

AGREEMENT

BETWEEN

KILLINGLY BOARD OF EDUCATION

AND

LOCAL 3689 OF COUNCIL #4
AFSCME, AFL-CIO

KILLINGLY PARAPROFESSIONALS

July 1, 2021 through June 30, 2024

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PREAMBLE

This Agreement is entered into by and between the Killingly Board of Education (hereinafter referred to as "the Board") and/or its successor and Local 3689 of Council #4 of the American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as "the Union").

ARTICLE I RECOGNITION

Section 1.1

The Board of Education recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining pursuant to the terms and conditions of Chapter 113 of the Statutes with respect to salaries and hours of employment and other conditions of employment for all school paraprofessionals and Braille Specialist(s) working fifteen (15) hours or more per week, excluding the position of job coach.

ARTICLE II RIGHTS OF THE BOARD OF EDUCATION

Section 2.1

It is recognized that Killingly has and continues to retain whether exercised or not, pursuant to the provisions of this Agreement, the sole and unquestioned right, responsibility and prerogative to direct the operation of the Killingly Public Schools in all aspects subject to the provisions of this Agreement including but not limited to the following:

1. to create, abolish or maintain educational activities and programs as in its judgment will best serve the interests of the students and the Killingly Public Schools;
2. to determine the type of work to be performed by the personnel of the Killingly Public Schools;
3. to assign all work to employees or other persons;
4. to decide the methods, procedures and means of conducting the work;
5. to select, hire and demote employees, including the right to prescribe and enforce reasonable rules and regulations for the maintenance of discipline and the performance of work in accordance with the requirements of the Killingly Public Schools.
6. to discharge or otherwise discipline any employee;
7. to promote, transfer, or lay off employees;

These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with or in violation of the specific terms and provisions of this Agreement. All past practices and understandings between the parties are void and of no force and effect unless specifically incorporated herein.

ARTICLE III **UNION MEMBERSHIP**

Section 3.1

The Board agrees to deduct from the pay of all its employees who in writing authorize such deductions from their wages, such membership dues as may be fixed by the Union. Such deduction shall continue for the duration of the Agreement, except that any employee may withdraw such authorization in writing by certified mail to Council #4 or the President of the Local.

Section 3.2

The deductions for any month shall be made twice each month for such month and shall be remitted to the Union together with a list of names of employees from whose wages such deductions have been made, no later than the 10th day of the following month.

Section 3.3

The employee's obligations to make such deductions shall terminate automatically upon termination of the employee who signed the authorization or upon his transfer, to a job not covered by this Agreement, except that deductions shall be resumed if an employee, terminated by layoff, is rehired during the life of the contract then in existence.

Section 3.4

The Union agrees that it will indemnify and save the employer harmless from any and all liability, claim, responsibility damage or suit, including salaries, court costs and attorneys' fees, which may arise out of any action taken by the employer in accordance with the terms of this Article. The Board shall notify the Union of any claims made against it concerning this Article.

ARTICLE IV
NO DISCRIMINATION

Section 4.1

There shall be no illegal discrimination, coercion or intimidation of any kind, either by the employer or by the Union, against any employee or members, because of marital status, age, sex, sexual orientation, creed, national origin, color, race, religious belief, physical or mental handicap, Union activity, or any other category in accordance with state and federal law. This provision is for clarification purposes only and shall not be subject to the grievance procedure.

ARTICLE V
HOURS OF WORK AND OVERTIME

Section 5.1

The regular paid hours of work for full-time, twelve (12) month and ten (10) month employees, shall be Monday through Friday, of at least twenty (20) hours a week and not more than thirty-seven and one-half (37.5) hours a week, except as modified by the Board or its designee. The regular paid hours of work for part-time, twelve (12) month and ten (10) month employees, shall be Monday through Friday, of at least fifteen (15) hours per week but less than twenty (20) hours per week, except as modified by the Board or its designee. Ten (10) month employees shall work all student days plus two days before the student school year. The Board will not change the regular work week for more than two weeks of any member of the bargaining unit hired prior to July 1, 2004 except by mutual agreement. This provision does not prohibit the changing of an employee's work week as a result of a reduction in hours worked due to grant funding matters. Any such change will be within such employee's normal work week.

