

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

JULY 1, 2016 THROUGH JUNE 30, 2020

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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 aides, special education aides, library aides and security monitors, employed by the employer, but excluding 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 "paraprofessionals".

## **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.

**ARTICLE IV**  
**UNION SECURITY**

**Section 1**

All employees in the bargaining unit shall, as a condition of employment, on or before the thirty-first (31<sup>st</sup>) day following the beginning of such employment, become and remain members of the Union or pay a service charge each month equal to the cost of administering and negotiating this Agreement and servicing the grievance provisions. Any objections to this section by any bargaining unit member may be appealed in writing to the Union for review.

**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**

New employees will be provided with one (1) copy of this contract at their time of hire.

**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. 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.

### **Section 5**

The four (4) Executive Officers of the Union shall have "super-seniority" in the event of a reduction in the workforce.

## **ARTICLE VIII** **FILING OF VACANCIES**

### **Section 1**

All vacancies 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 or reduction of hours is proposed or pending in the next fiscal year, the Superintendent of Schools shall notify the Union at least sixty (60) days prior to the layoff or reduction. The parties agree to meet and negotiate the impact of the layoff or reduction.

### **Section 2**

Layoffs shall take place within classification based upon qualifications, seniority, needs of the student(s) and ability. Probationary employees shall be laid off first.

Classifications are defined as:

- a) Support Paraprofessional including Monitors, Computer Techs, Nurse Paraprofessionals Transportation and Library.
- b) Instructional Paraprofessionals including Special Education and Kindergarten.

### **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 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 within the same number of days as defined in the annual school calendar.

**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 Principal.

**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 Principal.

**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 15<sup>th</sup> 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, full-time 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.



**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 shall normally follow this order:

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

**Section 4**

Certain serious infractions may require actions that lead to suspension or discharge prior to a verbal or written warning.

**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 effected 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 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 Director's discretion, may be required to be documented by a doctor's certificate. Such family illness days will be deducted from regular sick days and are non-cumulative from year to year.

### **Section 3**

Each full-time paraprofessional hired before July 1 1996 or his/her estate, shall be paid for any unused sick leave based upon the following schedule:

### **Section 4**

For ten (10) years of full-time employment, an eligible employee or their estate shall be paid twenty-five percent (25%) of his/her unused sick leave up to the maximum allowable.

### **Section 5**

For fifteen (15) years of full-time employment, an eligible employee or their estate shall be paid thirty-three and one-third percent (33 1/3%) of his/her unused sick leave up to the maximum allowable.

### **Section 6**

For twenty (20) years of full-time employment, an eligible employee or their estate shall be paid fifty percent (50%) of his/her unused sick leave up to the maximum allowable.

### **Section 7**

For twenty-five (25) years of full-time employment, an eligible employee or their estate shall be paid sixty percent (60%) of his/her unused sick leave up to the maximum allowable.

### **Section 8**

In each case, the compensation shall be based upon the individual's rate of pay and accumulated sick days as of the last workday in the individual's final year of employment. The maximum number of accumulated sick days that may be used for computation of an individual's compensation shall be one hundred twenty (120).

Compensation for unused sick leave will be part of the final year's salary. In order to allow for budget restrictions, the following regulations must be adhered to:

- a) Employees who plan to retire must make this fact known in writing to the Superintendent of Schools not later than six (6) months prior to the beginning of the fiscal year (December 31<sup>st</sup>) during which such employees expect to leave. Advance notice of intent to leave shall be waived in the event of death, discharge, or incapacity.
- b) Compensation for unused sick leave will be paid in a paycheck to be issued on a regular payday within the same fiscal year in which the termination occurs.

**ARTICLE XV**  
**LEAVES OF ABSENCE**

**Section 1**

Leaves of absence without pay for up to six (6) months may be granted by the Business Director or 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.

**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. Personal leave may not be accumulated. The following conditions apply:

- a) 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.
- b) 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.

**July 1, 2016 – June 30, 2017**

All employees not at the top step shall receive a one-half (½) step increase.

Employees at the top step shall receive a two and one-half percent (2.50%) general wage increase.

**July 1, 2017– June 30, 2018**

All employees not at the top step shall receive a one-half (½) step increase.

Employees at the top step shall receive a two percent (2.0%) general wage increase.

**July 1, 2018 – June 30, 2019**

All employees shall receive a two percent (2.0%) general wage increase.

