist of the number of days in the school year. The Board of Education reserves its right to change the work year for paraeducators, as long as paraeducators have, at a minimum a total of two days prior to the start of the student's school year.

B. Work Week

The work week shall coincide with the school calendar. On parent/teacher conference days, paraeducators shall work their regular work day except where a deviation from the regular work day is assigned by a Central Office Administrator. Paraeducators will not lose hours of work as a result of this provision.

C. Work Day

Full time paraeducators with a work day of five (5) hours or more shall have a thirty (30) minute duty-free paid lunch period and two ten (10) minute breaks per day. Paraeducators will be afforded the opportunity to start their 30 minute lunch period within five (5) hours of the start of their work day. If the full lunch period is not able to be taken, the remaining time may be used as break time. However, if the paraeducator is not able to take a lunch break due to an unexpected circumstance she or he will inform the appropriate administrator or designee that a later lunch will be taken.

D. Holidays

1. (a) Full time employees will be entitled to payment at their current salary rate for eight (8) holidays during the school year. Those holidays will be as follows:

Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Day before Christmas
Christmas Day
New Year's Day
Memorial Day

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- (b) Effective July 1, 2017, Full time employees will be entitled to payment at their current salary rate for nine (9) holidays during the school year. Those holidays will be as follows:

Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Day before Christmas
Christmas Day
Day after Christmas
New Year's Day
Memorial Day

2. To be eligible for holiday pay, the employee must work the last scheduled day immediately preceding the holiday and the first scheduled work day following the holiday unless he/she is absent on such days because of illness or some compelling reason acceptable to the Superintendent or designee.
3. If a holiday should fall on a Saturday, it shall be observed the preceding Friday, and if a holiday falls on a Sunday, it shall be observed on the succeeding Monday. However, employees will not take holidays on any day when school is in session. Instead the employee shall be entitled to a compensatory day, to be scheduled by mutual agreement between the employee, his or her building principal, and the Superintendent or designee.

Section 4.3 School Closing

If school is in session and opens late or is dismissed early for storm or emergency reasons, paraeducators may be dismissed at the Superintendent's discretion, with pay.

Section 4.4 Assignment

- A. Every effort will be made, where possible, to notify paraeducators already employed in the school system of confirmation or modification of their assignment for the ensuing year by August 15th. (e.g. instructional, special education, or nurse paraeducator).
- B. Any new job assignment affecting this bargaining unit that may be established by the Board of Education will be added to this Agreement and incorporated into the schedule of compensation, only after notifying the Paraeducator's Union and prior to job posting.
- C. Paraeducators hired before January 1, 1998 shall not be required to perform student diapering and toileting tasks. All paraeducators may be required to relieve or substitute for student care workers on a temporary basis when no other coverage is available from EdAdvance or other contracted agency. However, the paraeducators hired before January 1, 1998 will not be required to perform the student diapering and toileting tasks while substituting for a student care worker.

Section 4.5 Seniority

- A. Seniority shall be defined as an employee's continuous length of service in the bargaining unit. In the event that a part-time employee becomes a full-time employee without a break in service, one-half of the employee's part-time service shall be credited towards full-time seniority. Such credited part-time service may not be exercised to bump another full-time employee until completion of sixty (60) days of full-time service.
- B. Continuity of employment will not be considered broken by an approved leave.
- C. Employees, affected by layoff, shall retain their seniority to the date of layoff and begin accruing seniority from the date of recall.
- D. In the event more than one employee begins work on the same day, the Superintendent or designee shall determine seniority rank based on the best interests of the school district at the time of layoff or involuntary transfer for which the seniority list is used.

Section 4.6 Layoff and Recall

- A. In the event it is necessary to reduce the number of positions in the bargaining unit, the Unit President will be provided with a list of name(s) of employee(s) in the bargaining unit whose position(s) will be eliminated. Each affected employee shall receive written notice of the position elimination, with a copy to the Unit President. Said notice shall be hand delivered with an acknowledgement of receipt or sent by certified mail, return receipt requested. The Board will make every attempt to give employees at least two (2) weeks' notice prior to layoff.
- B. Employees will not be laid off before all temporary or probationary employees and long-term substitutes have been affected. Layoffs shall be within classification by inverse order of seniority.
- C. Any employee laid off as a result of a position being eliminated, within seven (7) days after the employee's notification, shall have the right (a) to claim a new or vacant bargaining unit position for which he/she is qualified or (b) if qualified, to claim the position held by the least senior employee working the same work schedule. For the purposes of layoff and recall, two work schedules shall be recognized: full-time and part-time. If an employee in a full-time position has insufficient seniority to retain a full-time position, said employee, if qualified, may exercise his/her seniority rights to claim the position held by the least senior employee in a part-time position. Qualifications of an employee to perform the work of a position shall be determined by the principal or his/her designee. No employee shall be denied a position if there is a less senior employee with the same work schedule unless the employee is judged unqualified by the principal or his/her designee for the new position. In lieu of bumping a less senior

