

AGREEMENT BETWEEN
EAST LYME
BOARD OF EDUCATION
AND
EAST LYME PARAPROFESSIONAL
EMPLOYEES
LOCAL 1250
COUNCIL #4 AFSCME, AFL-CIO
JULY 1, 2022 - JUNE 30, 2025

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Preamble

This agreement is entered into by and between the East Lyme Board of Education (hereinafter referred to as the "Board") and Local 1250 of Council #4, AFSCME, AFL-CIO (hereinafter referred to as the "Union"). The word Employee/Employees as used herein shall refer to the Bargaining Unit Members.

Article 1 Recognition

The Board recognizes the Union as the exclusive representative of all East Lyme Instructional Assistants, Paraprofessionals, Teaching Assistants, Registered Behavior Technicians and Job Coaches working twenty (20) hours or more per week, for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment within the meaning of the Municipal Employees Relations Act (MERA), Conn. Gen. Stat. § 7-467 *et seq.*

Article 2 Management Rights

Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Board has and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it, and it shall have the sole and unquestioned right, responsibility and prerogative of management of the affairs of the Board and direction of the working force, including but not limited to the following:

To maintain public schools and such other educational activities as it, in its judgment, deems will best serve the interests of the East Lyme Public Schools to give the children of East Lyme Public Schools as nearly equal advantage as may be practicable; to decide the needs for school facilities; to determine the care, maintenance and operation of buildings, land, apparatus and other property used for school purposes; to determine the number, age and qualifications of the pupils to be admitted into each school; to designate the schools which shall be attended by the various children within its jurisdiction; to make such provisions as will enable each child of school age residing in the town to attend school for the period required by law and provide for reasonable transportation of children wherever it is reasonable and desirable; to decide the textbooks to be used; to prepare and submit budgets to the Board of Finance and in its sole discretion, expend monies appropriated by the town for the maintenance of the schools, and to make such transfers of funds within the appropriate budget as it shall deem desirable.

To determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the Board.

To establish or continue policies, practices and procedures for the conduct of Board business and, from time to time, to change or abolish such policies, practices and procedures.

To discontinue processes or operations or to discontinue their performance by employees.

To select and to determine the number and types of employees required to perform the Board's operations.

To employ, transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Board.

To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Board, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.

To insure that incidental duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.

To create job descriptions and revise existing job specifications as deemed necessary.

Article 3 Non-Discrimination

There shall be no illegal discrimination, coercion or intimidation of any kind, either by the employer or by the Union, against any employee or member, because of race, color, religious creed, age, sex, gender identity or expression, marital status, national origin, ancestry, present or past history of mental disability, intellectual disability, learning disability, physical disability, including, but not limited to, blindness or status as a veteran, genetic information, or union activity. This section shall not be subject to the grievance procedure.

Article 4 Union Security and Dues Deductions

A. Upon the submission of a voluntary written authorization signed by a member, the Board agrees to deduct from each member's pay an amount equal to the union annual membership dues or other voluntary service fees by means of payroll deduction in accordance with said authorization. The amount of the deduction from each paycheck shall be equal to the total union membership dues divided by the number of paychecks from and including the first paycheck in September through and including the last paycheck in June. The amount of Union membership dues shall be certified by the Union to the Board prior to January 1 of each calendar year.

The parties recognize that the authorization of payroll deductions is an agreement solely between the Union and its members which the member may revoke consistent with the Union's membership rules. Should a bargaining unit member approach the Employer or its agent to terminate or modify his or her contractual relationship with the Union, that bargaining unit member will be directed to communicate such intent directly with the Union. The Board will wait for authorization from the Union before stopping dues deductions.

B. Such payroll deductions as provided herein shall be remitted to the Council 4 office of the Union by the fifteenth (15th) day of the next month following the month in which dues or voluntary fees were deducted along with a list of names of the employees from whom the deductions have been made.

C. The Union agrees to defend and to hold 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 Union for the purposes of complying with the provisions of this Article.

D. The Board shall allow the employees to make a voluntary PEOPLE deduction from their pay. Once authorized, the Board will continue to make the deduction unless the bargaining unit member provides written notice to the Board that the authorization has been revoked. The Board shall, upon request of the Union but no more than once annually, prepare a list of all participating employees.

E. Within thirty (30) days of hire, new hires shall be released from work for one (1) hour, without loss of pay, to attend a union orientation. The scheduling of such orientation shall be mutually agreed upon between the Union and the Administration to minimize disruption to the District's operations.