There shall be no step movement.

**July 1, 2019 – June 30, 2020**

All employees shall receive a two and one-half percent (2.50%) general wage increase.

There shall be no step movement.

**Section 2**

Effective within thirty (30) days of the parties' agreement (via negotiations, mediation or arbitration) on the collective bargaining agreement commencing on July 1, 2016, 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**  
**LONGEVITY PAY**

**Section 1**

Each full-time bargaining unit member hired before July 1, 1996 shall be entitled to longevity pay annually, in accordance with the following schedule:

5 years of full-time employment	3% of annual salary
10 years of full-time employment	6% of annual salary
15 years of full-time employment	8% of annual salary
20 years of full-time employment	10% of annual salary
25 years of full-time employment	11% of annual salary

**Section 2**

Payment for longevity will commence on the anniversary month of the year during which the employee becomes eligible.

**ARTICLE XXII**  
**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

Effective July 1, 2016 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 1<sup>st</sup> to June 30<sup>th</sup>) 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).

- Bariatric bypass surgery (covered);
- 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, 2016 through June 30, 2017 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, 2016 through June 30, 2017 contract year, the Board's contribution toward the deductible will be deposited into the HSA accounts on or about July 1, 2016.

- For the July 1, 2017 through June 30, 2018 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, 2017 through June 30, 2018 contract year, the Board's contribution toward the deductible will be deposited into the HSA accounts on or about July 1, 2017.



- For the July 1, 2018 through June 30, 2019 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, 2018 through June 30, 2019 contract year, the Board's contribution toward the deductible will be deposited into the HSA accounts on or about July 1, 2018.

- For the July 1, 2019 through June 30, 2020 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, 2019 through June 30, 2020 contract year, the Board's contribution toward the deductible will be deposited into the HSA accounts on or about July 1, 2019.

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 enroll in a PPO plan, 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.

**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	

**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 30<sup>th</sup> of the applicable contract year.

### **Premium Share Contribution**

#### **HDHP**

July 1, 2016 – June 30, 2017:	thirteen and one-half percent (13.5%)
July 1, 2017 – June 30, 2018:	fourteen percent (14%)
July 1, 2018 – June 30, 2019:	fourteen and one-half percent (14.5%)
July 1, 2019 – June 30, 2020:	fifteen percent (15%)

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**

A bargaining unit member may elect to waive either health insurance or dental insurance benefits or both, and, in lieu therefore, be remunerated in the amount of ten percent (10%) of the applicable single C.O.B.R.A. rate or premium as appropriate. Such remuneration shall be paid twice per year, on or about December 1<sup>st</sup> and June 1<sup>st</sup>. A member choosing this option shall be able to change their option on July 1, for any reason, and no more than one time during each year if there has been a significant change in the member's circumstances, such as divorce, death of a spouse, etc., which warrants such change in option. Such request for change must be presented, in writing, to the Business Manager at least sixty (60) days prior to the beginning of the month in which the change is to take effect. Upon receipt of the revocation of waiver, coverage by the insurer shall be subject to any regulations, which may include waiting periods and proof of insurability, which may then be in effect. Waivers under this section are subject to the approval of the applicable insurance carrier.

### **ARTICLE XXIII** **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 XXIV** **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 XXV** **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 XXVI** **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 XXVII**  
**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 XXVIII**  
**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 XXIX**  
**DURATION OF AGREEMENT**

**Section 1**

This Agreement shall become effective July 1, 2016 and shall remain in effect until June 30, 2020 and from year to year thereafter unless either party notifies the other no less than one hundred twenty (120) days from the expiration date above that it wishes to modify or change this Agreement in any manner.

In the event that as of January 1, 2020, the total cost of a group health plan or plans offered under this Agreement meets the thresholds that would trigger an excise tax under the Internal Revenue Code Section 4980I, the parties agree to reopen this Agreement for the sole purpose of negotiating over health insurance.

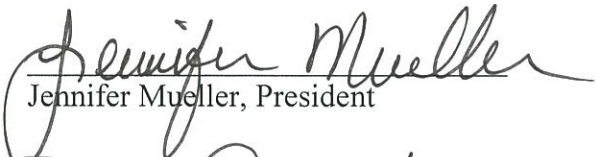
**Section 2**

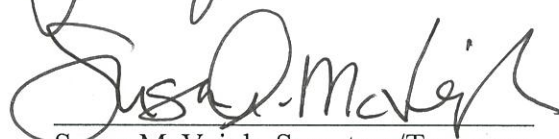
This Agreement shall remain in full force and effect during such negotiations in accordance with the provisions of the Municipal Employee Relations Act.