employee, the employee may elect to take the layoff and, in such event, will be placed on a recall list.

- D. An employee who bumps into another position shall be paid at the same rate that the employee was paid in the position from which the employee was displaced.
- E. Each laid off employee and each employee who has elected to bump into another position, shall have recall rights for a period equal to their respective period of employment, up to a maximum of twenty-four (24) months from the date of layoff or for the employee's length of service if less than twenty-four (24) months. The Union shall be provided with a copy of the recall list. An updated list shall be provided as changes occur. Employees laid off from full-time positions shall have a right of recall to full-time or part-time bargaining unit positions for which they are qualified. Employees laid off from full-time positions who are working in part-time positions shall have a right of recall to full-time bargaining unit positions for which they are qualified. Employees laid off from part-time positions shall have a right of recall to part-time bargaining unit positions. The Board shall fill each vacancy with a qualified person from the recall list in the order of seniority. Any person on the recall list who fails to respond to written notice (via certified mail) of recall within five (5) days of receipt of such notice or who refuses recall to a vacant position for which she/he is qualified shall lose further recall rights and shall be removed from the recall list, except that any employee laid off from a full-time position who refuses recall to a part-time position shall lose recall rights to a part-time position but shall retain recall rights to a full-time position. No new employee shall be hired into the bargaining unit until all those on the recall list judged qualified to do the work have been recalled.
- F. Recalled employees shall be paid at the rate they held on their date of layoff, provided that any intervening scheduled general wage increases shall be applied.
- G. Accumulated sick leave benefits and other benefits shall be restored to an employee upon recall. In the event that an employee is laid off and recalled in the same school year, any personal leave time remaining at the time of layoff will be restored upon recall.

Section 4.7 Dismissal/Discipline

- A. Written warning notices, suspensions without pay, and discharges shall be for just cause only. Both the employee and the Union shall be informed verbally by the Superintendent or his/her designee of such written warning notice, suspension without pay or discharge normally within twenty-four (24) hours following such action. Such disciplinary action (written warning notices, suspensions without pay or discharges) and the specific reasons for them shall be stated in writing and a copy forwarded to the employee and the Union as soon

as practical and normally no later than two (2) working days after such disciplinary action.

- B. At the request of either the Union or the Board, grievances arising from disciplinary action (written warning notices, suspensions without pay or discharges) shall be given priority over all other grievances being processed.
- C. Disputes over disciplinary notices received by employees may be submitted to the Step of the Grievance Procedure immediately above the Step occupied by the Board official who issued the discipline and shall thereafter be adjusted as a grievance in accordance with the terms of the Grievance Procedure.
- D. The Board agrees that the employee shall be notified if anything detrimental to the employee is placed in the employee's personnel file.
- E. In the event any scheduled or unscheduled meeting that may lead to disciplinary action is held between an employee and a principal or his/her designee, said employee shall have the right to have a Union representative present at such a meeting. The employee must be informed of this fact prior to proceeding with any such meeting by the principal or his/her designee or Board representative. This shall not apply in those instances when a principal or his/her designee conducts an annual or routine discussion with the employee relative to said employee's work performance. At no time shall an employee be required to sign a written statement or form critical of his/her work performance or conduct or attitude without said employee's consent and without a Union representative present.
- F. If the Board intends to dismiss an employee after the probationary period (Section 4.1, C.1), that employee shall be given a written, two (2) weeks' notice of the termination, or two (2) weeks separation pay based upon the employee's current salary except in cases of employee misconduct.

Section 4.8 Transfers

A. Voluntary Transfers

- 1. Employees who wish to transfer to another school or assignment shall submit a written request to the Superintendent no later than May 1 of the current year.