Article 5 Grievance Procedure

A. Purpose:

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise affecting the welfare or working conditions of employees. Both parties agree that, except as required by law, proceedings shall be kept confidential if requested by either party.

B. Definitions:

"Grievance" shall mean a claim based upon an event or condition alleging breach of the terms of this contract.

"Party in interest" shall mean the person or persons making the claim, including their designated representative as provided for herein; and any person or persons who

might be required to take action or against whom action might be taken in order to resolve the problem.

“Days” shall mean days when school is in session. In the event a grievance is filed after June 1, the parties may mutually agree to define days as business days.

C. Time Limits:

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limits specified may, however, be extended by written agreement of the parties in interest.

Failure by the aggrieved employee at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.

D. Informal Procedures:

Nothing herein contained shall be construed as limiting the right of any member of the unit to discuss informally a concern or a problem with any appropriate member of the administration.

E. Formal Procedure:

Level One - Superintendent of Schools

(a) If the Employee believes that there has been a violation, misinterpretation or misapplication of a specific provision of this Agreement, then the Employee shall attempt to resolve the matter with the Superintendent of Schools. A grievance shall be deemed waived unless it is submitted within fifteen (15) days of the date the Employee knew or had reason to know of the basis for such a claim.

(b) The Superintendent shall, within ten (10) days after the receipt of the referral, meet with the aggrieved Employee and with representatives of the Union for the purpose of resolving the grievance.

(c) The Superintendent shall, within five (5) days after the hearing, render his/her decision and the reasons therefore in writing to the aggrieved Employee, with a copy to the Union.

Level Two - Board of Education

(a) If the aggrieved Employee is not satisfied with the disposition of his/her grievance at Level One, he/she may, within three (3) days after the decision, or within six (6) days after the hearing, file the grievance again with the Union for appeal to the Board of Education.

(b) The Union may, within five (5) days after receipt, refer the appeal to the Board of Education.

(c) The Board of Education shall, within fifteen (15) days after receipt of the appeal, meet with the aggrieved Employee and with the representative of the Union for the purpose of resolving the grievance.

(d) The Board shall, within five (5) days after such meeting, render its decision and the reasons therefore in writing to the aggrieved Employee, with a copy to the Union.

(e) If any of the Level One or Level Two meetings are scheduled during regular work hours, the aggrieved employee and their representative shall be released from work to attend the meeting without loss of pay.

Level Three - Arbitration

(a) If the aggrieved Employee is not satisfied with the disposition of his/her grievance at Level Three, he/she may, within three (3) days after the decision, or within six (6) days after the Board meeting, request in writing to the president of the Union that his/her grievance be submitted to arbitration.

(b) The Union may, within five (5) days after receipt of such request, submit the grievance to arbitration by so notifying the Board in writing.

(c) The parties agree that the Connecticut State Board of Mediation and Arbitration shall hear the grievance, unless the grievance concerns the following: disputes: disciplinary suspensions without pay and/or termination of employment, reduction in force, job vacancies, and/or job transfers. In such cases, the parties shall select the American Arbitration Association to hear the grievance.

(d) The parties shall share the arbitration filing fee equally when filed with either the Connecticut State Board of Mediation and Arbitration or the American Arbitration Association.

(e) The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement.

Article 6 No Lockout or Strike

There shall be no strike, slowdown, suspension, sick-out, or any other individual or concerted interference with the operation in any part of the work the Board's operation by the Union or any of its individual employees, nor shall there be any lockout by the

Board in any part of the Board's operation. Any employee who engages in such activity shall be subjected to disciplinary action, up to and including discharge.

Article 7

Appointments, Assignments and Transfers

A. Vacancies

1. A vacancy shall occur whenever an existing employee exits a position that the Board, in its sole discretion, determines to fill or whenever a new position is created.
2. Employees shall be selected on the basis of his/her training, experience, skill set, and references. Whenever qualifications are relatively equal, as solely determined by the Superintendent of Schools, seniority shall be the deciding factor with respect to the filling of vacancies. In any arbitration, the arbitrator shall not substitute their judgment for that of the Superintendent in applying the relevant standards for qualifications unless the Superintendent can be shown to have acted arbitrarily or capriciously. The Board shall send written notification of bargaining unit position vacancies to the Union President.
3. The Board shall post all bargaining unit position vacancies in each school building and via the district website, with a copy of the posting sent to the Union President. Said postings shall contain a description of the position, the wage rate, and the educational requirements for the position as may be required by law. Positions shall be posted, both internally and externally, for a period of at least five business days.
4. At the time of appointment, bargaining unit members shall be paid at the appropriate step on the salary schedule as determined by the Board. The Union President shall receive a copy of all appointment letters.