Section 5.2

Employees shall be paid at the rate of one and one-half (1-1/2) times their regular rate of pay for all hours worked in excess of forty (40) hours per week. All overtime hours shall have the prior approval of the Superintendent or designee. The Board reserves the right to assign employees to such hours on a building by building basis in reverse order of seniority.

Section 5.3

Notwithstanding the above, on early release days, employees will be paid for hours actually worked. For those employees not released early, such employees will be paid for hours worked at their regular rate of pay. Employees who call out sick on an early release day shall only be paid for a half-day using their sick time and shall receive no other pay for the day.

Paraprofessionals may be scheduled to work or to attend training on Early Release Days with the written approval of the Superintendent or his/her designee. If the Superintendent or his/her designee indicates training on an Early Release Day is mandatory for all employees or for any subset of employees, the specified employees shall be required to attend. The Superintendent or his/her designee shall provide employees with at least one week's notice of any mandatory training. Nothing herein shall be interpreted to mean that paraprofessionals shall be guaranteed work or training on all early release days, except that paraprofessionals shall be guaranteed work or training on at least five (5) early release days per year. Within those five (5) early release days, the Superintendent or his/her designee is not obligated to schedule all paraprofessionals for work or training on the same five (5) early release days. At least once per year, administration shall solicit input from employees regarding topics for training and shall consider such ideas when planning training.

Section 5.4

All employees will receive their full wages for the day for any unscheduled delayed openings or early dismissals (partial days caused by inclement weather or other emergencies).

ARTICLE VI
HOLIDAYS

Section 6.1

The following shall be observed as paid holidays for twelve (12) month employees:

Martin Luther King Day	Veterans' Day
Presidents' Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Fourth of July	2 days for the Christmas holiday*
Labor Day	2 days for the New Year's holiday*
Columbus Day	

*These days will be scheduled by the Superintendent of Schools or his designee.

If school is in session on any of the above days, the employee shall be granted another day off with supervisory approval.

The following shall be observed as paid holidays for ten (10) month employees:

New Years' Day	Thanksgiving Day
Day After Thanksgiving	Christmas Day

Effective July 1, 2022 the total number of holidays for ten (10) month employees shall be five (5):

New Years' Day	Thanksgiving Day
Day After Thanksgiving	Two Days for the Christmas Holiday

Section 6.2

If a holiday falls on an employee's vacation day, the time off will not be credited against the employee's vacation time.

Section 6.3

In order to be eligible for holiday pay, the employees must work their scheduled day before and after the holiday. When an employee is sick or absent the day before or after a holiday, medical certification may be requested.

Section 6.4

Part-time employees shall receive holiday pay, as provided for in this Article, on a prorated basis.

Section 6.5

The Braille Specialist shall receive the same holidays as other 10 month employees.

ARTICLE VII **SICK LEAVE**

Section 7.1

Twelve (12) month employees shall accrue 1.25 sick days for each month of employment. Ten (10) month employees and the Braille Specialist shall accrue 1.0 sick days for each month of employment. Unused sick leave in one year may be accumulated to a maximum of ninety (90) days. A statement of accumulated sick leave shall be provided for no later than September 1 of each year. Upon return to work the board may require acceptable medical certification, if the Board notifies the employee while the employee is still on sick leave. In the event the Superintendent suspects an employee is abusing the sick leave benefit, the Superintendent shall have the right to require the employee to provide acceptable medical certification justifying the absence or the Superintendent may require the employee to be evaluated by a physician of the Board's choosing at Board cost.

Sick leave may be taken in half day or whole day increments. In extenuating circumstances, the building administrator may approve non-recurring incidental time off without deduction from sick time.

Any unauthorized absence (regardless of the duration of the time taken or whether it is taken unpaid) may result in disciplinary action, up to and including dismissal.

Section 7.2

In case of sickness, either on the job or prior to reporting to work, the employee shall use the district's approved software and shall notify his/her immediate supervisor or school office as soon as possible.

Section 7.3

Each employee shall be entitled to use up to five (5) sick days per year for family illness. Family shall be defined as spouse, parent, child, grandchild, grandparent, or in-law. In addition, an employee may use up to five (5) additional days of accumulated sick leave in the event of a family illness for which the employee is eligible for leave under the federal Family and Medical Leave Act.