B. Involuntary Transfers

- 1. Involuntary transfers to vacant positions shall be made only after the vacancy has been posted in all schools for five (5) working days. In the event that no one expresses interest in the posted vacancy, the involuntary transfer shall be made in accordance with seniority,

qualifications, past performance and the interests of the students. The Superintendent or his/her designee shall be the judge of whether the paraeducator is qualified. Involuntary transfers shall be made only after written notice to the Union President and discussion of the impact of the transfer with the Union President, the affected paraeducator, and the Superintendent or his/her designee, wherein the paraeducator shall be informed of the reason for the transfer and the starting date. Such transfers shall not be unreasonably applied, and the involuntarily transferred employee will not be adversely affected concerning hours of work, wages, or other monetary benefits granted under this Agreement.

2. Whenever a vacancy occurs in a position from which a paraeducator has been involuntarily transferred and the vacancy occurs within 18 months of the date of transfer, that employee shall have the first opportunity to request a transfer back to that position. The employee transferred as a result of a budgetary reduction in positions will be returned to his/her original position if the position is reestablished or becomes vacant within 18 months of the date of transfer.
3. Involuntary transfers resulting from disciplinary actions shall be made only after a formal meeting between the paraeducator, his/her Union representative, and the Superintendent or his/her designee, wherein the paraeducator shall be informed of the reason for the transfer. Such transfers shall not be unreasonably applied. All involuntary transfers resulting from disciplinary actions shall be subject to the grievance procedure.

Section 4.9 Evaluations

The Union and the Board have mutually agreed upon performance standards for employees. The evaluation form for employees is incorporated in this Agreement as Appendix B and will be the form that is used district wide. The parties agree that the performance evaluation system will not be used as a vehicle for punishing or harassing employees, but will be used to fairly and objectively assess employees' performance as paraeducators. The parties further agree that it is in the best interests of the employee and the employer alike to keep the employees informed of any performance problem as it occurs. Open communication between the evaluator and the employee is encouraged. Employees will be evaluated annually, generally in March. Evaluations will be conducted by the Principal or his/her designee; such as the Assistant Principal or Department Chairs.

Section 4.10 Personnel Record

- A. An employee desiring to review his/her official personnel folder shall be permitted to do so by making an appointment through his/her immediate supervisor with the Superintendent or the Superintendent's designated representative.

- B. The employee shall be afforded the opportunity to attach any statements he/she wishes to make about unfavorable information contained in the employee's personnel folder.
- C. The employee may request a copy of his/her entire personnel file at no cost to the employee.

Section 4.11 Professional Dress

Paraeducators shall dress professionally and in a way that provides a positive role model to students. Clothing should be appropriate to the assignment of the employee. For example:

- A reasonable length skirt (not a mini-skirt) or trousers, pants or jeans combined with a top for female paraeducators;
- A combination of collared shirt, trousers, pants or jeans for male paraeducators.

Unacceptable dress includes but is not limited to:

- Rumpled or noticeably ripped clothing;
- Miniskirts;
- Underwear as outerwear;
- Inappropriately revealing attire, such as bare midriffs;
- Flip-flops, or other unsafe or inappropriate footwear;
- Shorts;
- T-shirts (with logo or advertising, etc.).

Reasonable exceptions for field trips or field days will be considered by the superintendent or designee. For example:

- Reasonable attire for field trips and field days that require paraeducators to participate in outdoor activities may include walking shorts, cropped pants, sports shirts without advertising, polo shirts, and relaxed fabric pants such as jeans.

Inappropriate dress may subject a paraeducator to counseling and/or discipline by administrators.

ARTICLE V COMPENSATION

Section 5.1 Wages

The wage schedule for all positions covered by this Agreement is set forth in Appendix A attached hereto and made part of this Agreement.

Section 5.2 Rate of Pay

- A. A working year is defined as one in which wages or a combination of wages and accumulated sick leave were paid for ninety (90) days or more in the school year.
- B. Newly hired employees shall be paid the hire rate.
- C. Overtime Pay. Hours worked by full time paraeducators in excess of eight (8) hours per day shall be compensated at the rate of time and one-half in pay.

Section 5.3 Wage Payments

- A. Paraeducators shall have the following options related to the method of salary payment each year.
 - 1. Twenty-one (21) equal paychecks.
 - 2. Twenty-five (25) equal paychecks, the last four to be given to employees on the last day of school.
- B. Each paraeducator shall indicate his/her choice of payment option not later than August 15 of each fiscal year on forms to be provided by the Business Office.
- C. Effective July 1, 2017 all Paraeducators shall be paid via direct deposit.