B. Transfers

Employee transfers, both voluntary and involuntary, shall be made at the discretion of the Superintendent or his/her designee based upon the required job qualifications, the best educational interests of the District and employee satisfactory past performance and requisite skill set.

- C. Bargaining unit employees may request a transfer subject to section B above.

D. Assignments

The Board will make every effort to notify members of their assignments by August 15th of each school year. This notification shall include school assignment and hours of work. The Union acknowledges that assignments are subject to change throughout the school year, at the discretion of the Administration.

Article 8
Hours of Work

- A. The normal work week shall be Monday through Friday. Any employee working more than forty (40) hours per week shall be paid overtime at one and one-half (1 ½) times his or her regular rate of pay. All overtime work shall be subject to approval by the Superintendent or designee.
- B. An employee will be notified of any temporary change in the existing starting and ending times for an employee's work day at least 24 hours in advance where possible.
- C. An employee will be notified of any permanent change in the existing starting and ending times for an employee's work day ten (10) calendar days in advance, where possible.
- D. In the event of a delayed opening or early dismissal because of inclement weather, employees shall be paid their normal day's pay.
- E. The work year shall consist of the student school year plus one-half day on school convocation day. In addition, the Administration may schedule up to three (3) days of professional development as scheduled by the Board. If the school year is reduced or increased by action of the Board, an appropriate pro rata wage adjustment will be made.
- F. The Board shall pay for all professional development trainings/workshops that the Board requires employees to attend.

Article 9
Seniority

- A. Seniority shall be deemed broken by voluntary resignation, termination, unauthorized leave of absence, and failure to return on recall from layoff provided there is adequate notice given.
- B. Newly hired employees shall serve a probationary period of ninety (90) calendar days during which period they shall attain no seniority rights under this Agreement but shall be subject to all other provisions. Probationary employees may be discharged at the will of the Board, and no such action shall be subject to the grievance procedure of this Agreement.
- C. Upon successful completion of the probationary period, seniority shall accrue retroactive to the date of hire.

Article 10
Reduction in Force

In order to effectuate an orderly process for reduction in force should the Board eliminate positions in the bargaining unit, the parties agree on the following:

1. The Board may create and eliminate positions in accordance with its statutory authority.
2. There shall be one seniority list but four classifications of employees for purposes of reduction in force, ranked below from highest to lowest. The categories shall be as follows:

Job Coaches
Registered Behavior Technicians
Teaching Assistants
Instructional Assistants/Paraprofessionals

3. Within each of these categories, should it be necessary to terminate employee contracts because of reduction in force, the following procedures shall apply:
4. Employees shall be laid off in inverse order of seniority, and an employee scheduled for layoff may, if he/she desires, replace the least senior employee covered by this contract in an equal or lower job classification, provided the bumping employee is qualified to perform the work of the employee whom he/she bumps. The determination of qualifications shall be solely determined by the Superintendent of Schools. If the employee does not possess the qualifications to perform the work of the least senior employee, the employee scheduled for layoff may replace the next least senior employee whose work the employee is qualified to perform. In any arbitration, the arbitrator shall not substitute his/her judgment for that of the Superintendent in applying the relevant standards for qualifications unless the Superintendent can be shown to have acted arbitrarily or capriciously. Under no circumstances, may an employee bump into a position that would be deemed a promotion. For purposes of this section, a promotion shall be defined as a position with a higher wage classification.

Laid-off employees shall be recalled in inverse order of layoff provided the employee is qualified, as solely determined by the Superintendent to perform the work available. In any arbitration, the arbitrator shall not substitute his/her judgment for that of the Superintendent in applying the relevant standards for qualifications unless the Superintendent can be shown to have acted arbitrarily or capriciously.

5. Employees will be eligible for recall for eighteen (18) months, provided the following conditions are met:

Failure to respond, by certified mail, return receipt requested, within seven (7) calendar days' notice of a job opening by a person on the recall list shall result in that person being dropped from the recall list.

An employee who declines an offer of a position shall be dropped from the recall list.

An employee on the recall list shall be responsible for keeping the Board informed of his/her current address. Notice of openings will be sent certified mail, return receipt requested, to the most recent address provided by the employee.

If an employee is unable to return to work on the day the opening is to be filled, due to a short term medical condition, the Superintendent may elect to extend the employee's recall timeline or ask that the employee provide documentation from a medical doctor in order to decline the job offer and still remain on the recall list for any remainder of the original eighteen (18) month recall period or any extension as determined by the Superintendent.