Section 7.4

Effective July 1, 2017, if the Board mandates that an employee have a medical examination, the Board shall reimburse the employee for any appointment cost paid by the employee that is not covered by insurance.

Section 7.5

Whenever an employee is absent from work because of injury which the Worker's Compensation Commissioner or the Board's insurance carrier has determined to have arisen out of and in the course of employment, the employee shall be paid his/her full salary during such period of time that the employee is disabled from performing his/her job responsibilities and is receiving temporary disability benefits, which period shall not exceed three (3) months from date of injury. Such payments shall be less the amount of any worker's compensation benefits. No part of such absence shall be charged to the employee's annual or accumulated sick leave. The Board may require certification by a physician that the employee is physically unable to return to work, as a condition of such payments.

ARTICLE VIII
TEMPORARY DISABILITY LEAVE/CHILDREARING LEAVE

Section 8.1

Temporary disability leave may be granted by the Superintendent of Schools upon written request, by an employee. Upon request, the employee shall provide a physician's statement indicating the nature of the disability and certifying that the employee is unable to perform

his/her employment duties. The statement shall set forth the anticipated duration of the disability period. Accumulated sick leave shall be made available for use during temporary disability.

Section 8.2

A temporary disability leave, when granted, shall only be for the period of disability. The period of disability leave shall normally be no longer than twelve (12) months; however, disability leave may, at the discretion of the Board of Education, be extended for an additional period of time. Requests for an extension of disability leave shall be in writing and shall be accompanied by a physician's statement verifying the employee's need for an extension of the leave.

Section 8.3

Insurance benefits, subject to insurance carrier regulations and employee contributions under this Agreement, will be continued for the employee at the Board expense during the initial disability leave period subject to employee's premium cost sharing obligation. Continuation of insurance benefits during any extension of the disability leave shall be at the employee's expense, unless the Board, upon granting an extension beyond disability agrees in writing to continue insurance benefits at Board expense pursuant to this Agreement on a case-by-case basis. The decision by the Board of Education in such instances is not subject to the grievance procedure. This provision will be interpreted so as to be consistent with federal law.

Section 8.4

Unless otherwise specified, an employee shall return to employment from approved temporary disability leave five (5) work days after presenting to the Superintendent of Schools a written physician's certificate verifying the employee's ability to perform his/her job responsibilities. The certificate shall state whether there are any physical or other limitations which would prevent the employee from performing any of his/her duties.

Section 8.5

The Board of Education shall have the right to require an employee requesting temporary disability leave to be examined by a physician of the Board's choosing for the purpose of verifying the employee's need for disability leave or need for an extension of such leave. The Board shall also have the right to have an employee on disability leave examined by a physician of the Board's choosing to determine the employee's ability to return to employment. The cost of this examination shall be at the expense of the Board of Education, to the extent that such cost is not covered by health insurance.

Section 8.6

Leaves of absence, without pay, for childrearing purposes, may be granted by the Board of

Education, following the birth or adoption of a child. Such leave shall begin within sixty (60) days of the birth or adoption. The length of the leave shall be specified whenever a leave is granted and shall not exceed twelve (12) weeks. During the period of a childrearing leave, insurance benefits, subject to insurance carrier regulations and employee contributions under this Agreement, shall remain in effect, the cost of which shall be paid by the Board of Education subject to the employee's premium cost sharing obligation.

ARTICLE IX **BEREAVEMENT LEAVE**

Section 9.1

In the event of a death of a spouse, mother, father, son, or daughter, the employee will be paid for time lost from scheduled work not to exceed five (5) days. In the event of a death of a brother or sister, grandparent, grandchildren, step-parents, step-children, or legal guardian, the employee will be paid for time lost from scheduled work not to exceed three (3) days in order to attend the funeral. One (1) day's time off with pay shall be granted to attend the funeral of the above-defined family relationship in-law. The Superintendent or his/her designee shall have the authority to waive the one (1) day in favor of the three (3) days in any situations that, in his judgment, are appropriate. One (1) additional day per year, with pay, for death of relative not listed above or a close friend.