  
\_\_\_\_\_  
Board of Education

7/14/16  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Brett Owen  
Council 4, AFSCME Staff Representative

  
\_\_\_\_\_  
Jennifer Mueller, President

  
\_\_\_\_\_  
Susan McVeigh, Secretary/Treasurer

**APPENDIX A  
PARAPROFESSIONAL CONTRACT  
Salary Schedules**

Step	2016-2017
1.5	\$ 13.84
2.5	\$ 14.87
3.5	\$ 15.88
4	\$ 16.80

- In year one of the contract (July 1, 2016 – June 30, 2017), all employees not at the top step shall move up one-half step (employees on step 1 move to step 1.5; employees on step 2 move to step 2.5; employees on step 3 move to step 3.5).
- Step one is eliminated.
- All new hires are hired on step 1.5 (\$13.84).

Step	2017-2018
1	\$ 14.36
2	\$ 15.38
3	\$ 17.14

- In year two of the contract (July 1, 2017 – June 30, 2018), all employees not at the top step shall move up one-half step (employees on step 1.5 move to new step 1; employees on step 2.5 move to new step 2; employees on step 3.5 move to new step 3; employees on step 4 move to new step 3).
- Step 1.5 is eliminated.
- All new hires are hired on new step 1 (\$14.36).

<b>Step</b>	<b>2018-2019</b>
1	\$14.65
2	\$15.69
3	\$ 17.48

- In year three of the contract (July 1, 2018 – June 30, 2019), there shall be no step movement.

<b>Step</b>	<b>2019-2020</b>
1	\$15.02
2	\$16.08
3	\$ 17.92

- In year four of the contract (July 1, 2019 – June 30, 2020), there shall be no step movement.



**APPENDIX B**  
**Health Insurance - Classified**

	<b>Effective</b>
	2016-17
Type of Plan	<b>PPO</b>
Referrals required	No
<b>In Network</b>	
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 (standalone facility)	No Charge
High Cost Diagnostic	\$50
Vision Exam	\$30
Outpatient Rehab	\$30
Chiropractic	\$30
Therapy Services	\$30
<b><u>Infertility Services</u></b>	
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
<b><u>Out of Network</u></b>	
Deductible	\$1,500/\$2,250/\$3,000
Coinsurance	30% after deductible
Out of Pocket Maximum	\$3,000/\$4,500/\$6,000
Lifetime Maximum	Unlimited
<b><u>Prescription Drugs</u></b>	
Generic	\$10
Listed Brand	\$20
Non Listed Brand	\$35
Mail Order	2x
Calendar Year Maximum	\$500

### Health Insurance - Classified

	<b>Effective 2016-17</b>
Type of Plan	<b>HDHP w/HSA</b>
Referrals required	No
<b>In Network</b>	
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
<b><u>Infertility Services</u></b>	
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
<b><u>Out of Network</u></b>	
Deductible	\$2,000/\$4,000
Coinsurance	20% after deductible
Out of Pocket Maximum	\$4,000/\$8,000
Lifetime Maximum	Unlimited
<b><u>Prescription Drugs</u></b>	
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 classified employees.

The Professional Growth 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.

#### **Eligibility**

All permanent full-time classified employees who have been employed for a minimum of one continuous year qualify for participation in the Professional Growth 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.

#### **Professional Growth Committee**

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

- 1) Evaluate all activities for professional growth credit and approve or deny all applications.
- 2) Recommend additional or revised procedures as necessary.
- 3) Schedule meetings as needed to evaluate applications.

#### **Procedure**

It shall be the responsibility of the employee to submit to the Professional Growth Committee a request form for course or hour approval prior to the completion of the course or activity.

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 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 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 grade of "C" or better or receive a "pass" 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.

### **Criteria for Professional Growth Award**

Eligible employees who have earned ten (10) approved points shall receive a professional growth award of five hundred dollars (\$500.00).

It is the responsibility of the employee to provide verification for points completed. Verification must be submitted by May 1<sup>st</sup> each year for payment on July 1<sup>st</sup>.

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

The maximum number of awards available each year shall be four (4). If more than four are complete, the additional awards shall be carried forward to the next year and be given priority for payment.