6. Seniority for purposes of this Section shall be determined as follows. A system-wide list shall be developed and approved by April 1 of each year and made applicable at that time. Seniority shall be based on continuous length of service based upon the original date of commencement of employment as an employee in the school system, except that where identical dates may exist, then the date of appointment or the date the employee signed the contract shall be determinative, in that sequence. In the case a conflict still exists, the Board shall determine which employee shall be laid off.

Service time shall be defined to include not just actual service in the system but also time on sick leave, on maternity leave, and on other authorized leaves of absence from the system, including time spent on lay off. All other interrupted time outside the school system shall be considered non-service time.

Article 11
Discipline and Discharge

- A. No employee shall be disciplined except for just cause.
- B. In the normal course, discipline shall be progressive and follow this order:
 - a. Verbal Warning
 - b. Written Warning
 - c. Suspension
 - d. Discharge

Notwithstanding the foregoing, serious misconduct shall be grounds for immediate suspension or discharge. Further, any of the above steps may be omitted depending on the severity of the violation.

Article 12
Leave Provisions

A. Sick Leave

All employees shall be granted a maximum of ten (10) workday absences without loss of wages annually because of personal illness. Sick leave may be taken in half day or full day increments. Unused sick leave may be accumulated from year to year of continuous employment to a maximum of ninety (90) workdays. Unused sick leave shall not be paid upon separation from employment.

B. Personal Leave

Employees shall receive three (3) personal days per year. Requests for personal leave must be submitted electronically through District provided software at least 48 hours in advance, barring extenuating circumstances. Days will be granted without reason provided they are not to be used for vacation, or the day immediately prior to or after a holiday or school vacation.

C. Bereavement Leave

Each employee shall be entitled to be absent with full pay not to exceed five (5) days for the death of a spouse, child/stepchild, grandchild, parent/stepparent, brother, sister, or parent of a current spouse. For the death of other members of the immediate family, this absence shall not exceed more than three (3) days. Members of immediate family include grandparents, aunts, uncles, a sibling of a current spouse or any relative whom resides in the employee's household. Additional days may be applied for in exceptional circumstances to the Superintendent of Schools.

D. Maternity/Paternity Leave

Employees shall be eligible for maternity/paternity leave in accordance with state and federal law. Such leave shall be administered in accordance with all applicable state and federal statutes and regulations.

- a. Upon the recommendation of the Superintendent and with the approval of the Board, employees may be granted extended leaves of absence without pay for the purpose of child rearing. Employees requesting this leave may take this leave for any school year, or portion thereof in which a child is born, adopted, or fostered, and for an additional school year, or part thereof, if the employee so requests. Employees returning from this leave will return only at the beginning of their school's quarter or semester. Requests must be submitted in writing to the Superintendent at least thirty (30) days before the leave commences.
- b. Employees on leave may purchase at their expense any or all of the health insurance benefits provided in Article 16. While on leave, the employee's seniority and other accrued benefits will not be reduced but neither will they accrue.
- c. The Board may count this leave towards fulfilling its obligations under the Family Medical Leave Act (FMLA) to the extent permitted by law.
- d. If an employee on an extended child-rearing leave notifies the Superintendent of Schools, in writing, on or before March 1 of their desire to return the following school year, the employee will be returned to active employment at the commencement of the school year. If the Superintendent or designee does not receive notice by March 1, the Superintendent shall send the employee a certified mail letter asking whether the employee intends to return to his/her position. Said certified letter shall be sent on or before March 14th. An employee's failure to respond to the inquiry from the Superintendent of Schools or designee by April 1st pertaining to the employee's intent to return shall be considered a resignation of employment.
- e. While an employee is on FMLA qualifying leave associated with child-rearing, adoption and/or foster placement, they shall be required to utilize paid leave, to the extent such leave is available, first by utilizing accrued personal leave, and then by utilizing accrued paid sick leave, up to 90 consecutive days. Thereafter, any such leave shall be unpaid.

E. General Leave

- a. Upon the recommendation of the Superintendent and with the approval of the Board, employees may be granted extended leaves of absence without pay

for up to one year. Employees returning from this leave will return only at the beginning of their school's quarter or semester. Requests must be submitted in writing to the Superintendent at least thirty (30) days before the leave commences.