Section 5.4 Longevity

The benefits set forth in this section are only available to employees hired on or before July 1, 2014.

The Board will compensate paraeducators for extended service with payments as listed below, immediately following the anniversary date of employment:

	<u>Effective July 1, 2004</u>
10 – 14 years	\$350.00 annually
15 – 19 years	\$400.00 annually
20 or more years	\$450.00 annually

Section 5.5 Substitute Teacher Pay

A paraeducator who serves as a substitute teacher during the work day shall be paid on the prevailing substitute teacher hourly pay rate, or at their own rate of pay, whichever is the higher amount.

Section 5.6 Pensions

"The Pension Plan for Employees of the Town of New Milford, Connecticut" which became effective July 1, 1964, and as amended by the Town of New Milford from time to time, shall be provided for all employees who are entitled to be included under said plan. Employees shall receive a pension information packet upon hire. This Article is included for informational purposes only and this benefit is not subject to the grievance procedure.

Section 5.7 Field Trips

Paraeducators assigned by the principal or his/her designee to accompany students on a field trip shall be paid at their regular hourly rate. Hours exceeding their normal work day shall also be compensated at the regular hourly rate of pay or in accordance with Article V, Section 5.2. D.

Section 5.8 Workshops/Seminars

Paraeducators shall successfully complete training and workshops/seminars as directed by building principals and/or Central Office Administrators. In the event the paraeducator has been directed by the building principal and/or Assistant Superintendent to attend a job-related workshop/seminar, he/she shall be compensated at their regular hourly rate or in accordance with Article V, Section 5.2 C. Attendance at approved workshops and/or seminars on non-working days shall be recognized in writing and shall be compensated at the regular hourly rate or in accordance with Article V, Section 5.2 C.

Section 5.9 Compensatory Time Off

Compensatory time off in lieu of overtime pay shall not be permitted.

ARTICLE VI **APPROVED ABSENCES**

Section 6.1 Sick Leave

- A. Employees shall accrue paid sick leave monthly during the ten (10) months of the school year, commencing upon completion of the probationary period. If the probationary period ends after the fifteenth day of the month, no sick leave shall be awarded for that month. The rate of accrual shall be as follows:
 - 1. For employees hired before July 1, 2004, one and one-half (1 ½) days per month cumulative to fifteen (15) days per year and to a maximum total of one hundred twenty (120) days;

2. For employees hired on or after July 1, 2004, one (1) day per month cumulative to ten (10) days per year and to a maximum total of ninety (90) days;
 3. For employees who work less than twenty (20) hours per week, one-half (1/2) day per month cumulative to five (5) days per year and to a maximum total of twenty (20) days.
- B. Employees may utilize up to five (5) sick leave days per year for the care of a family member or significant other.
- C. A doctor's certificate is required from any employee who uses five (5) or more consecutive sick days and must be submitted to the Director of Human Resources within a reasonable time frame upon return from the injury or illness. In the case of sick leave of a long duration (an illness or injury of more than ten (10) consecutive work days), the Superintendent or designee may require periodic statements about the employee's condition from a physician who is caring for the employee.

Section 6.2 Personal Days

- A. An employee shall be entitled to take three (3) days of leave with pay each school year for matters which cannot be conducted during non-working hours. Two of these days will require no reason to be given. One will require that reasons be provided. Examples of acceptable reasons are: medical appointments/procedures, necessary court appearances, moving, closing title to a house, and illness of other family members, etc. The personal days without reason may not be used within the last thirty (30) days of the school year unless a reason is given.
- B. Requests for such leave shall be made as far in advance as is practicable, except in cases of emergency.
- C. First year employees are entitled to one (1) personal day upon completion of the probationary period with the reason provided.

Section 6.3 Temporary Disability Leave

- A. Disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery there from, shall be treated as temporary disability for all job-related purposes.
- B. Unpaid disability leave beyond any accumulated sick leave or paid time off shall be available for such reasonable further period of time as a female employee is determined by her physician to be disabled from performing the duties of her job

because of pregnancy or conditions related thereto. The Board of Education reserves the right to require an independent medical evaluation.