ARTICLE X **PERSONAL LEAVE**

Section 10.1

The Superintendent or designee may, with one week advanced written notice (excepting times when emergencies preclude this written notice), grant a leave with pay for up to two (2) days per year for personal reasons; however, such days may not fall immediately prior to or immediately after a school holiday or vacation period. It is expected that requests will be for unusual or unanticipated conditions that are important and could not be handled otherwise, and that the reasons for said leave will be stated.

The Superintendent, in his/her sole discretion, may grant additional personal days to persons whom the Superintendent determines to have compelling reasons for why such leave should be granted.

Section 10.2 - Jury Duty

Any employee required to report for jury duty shall receive full pay from the Board minus pay received from jury duty. Whenever an employee is released from jury duty, the employee will notify his/her supervisor as soon as possible and will report to duty if so

instructed.

ARTICLE XI
INSURANCE AND PENSION PLAN

Section 11.1

The Board shall, subject to insurance carrier regulations, provide at its expense, except as provided for in paragraph 11.6, the following insurance benefits for employees who work twenty (20) or more hours per week and such employee's family.

The HDHP plan shall be the core insurance plan for all employees. For any employee wishing to remain in the PPO plan, the Board will contribute toward the cost of that plan, an amount equal to the dollar amount contributed by the Board toward the premium of the HDHP plan for the employee's coverage level. Any employee remaining 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.

Eligible employees on the HDHP plan shall be offered access to an accompanying HSA (health savings account). The Board will fund \$1,000 toward deductible amount for each full-time employee who elects single coverage under the high deductible/HSA plan (with pro-rated funding of the deductible for part-time employees). The Board will fund \$2,000 toward deductible amount for each full-time employee who elects two person or family coverage under the high deductible/HSA plan (with pro-rated funding of the deductible for part-time employees). The Board's contribution to the HSA shall be deposited into the HSA accounts in two installments on or around September and January. The parties acknowledge that the Board's contribution toward the funding of the HSA is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for active employees.

A Health Reimbursement Account (hereinafter referred to "HRA") shall be made available for any employee who is precluded from participating in the Health Savings Account (HSA) because the employee receives Medicare and/or veterans' benefits. The annual maximum reimbursement by the Board for employees participating in the HRA shall not exceed the dollar amount of the Board's annual HSA contribution for employees enrolled in the HSA.

HDHP Plan Components:

\$2000/\$4000 Deductible

Out of Network- 20% co-insurance after deductible, subject to co-insurance limits

In-Network Rx - Treated as any other medical expense, subject to deductible, once deductible is met, then \$0/25/40 copay per prescription

The Board shall have no obligation to fund any portion of the HDHP deductible for retirees or other individuals upon their separation from employment. For any plan year in which an employee is enrolled in the high deductible/HSA plan for only a portion of the plan year, the Board's contribution toward the funding of the deductible shall be pro-rated.

If the Board determines that the total cost of a group health plan or plans offered under this contract may trigger an excise tax under Internal Revenue Code Section 4980I, or any other local, state or federal statute or regulation, during the term of this contract, the Board and the Union will, upon the request of the Board, engage in mid-term negotiations regarding the impact of such excise tax, in accordance with the Municipal Employees Relations Act (MERA). Such midterm negotiations may include proposals designed to address the increased costs of insurance coverage including but not limited to, proposals designed to: modify the plan(s) so as to reduce the cost of the plan(s) below the excise tax thresholds and/or reduce the amount of any applicable excise tax, revise employee contributions to the costs of health insurance coverage, and/or allocate the responsibility for increased costs associated with the imposition of the excise tax.

Section 11.2

All employees may participate in a pension plan consistent with the plan adopted by the Town, if eligible according to the terms of the plan. The Board shall discuss pension eligibility criteria with new hires.

Section 11.3

All regularly employed employees will be eligible for enrollment in a term life insurance program in the amount of \$20,000, subject to insurance carrier regulations.

Section 11.4

The Board shall provide a dental insurance plan in accordance with insurance contract conditions for the employee. Employees will contribute the following amounts toward the cost of dental insurance:

2021-22: 12%
2022-23: 12.5%
2023-24: 13.5%

Employees may elect family coverage at their expense.