- C. Pregnancy or childbirth per se shall not be the basis for termination of employment or compulsory resignation.
- D. The paraeducator shall notify the Superintendent in writing at least two (2) months before the anticipated commencement of disability due to pregnancy unless emergency medical conditions exist.

Section 6.4 Funeral Leave

- A. Absence of an employee due to the death of a spouse, parent, mother or father of spouse, grandchildren, grandparent, child, step-parent, step-child, brother, sister, other members of the immediate household, or significant other shall be permitted without loss of pay or deduction from sick leave or personal or paid time off days. Such absence shall not exceed five (5) days for such death.

Section 6.5 Leaves Without Pay

- A. Leaves of absence without pay may be granted to full-time employees by the Board for a period not to exceed one year for the following reasons:
 - 1. Health problems, upon advice of a physician. The Board of Education reserves the right to require an independent medical examination.
 - 2. Educational enrollment in a college level program.
 - 3. For other personal reasons subject to the review and recommendation of the superintendent.
 - 4. All other provisions as stated in the Family Medical Leave Act will apply to those employees who qualify under the law.
- B. Insurance coverage may be continued during the period of the leave at the full-time paraeducator's expense if the paraeducator elects such coverage.
- C. Upon returning from this leave, the full-time employee shall be paid at the rate the employee was last paid adjusted to include any intervening scheduled general wage increases.

Section 6.6 Jury Duty

Any paraeducator who is called for jury duty shall receive the necessary leave to fulfill this legal obligation. This leave shall not be deducted from personal days or sick leave. The paraeducator shall receive a rate of pay equal to the difference between the normal

daily rate of pay and the per diem jury fee received, if the latter is less, for the first five days, as required by law.

Section 6.7 Child Rearing Leave

- A. The Board of Education may grant childrearing leaves without pay to paraeducators who have been employed full time in the school district for at least two years, after the birth or adoption of a child.
- B. Child rearing leaves associated with the birth of a child may be applied for, in writing, to the Superintendent, no later than three (3) months prior to the anticipated date of the birth of the child, unless emergency conditions exist. Such leave shall commence within three months of the birth of the child or, in the event the paraeducator is on disability leave due to pregnancy, at the termination of the disability leave.
- C. Child rearing leaves associated with the adoption of a child shall be applied for, in writing, to the superintendent, as far in advance as possible.
- D. Child rearing leave which takes effect in the first half of the school year shall continue for the remainder of the school year only. Child rearing leave which begins in the second half of the school year shall continue for the remainder of the school year and the paraeducator may, prior to May 1, request that the leave be extended for the second school year.
- E. Insurance coverage may be continued during the period of the leave at the paraeducator's expense if the paraeducator elects such coverage. Leaves under this section shall not count toward accrued seniority, but seniority status earned prior to the granting of the leave shall be intact upon the return of the employee from the leave.
- F. Upon returning from this leave, the full time employee shall be paid at the rate the employee was last paid adjusted to include any intervening scheduled general wage increases.

Section 6.8 Other Leaves

- A. The absence of any enumeration of other types of leave shall not preclude the Superintendent from considering requests for such leave by paraeducators. Requests and permission for such leave must be in writing and specify whether the leave is with or without pay. The Superintendent's decision covering leaves in this category shall not be subject to the grievance procedure.

ARTICLE VII

UNION RIGHTS

Section 7.1 Union Security

- A. Each full and part-time employee who is covered by this Agreement shall, as a condition of employment, remain or becomes a member of the Union or shall pay a union service fee. Said union service fee shall be equal to the amount of the union dues uniformly required of members to underwrite the costs of collective bargaining, contract administration and grievance adjustment.
- B. The Board will deduct the Union's annual membership fee from the pay of each employee, upon receipt of a written authorization to do so, such authority to continue from year to year unless revoked. The deductions shall be made in monthly installments and sent directly to the Union.
- C. The Union shall hold the Board harmless against all claims and any other forms of liability which may arise by reason of any action taken in making deductions and remitting same to the Union.

Section 7.2 Union Meeting on School Property

- A. All union activities concerning matters of negotiation shall be held before or after school hours, not during the day. Requests for Union meetings on school property shall be filed on Use of Building Forms.
- B. Union business of an urgent nature may be conducted by Union officials during the course of the working day with the approval of the Superintendent and the Union officials will not incur a loss of pay.