Section 11.5

In each case where the name of a particular company or a specific plan has been used in this Section, the intent is to indicate the general type of insurance and not establish a relationship with one particular company or with any specific plan. The Board shall have the right to self-insure for any of the insurance benefits described in this Article and/or to change administrators/carriers/plans for any of the insurance benefits, provided that the

overall level of benefits, when considered as a whole, remains substantially comparable to the overall level of benefits in effect immediately preceding any such change.

Section 11.6

Employees will contribute the following amounts toward the premium of the HDHP:

2021-22: 12%
2022-23: 12.5%
2023-24: 13.5%

The Board of Education shall pay the remainder of the cost of the premium. The employee will pay his/her share of the premium by automatic payroll deductions. In this regard, to be eligible to receive such insurance benefits, an employee must submit a wage deduction authorization permitting the Board to deduct such premium costs. Each employee will be informed in writing prior to the first deduction of the premium cost. An employee may forego or withdraw from such coverage rather than pay such costs. Reinstatement of coverage shall be subject to insurance carrier rules and regulations.

The Board will adopt an Internal Revenue Code Section 125 Pre-Tax Premium Conversion Account for employee premium contributions. The Internal Revenue Code and its implementing regulations shall govern the administration of this plan.

Section 11.7

The Board agrees to provide bargaining unit employees with access to a long-term disability insurance plan at group rates, subject to any and all enrollment and eligibility requirements established by the district's insurance carrier(s). Participating employees shall be responsible for paying the complete costs for such insurance. The Board agrees to deduct the cost of the long-term disability insurance plan from the employee's wages.

ARTICLE XII **VACATION**

Section 12.1

All twelve (12) month employees shall be entitled to two (2) weeks vacation with pay on the subsequent July 1 of such employee's employment. Full time twelve-month employees hired on dates other than July 1 shall receive prorated vacation time on the first July 1 following their date of hire and shall be entitled to a full two (2) weeks vacation on their second July 1 in the Board's employ. Twelve month employees who have been in the employ of the school system for more than seven (7) years, as of July 1, shall receive three (3) weeks of vacation with pay. Employees hired prior to July 1, 2003, who as of the date of the signing of this Agreement are entitled to more vacation time than is provided for herein shall continue to receive their current entitlement. However, any additional vacation time may only be accrued as provided for in this Article. The Board will no longer prorate vacation for any 10 month employee who becomes a 12 month employee

after the signing of this agreement. In addition, the following employees shall receive four (4) weeks vacation with pay: Joanne St. George.

Section 12.2

Vacation time is neither cumulative, transferable nor reimbursable except that up to five (5) days may be carried over to the following year.

Section 12.3

For all eligible employees, vacation time is to be requested prior to July 1 and must receive the written approval of the Superintendent or designee. Such approval shall not be unreasonably withheld. Operational requirements will be a consideration when granting approval. Vacation preference shall be awarded on a seniority basis if there are too many employees within the same building and/or classification requesting the same vacation period. Other employees of the bargaining unit may be transferred or reassigned to different schools or shifts to cover for vacationing employees. Any unauthorized absence (regardless of the duration of the time taken or whether it is taken unpaid) may result in disciplinary action, up to and including dismissal.

Section 12.4

Twelve (12) month part-time employees shall be eligible for the vacation benefit of this Article on a prorated basis.

ARTICLE XIII SENIORITY

Section 13.1

Seniority represents continuous service as an employee of the Board, since the employee's most recent date of hire. An employee shall be deemed to have acquired seniority when such employee shall have worked for the Board for sixty (60) continuous working days, at which point the employee's seniority shall include the first sixty (60) days of service. In these sixty (60) days of employment, an employee shall not be entitled to leave days provided in Article VII (Sick Leave), Article VIII (Childrearing Leave) and Article X (Personal Leave). The Board reserves the right to extend an employee's probationary period by fifteen (15) work days with notice to the Union President. The employee may be disciplined or discharged at the Board's discretion and neither the employee nor the Union shall have recourse to the grievance procedure. When possible, the Board shall notify the Union President of the hire date of any new employee upon their hiring within thirty (30) days.

Section 13.2

- a. All vacancies and new positions in the bargaining unit shall be posted, stating, when possible which building the vacancy is in, in each school for a period of five (5) working days prior to any action taken by the Superintendent to fill such vacancy or new position. Employees wishing to apply for a vacancy or new position shall submit, either personally or through a Union official, a written request to their supervisor. A copy of all postings will be sent to the Local President.
- b. When possible, copies of the job posting, a list of employees bidding for the job, and the name of the person appointed shall be sent to the Union President when a position is filled within thirty (30) days.
- c. When two (2) or more applicants are considered by the Superintendent to be equal in the qualifications considered for appointment to the job opening, including skill and ability to perform the work, the employee with the greatest bargaining unit seniority shall be awarded the position. The Board retains the right to fill positions from outside the unit.
- d. When an existing employee is retained in a vacancy or new position for a period of forty-five (45) consecutive working days, then he shall be considered qualified and allocated to said position, if the position continues to exist; otherwise, he shall return to his former position.
- e. Employees who desire a change in assignment or transfer may submit a request to the Director of HR prior to April 1, for consideration the following school year. Final decisions on assignments and transfer of personnel shall be made in the sole discretion of the Superintendent or his/her designee.

The Board will make reasonable attempts to provide two (2) weeks advance notice when an employee is reassigned involuntarily. However, the parties understand that in certain circumstances advanced notice may not be practicable.

Section 13.3

- a. Layoffs shall take effect as follows:
 - (i) probationary employees
 - (ii) the employees, within classification, with the least senior first, etc.
- b. For purposes of this section of the contract there shall be two (2) classifications:
 - (i) Paraprofessionals
 - (ii) Braille Specialist

- c. Layoffs will be based on reverse order of seniority by classification. An employee holding a position scheduled for elimination may bump the least senior employee within his/her classification, subject to the condition that, the employer must determine that the bumping employee has the qualifications and experience to perform the duties of the employee being bumped.

Section 13.4

The Board shall prepare a list of employees showing their seniority in length of service with the Board and deliver the same to the Union on December 1 of each year. Unless the Union files a grievance concerning the list within thirty (30) days of receipt of same, the list will be presumed to be correct for all purposes of this contract. Upon completion of their probationary period, new employees shall be added to this list. When possible, the Board shall notify the Union president, in writing, of all new hires with their name, start date, rate of pay, hours of work and job title within thirty (30) days.

Section 13.5

Employees who are laid off shall have recall rights to vacant positions in the classification from which the employee was reduced. Employees shall be rehired according to number of years of service, most senior first, within the bargaining unit. If an employee is notified that he/she is being recalled to employment and rejects that recall by not responding in writing within ten (10) calendar days of the mailing of the notice, that employee loses all rights of recall. The Superintendent shall notify the laid off employee of an available job appointment. Recall rights shall be in effect for eighteen (18) months. Upon return to work, a recalled employee shall retain years of experience on the salary schedule. The recalled employee shall not receive credit for layoff time for purposes of placement on the salary schedule. The notification required by this paragraph shall be by certified mail to the employee's last address as on file at the Board of Education offices.

ARTICLE XIV WAGES

Section 14.1

Wages will be paid in accordance with Appendix A.

Section 14.2

New hires will be placed on the appropriate step of the salary schedule by the Superintendent of Schools based upon experience, training and unique skills such placement decision will not be arbitrary or capricious.

Section 14.3

Effective July 1, 2021, all employees shall be paid by direct deposit.

Section 14.4

Effective July 1, 2004, those employees whose current hourly rate is greater than the maximum will receive a 1% annual bonus and there will be no change in their hourly rate of pay until such time as their hourly rate is on the wage schedule, at which time such employees will be considered on schedule. At such time these employees will then be paid in accordance with the wage schedule and will no longer receive the annual bonus.

ARTICLE XV GRIEVANCE PROCEDURE AND ARBITRATION

Section 15.1

Grievances involving the interpretation or application of a specific Section of this Agreement shall be submitted within ten (10) business days after the occurrence of the event in accordance with the steps hereinafter set forth; provided, however, that there shall be an automatic extension of said ten (10) day period in the event the employee involved becomes or is sick and in the event of unusual or extraordinary circumstances involved with the particular grievance or grievances.

Section 15.2

Step 1 The aggrieved employee, with his steward, or officer, if he so desires, and the building administrator shall meet in an effort to adjust the grievance informally. This meeting shall be requested within the time limit specified in paragraph 15.1. If the grievance is not resolved, it may be submitted in writing, specifying the section of the Agreement involved, to the building administrator within ten (10) business days of the meeting with the building administrator. A copy of the written grievance shall be forwarded to the school principal. The building administrator will answer the grievance in writing within ten (10) business days of receipt of the grievance.