Section 7.3 Membership List

- A. The Board agrees to supply each current employee with a copy of the collective bargaining Agreement between the Union and the Board. Further, it is agreed the Board will supply each new employee information regarding payroll options (tax sheltered annuities, credit union, bonds, etc.) along with a copy of the Agreement, employee's job description, dues deduction, etc., at the time of hire.
- B. The Board shall make available to the Union on October 1 of each year of the Agreement, a list of employees within the bargaining unit, showing their dates of hire, building assignments and hourly rate in a spreadsheet format in order of seniority.
- C. Within thirty (30) days after a new employee has been placed on the payroll, the Board shall notify the Union, in writing, of the name, date of hire, job assignment,

and wage rate and confirmation of Union dues/service fee deduction of such employee.

Section 7.4 Paid Time for Union Activities

- A. Union representatives and witnesses who are required to attend grievance sessions or negotiations during working hours shall be paid at their regular rate.
- B. Negotiations will be held at times mutually convenient to both parties. Normally negotiations will not be held during working hours.

ARTICLE VIII INSURANCE BENEFITS

Section 8.1 Workers' Compensation

Whenever an employee is absent from work as a result of personal injury compensable under the Connecticut Workers' Compensation Law, full salary, less the amount of weekly compensation award, shall be paid for the first 75 working days, after which normal benefits as provided by Connecticut State Law shall apply. (Such absence will not be charged to the employee's annual sick leave.)

Section 8.2 Employee Protection

The Board will protect and save harmless any member of the unit from any financial loss and expense including legal fees and costs arising out of any claims, demand, suit or judgment as provided by Connecticut General Statutes, Sec. 10-235 (as amended from time to time).

Section 8.3 Health Insurance (Full-Time Employees Only)

- A. Effective July 1, 2019, the Board shall provide single, couple and family group hospital and medical coverage for eligible Paraeducators through the Connecticut State Partnership Plan 2.0, as more fully described and outlined in Appendix C of this Agreement.
- B. The same vision and dental benefits provided during 2018-2019 shall be provided in 2019-2020 and 2020-2021.
- C. The Board shall provide single medical, vision and dental coverage for each paraeducator at the following cost to the paraeducator: for 2019-2020 the employee's cost share shall be 8% of the insurance premium cost or allocation rates; for 2020-2021 the employee's cost share shall be 8.5%. Each paraeducator shall be entitled to purchase medical, vision and dental coverage for his/her spouse and/or family at his/her own additional expense; the Board shall pay 15% of that expense and the employee shall pay 85% for the duration

of this Agreement.

- D. The Board shall maintain a "Section 125" Salary Reduction Agreement for the purpose of enabling eligible paraeducators to divert a portion of their gross salaries, prior to reduction for federal income or social security taxes, by a minimum of \$250 to a maximum of \$1,000 per Plan Year for Health Reimbursement, and by a minimum of \$250 to a maximum of \$5,000 per Plan Year for Dependent Care, into an account from which, during the course of the Plan Year, they can be reimbursed for Health Care costs and Dependent Care costs they or their covered dependents incur that are not covered by the Health Insurance Plans described in the Agreement between the Board and the Union, including, but not limited to, their share of the premium costs for such Plans. The Board makes no representations or guarantees as to the initial or continued viability of such a Salary Reduction Agreement, and shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax exempt status of employee insurance premium contributions. So long as the Board makes a good faith effort to comply with this paragraph, neither the Union nor any paraeducator covered by this Agreement shall make any claim or demand, nor maintain any action against the Board or any of its members or agents for taxes, penalties, interest or other cost or loss arising from a flaw or defect in the Salary Reduction Agreement, or from a change in law which may reduce or eliminate the employee tax benefits to be derived there from. This waiver on the part of the Union shall not extend to acts which may be committed by the Board or its agent(s) other than acts in furtherance of the I.R.C. Section 125 plan.
- E. In the event of the death of a spouse of a full-time employee who is enrolled in a Board provided medical insurance plan at the time of death, the Board will provide such employee with family medical coverage for the employee and his/her dependents for two (2) years or until the employee becomes eligible for health insurance elsewhere, whichever occurs sooner, at a special insurance premium cost-share rate of 25% so long as the employee maintains full-time employee status. The Board will pay the remaining costs. The family medical coverage does not include dental care, long-term disability insurance or life and accidental death and dismemberment insurance.
- F. The Board reserves the right to change insurance carriers or to self-insure in whole or in part at any time provided the level of benefits is not reduced. If any change in carriers is being considered, Board officials shall meet with the Union President to discuss such matter in advance of any decision on the matter.

Section 8.4 Long Term Disability Insurance (Full-Time Employees Only)

Long-Term Disability Insurance in accord with monthly integrated benefits payments equal to 66 and 2/3% of salary for paraeducators who suffer a long-term disability. This insurance will become effective after the employee has used up all his/her sick leave or

paid time off benefits or three (3) months from the commencement of total disability, whichever is later.

Section 8.5 Life Insurance (Full-Time Employees Only)

Life and Accidental Death and Dismemberment Insurance in the amount of \$20,000.

**ARTICLE IX
SAVINGS CLAUSE**

Section 9.1

In the event that any portion or portions of this Agreement are found to be illegal, void or voidable, it is agreed that such finding will have no effect on the remaining portion or portions of this Agreement, which shall remain binding on all parties. The parties will, in a timely manner, negotiate new language to replace only the specific language found to be voided or illegal.

**ARTICLE X
MANAGEMENT RIGHTS**

Section 10.1

Except to the extent modified by a provision of this Agreement, the New Milford Board of Education reserves and retains, solely and exclusively all rights and authority to operate, manage, and administer the New Milford Public Schools, including all such rights and authority as existed prior to the execution of this Agreement.

**ARTICLE XI
DURATION**

Section 11.1

This Agreement shall be effective upon signing and it shall continue in force through June 30, 2021.

Section 11.2

In the event that the Board and the Union fail to secure a successor to this Agreement prior to its expiration as set forth in Section 11.1 hereof, each provision of this Agreement shall be continued in full force and effect thereafter until such a successor is entered into.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers, hereunto duly authorized and their seals affixed hereto as of the date and year indicated below.

David A. Lawson

Chairman
New Milford Board of Education

8/26/19
Date

Kevin Boyle, Jr.

Kevin Boyle, Jr., UPSEU President

8-19-19
Date

Carrie Kelly

Carrie Kelly, Unit President

8/22/19
Date

APPENDIX A
HOURLY WAGE SCHEDULE

Hire Rate	\$14.63 – effective July 1, 2019
	\$15.06 – effective July 1, 2020
Job Rate	\$16.16 – effective July 1, 2019
	\$16.64 – effective July 1, 2020

When a paraeducator's assignment for the school year requires that 50% or more of the full school day be spent providing a special education student the personal hygiene services of toileting, personal feeding, and/or diapering, as determined by the Superintendent and/or designee, such paraeducator, upon execution of this agreement, will be paid an additional wage stipend of \$1.00 per hour in each year of the contract, which will be included with the paraeducator's regular pay. At the start of each school year or after the assignment is made, the administration shall designate those paraeducators whose work assignments qualify them for this stipend and notify the Unit President.

Employees advance to job rate upon successful completion of the probationary period.

The above wage schedule reflects that all Paraeducators received general wage increases (GWI) as follows:

Effective July 1, 2019: 2.95% GWI

Effective July 1, 2020: 2.95% GWI

APPENDIX B

New Milford School District Paraeducator Evaluation Form

Name: _____ **Date of Evaluation Meeting:** _____

Assignment: _____

Evaluator: _____

DEFINITIONS OF RATINGS

The following definitions are used to identify the employee's level of performance.

DISTINGUISHED	(D)	Performs assigned duties in a manner indicating exceptional understanding of essential functions. Results achieved are often better than expected.
PROFICIENT	(P)	Performs assigned duties at an acceptable level through demonstrated application of skills.
BASIC	(B)	Performance in one or more areas does not meet the requirement for a "Proficient" rating. Improvement is required.
UNSATISFACTORY	(U)	Even under close direction, performance does not indicate the ability and/or willingness to produce required results.
NON-APPLICABLE	(NA)	Does not apply.