Step 2 If the grievance is not satisfied with the disposition of the grievance at Step 1 or if no decision is rendered within ten (10) business days of the building administrator's receipt of the grievance, the grievant may within ten (10) business days after the decision or the expiration of the time limit for rendering the decision (whichever is sooner) file the written grievance with the Superintendent. The Superintendent will answer the grievance in writing within ten (10) business days of receipt of the grievance.

Step 3 If the grievant is not satisfied with the disposition of the grievance at Step 2 or if no decision is rendered within ten (10) business days of the Superintendent's receipt of the grievance, the grievant may, within ten (10) business days after the

decision, or the expiration of the time limit for rendering a decision (whichever is sooner), file the written grievance with the Board of Education with a copy to the Superintendent of Schools.

Step 4 The Board of Education or a committee thereof shall meet with the grievant. The Board shall, within twenty (20) business days after such a meeting, render its decision in writing to the grievant and the Union President.

Section 15.3

If the grievance is not settled, it may be submitted, at the request of the Union only, to arbitration before a tripartite panel of the Connecticut State Board of Mediation and Arbitration. The Union's request for arbitration shall be in writing and must be filed with the Board of Arbitration no later than thirty (30) days after receipt of the written answer of the Board of Education under Step 4 above.

Section 15.4

The arbitrator(s) designated shall hear and decide only one (1) grievance at a time. Their award shall be final and binding except as otherwise provided by law. They shall be bound by and must comply with all the terms of this Agreement and shall have no power to add to, subtract from, or in any way, modify the provisions of this Agreement. The cost of arbitration shall be borne equally by both parties.

Section 15.5

Any time limits specified within this Article, except for the initial filing of a grievance may be extended by mutual agreement of the Union and the Board provided that if a grievance is not submitted to a higher step in the above procedure, it shall be deemed settled on the basis of the answer in the last step considered.

Section 15.6

The aggrieved employee and a Union representative shall not suffer any loss of pay for time spent meeting with school officials on a grievance matter.

ARTICLE XVI NO LOCKOUT-NO STRIKE

Section 16.1

The Board agrees that it will not lockout the employees covered by this Agreement during its term.

Section 16.2

The Union and the employees expressly agree that during the life of this Agreement, there will be no strikes, slowdowns, picketing, work stoppages, or other similar forms of interferences with the operations of the school system.

ARTICLE XVII MISCELLANEOUS

Section 17.1

The Board shall make available written copies of all policies, rules and regulations pertaining to the employees in a manual containing same.

Section 17.2

Meetings of the Union must be held on the employee's own time. However, if a meeting is called by the Board, the employee may leave his job for the required time without penalty.

Section 17.3

Each employee shall immediately report any unusual occurrences inside or outside his/her building to his/her immediate supervisor, or if the supervisor is unavailable, to the building principal or Superintendent of Schools.

Section 17.4 - Tuition Reimbursement

Subject to the prior written approval of the Superintendent of Schools or designee, employees may be reimbursed for the cost of the state test to qualify as "highly qualified" and any preparatory study program approved by the Superintendent of Schools or designee. The Board shall budget the sum of \$2,000 per year for such reimbursement, which money shall be paid out on a first-come, first-served basis. In the event that the total reimbursement for such test and preparatory work does not equal or exceed the sum of \$2,000 per year, the remaining monies will be paid out to reimburse for course work which is directly related to the employee's job responsibilities. Reimbursement shall be limited to \$100 per course credit and 50% of the cost of books and materials for the course. The maximum reimbursement an employee may receive shall be \$300 per year. The employee must pass the course and present to the Superintendent or designee evidence of such passing. This money shall be paid out on first-come, first-served basis, subject to the limitations herein.

Section 17.5

Whenever a principal requests an employee to provide coverage for an individual employed in a position requiring a teaching certificate for at least two (2) consecutive hours in any day, that employee will be paid the sum of thirty-five (\$35) dollars.

When a ten-month or twelve-month paraprofessional provides coverage for another paraprofessional during the summer recess and/or school year, the covering paraprofessional will be paid at his/her regular hourly rate.

When a non-bargaining unit member covers for a paraprofessional during the summer recess and/or school year, the hourly rate of pay for such coverage will be the prevailing entry rate per the collective bargaining agreement.

When a ten-month or twelve-month paraprofessional is selected for a short term paraprofessional assignment either during the summer recess or school year, the paraprofessional will be paid at his/her regular hourly rate.

Section 17.6

In the event that the Executive Director of AFSCME Council 4 steps down from his/her position, two (2) union delegates may use personal leave time to attend the Annual AFSCME Council 4 Convention to submit their vote for a new executive director. The attending union delegates shall provide the Superintendent documentation showing proof of their attendance at the convention for the purpose of voting regarding the Executive Director. The request for such personal leave shall be made to the Superintendent or his/her designee no less than five (5) days before the scheduled Convention.

Section 17.7

Annual evaluations for 10-month employees shall be completed by June 1.

Section 17.8

The Board shall have the right to discipline or discharge employees for just cause. Under normal circumstances, discipline shall be applied in progressive order (i.e. first warning, then suspension or demotion, then discharge). In cases of serious employee misconduct, this progression need not be followed, and employees involved may be discharged, suspended or demoted for the first offense.

The employee shall be provided notice of all discipline placed in the employee's personnel file. An employee may provide a written response to any document placed in his/her personnel file.

Employees who wish to review their personnel file may request an appointment with the Director of HR.

ARTICLE XVIII
DURATION AND RENEWAL

Section 18.1

The parties agree that the above sections constitute the full and complete agreement between them and supersedes all prior understandings, practices, procedures and policies for the employees covered by this Agreement, whether oral or written.

Section 18.2

No individual employee in the bargaining unit or representative, agent or employee of the Board may enter into any separate agreement or understanding which will be inconsistent with the terms of this Agreement. Any such separate inconsistent agreement will not be binding upon the parties hereto unless expressly adopted in writing and mutually agreed upon between the Board and the Union.

Section 18.3

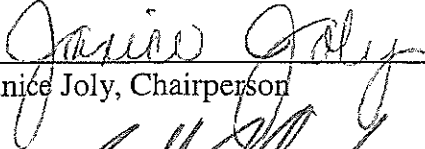
This Agreement may be altered or modified only by mutual agreement of the parties hereto.

Section 18.4

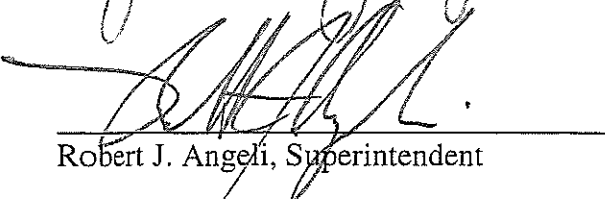
This Agreement shall be binding upon the Board and Union as of the date of execution of this Agreement through June 30, 2024

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be signed by their respective representative this 16 day of December 2021.

KILLINGLY BOARD OF EDUCATION

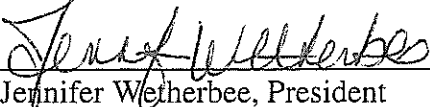


Janice Joly, Chairperson




Robert J. Angeli, Superintendent

KILLINGLY PUBLIC SCHOOLS
PARAPROFESSIONALS



Jennifer Wetherbee, President



Tricia Santos, Staff Representative

Appendix A- 1 Wage Schedules

Employees shall be paid in accordance with the following schedule. Step advancement may only occur on July 1 of each year, as may be negotiated by the parties.

Years of Service	Step #	2021-22 Rate	2022-23 Rate	2023-24 Rate
0-2 years	1	\$15.23	\$15.58	\$15.88
3-4 years	2	\$15.97	\$16.32	\$16.62
5-11 years	3	\$16.31	\$16.66	\$16.96
12-16 years	4	\$16.87	\$17.22	\$17.52
17-20 years	5	\$17.68	\$18.03	\$18.33
21-24 years	6	\$18.35	\$18.70	\$19.00
25+ years	7	\$19.47	\$19.82	\$20.12
Specialist		\$19.47	\$19.82	\$20.12

The Braille Specialist shall be placed on the step marked Specialist.