PERFORMANCE	RATING	COMMENTS / EXAMPLES
1 Quality/Quantity of work <ul style="list-style-type: none"> • Accurate/Thorough • Produces quality work • Is familiar with classroom technology • Is willing to learn new techniques • Sound Judgment/Decision-making exhibited 		
2 Work habits <ul style="list-style-type: none"> • Organized • Effectively uses time • Dependable • Adaptable/Flexible • Positive attitude • Demonstrates initiative/Self-starter 		
3 Work relationships <ul style="list-style-type: none"> • Works well with other adult staff • Contributes to the team • Communicates effectively with supervisors • Accepts suggestions from directing teacher • Recognizes that the teacher is responsible for creating plans in dealing with student behavior and assists with implementation as directed • Maintains professional boundaries with parents 		
4 Work Commitments <ul style="list-style-type: none"> • Completes assignments effectively • Follows procedures and school rules • Complies with district safety policies and practices • Arrives to classes/assignments in a timely manner • Maintains professional appearance and demeanor 		
5 Student Interaction <ul style="list-style-type: none"> • Recognizes individual learning styles • Helps establish and maintain a positive and challenging learning environment • Encourages students' independence within the school setting • Implements effective behavior management for all students as directed • Takes action when needed • Treats students with fairness, respect, and consistency 		
6 Communication Skills <ul style="list-style-type: none"> • Writes and speaks clearly • Communicates effectively with the sp ed and classroom teacher • Maintains confidentiality in all communications 		
7 Overall performance		

Summary of Strengths:

Areas for Improvement:

Evaluator Signature

Date

Site Administrator Signature

Date

Employee Comments:

Employee Signature

Date

In signing this evaluation, the employee is only acknowledging receipt and does not necessarily indicate agreement with the rating.

5. What do you feel are the strengths, highlights, or accomplishments of the school year?

6. What are your professional goals and how do you plan to reach them?

APPENDIX C

GROUP HEALTH INSURANCE: SPP 2.0

The health plan benefits shall be as set forth in the SPP effective on July 1, 2019, including any subsequent amendments or modifications made to the SPP by the State and its employee representatives. The administration of the SPP, including open enrollment, beneficiary eligibility and changes, and other administration provisions shall be as established by the SPP.

- a. The premium rates shall be set by the SPP. The parties acknowledge that the rate set by the SPP will be adjusted to achieve a blended rate to provide retired certified employees with insurance coverage at the same rate offered to active employees, as required by statute. The Union accepts the blended rate as calculated by the Employer's insurance consultant.
- b. The SPP contains a Health Enhancement Plan (HEP) component. All employees participating in the SPP are subject to the terms and provisions of the HEP. In the event SPP administrators impose the HEP non-participation or noncompliance \$100 per month premium cost increase or the \$350 per participant to a maximum of \$1400 family annual deductible, those sums shall be paid 100% in their entirety by the non-participating or non-compliant employee. No portion or percentage shall be paid by the Employer. The \$100 per month premium cost increase shall be implemented through payroll deduction, and the \$350/\$1400 annual deductible shall be implemented through claims administration.
- c. In the event any of the following occur, the Employer or the Union may reopen negotiations in accordance with mid-stream negotiation and arbitration provisions contained in the Connecticut General Statutes as to the sole issue of health insurance, including plan design and plan funding, premium cost share and/or introduction of replacement medical insurance in whole or in part:
 - i. If the SPP in its current form is no longer available; or if the benefit plan design of the SPP is modified as a result of a change to the State's collective bargaining agreement with SEBAC, if such modifications would substantially increase the cost of the medical insurance plan offered herein; and/or
 - ii. If Conn. Gen. Stat. Section 3-123rrr et seq. is amended, or if there are any changes to the administration of the SPP, or if additional fees and/or charges for the SPP are imposed so as to affect the Employer, any of which amendments, changes, fees or charges

(individually or collectively) would substantially increase the cost of the medical insurance plan offered herein; and/or

- iii. If the cost of the medical insurance plan offered herein is expected to result in the triggering of an excise tax under The Patient Protection and Affordable Care Act (ACA; P.L. 111-148), as amended, inter alia, by the Consolidated Appropriations Act of 2016 (P.L. 114-113) and/or if there is any material amendment to the ACA that would substantially increase the cost of the medical insurance plan offered herein.
- d. In any negotiations triggered under subparagraph "c" above, the parties shall consider the health insurance set forth in the Collective Bargaining Agreement prior to 7/1/19 to be the baseline for such negotiations, and the parties shall consider the following additional factors:
 - Trends in health insurance plan design outside of the SPP;
 - The costs of different plan designs, including a high deductible health plan structure.

Should such negotiations be submitted to arbitration for resolution, the arbitration panel shall consider the foregoing when applying the statutory criteria in making its ruling.