- b. While on leave employees may purchase at their own expense any or all of the health insurance benefits provided under Article 16. While on leave, the employee's seniority and other accrued benefits will not be reduced but neither will they accrue.
- c. If this leave or any portion thereof qualifies as leave under the Family Medical Leave Act (FMLA) the Board may count this leave time towards its obligations under the FMLA. If this leave or any portion thereof qualifies as leave under the Family Medical Leave Act (FMLA), employees who are enrolled in the Board's health insurance plan shall be responsible for their insurance premium contribution percentages.
- d. If an employee on a general leave notifies the Superintendent of Schools, in writing, on or before March 1 of their desire to return the following school year, the employee will be returned to active employment at the commencement of the school year. If the Superintendent or designee does not receive notice by March 1, the Superintendent shall send the employee a certified mail letter asking whether the employee intends to return to their position. Said certified letter shall be sent on or before March 14th. An employee's failure to respond to an inquiry from the Superintendent of Schools or designee by April 1st pertaining to the employee's intent to return shall be considered a resignation of employment.

F. Sick Leave Bank

Purpose – To provide employees with additional paid sick leave when such employees have exhausted sick leave due to their personal catastrophic illness or injury or combination thereof, and have provided competent and timely medical certification of said catastrophic illness or injury or combination thereof. Catastrophic illness shall be construed as severe physical or mental illness requiring prolonged hospitalization or recovery. Examples include, but are not limited to; coma, cancer, leukemia, heart attack and/or stroke.

Enrollment in the sick leave bank:

- a. Membership in the sick leave bank is voluntary on the part of an employee once said employee has completed four (4) years of service in East Lyme.
- b. Employees who are eligible to participate shall notify the Business Office in writing by May 31 of the school year preceding their enrollment.

- c. Employees who choose to participate in the bank shall be automatically re-enrolled.
- d. Each employee enrolling in the bank will donate one (1) day of sick leave to the bank annually until the bank is built up to approximately two hundred forty (240) days. No more days will be added until the bank is depleted to ninety (90) days. The bank will be built up to two hundred and forty (240) days again and the process repeated. Newly eligible employees shall be permitted to join the sick leave bank by donating one (1) day, even if the bank exceeds two hundred and forty (240) days.
- e. Employees withdrawing sick leave days from the sick leave bank will not have to replace these days except as a regular contributing employee of the bank.
- f. If an employee chooses to opt out of the sick leave bank, they must notify Business Office in writing by May 31 of the school year preceding their withdrawal from the sick leave bank.
- g. An employee who withdraws from membership in the sick leave bank will forfeit the contributed days. The days not used in the bank are not considered to have any monetary value.

Procedure for requesting sick leave bank assistance:

- a. An employee fitting the criteria set forth above notifies the Business Office in writing requesting a specified number of days from the sick leave bank and providing medical documentation of the employee's personal catastrophic illness or injury or combination thereof.
- b. Upon the receipt of a request from an employee for days from the sick leave bank, the Sick Leave Bank Committee shall be formed, as described below, and shall use the following criteria to determine eligibility of an employee to receive donations and to determine the number of days to be allocated from the sick leave bank:
 - i. An employee must have a catastrophic illness or injury or combination thereof, diagnosed by a physician, and must provide timely and competent medical certification of the catastrophic illness or injury or combination thereof.
 - ii. An employee must have exhausted all accumulated paid leave.
 - iii. An employee seeking to access the sick leave bank shall not be entitled to any other paid leave, remuneration from disability payments, workers' compensation, and/or other such benefits, or have any application for such benefits pending.

- iv. An employee receiving an allocation of days from the bank must continue to pay for his/her portion of the health insurance premium.
- v. An employee shall not be eligible for any paid sick leave from the Sick Leave Bank if they have or will seek relief in any state or federal court or personal injury mediation and/or arbitration process or other civil proceeding.

Administration of the sick leave bank:

- a. The sick leave bank shall be administered by a five (5) employee committee, two (2) employees chosen by the Superintendent of Schools, and two (2) employees chosen by the Union. The Superintendent will be the fifth member. Each request for paid sick leave from the sick leave bank shall be decided by the Sick Leave Bank Committee on the merits of the individual request. Action of the Sick Leave Bank Committee shall be by majority vote. The Sick Leave Bank Committee may reserve days in the bank, and prorate the allocation of such days in the event that more requests are approved than days available in the bank.
- b. The Board of Education shall not be required to pay out more than ninety (90) days from the sick leave bank during any one (1) school year.
- c. Those employees not contributing to the sick leave bank shall not participate in it.
- d. The decisions of the Sick Leave Bank Committee are neither grievable nor arbitrable.

G. Accountability of Time

Employees must document all absences. All absences shall be documented as sick, personal or other authorized contractual leave time (e.g., FMLA). Employees may not take an unpaid day in lieu of sick, personal or other authorized contractual leave time.

**Article 13
Holidays**

All employees shall receive Christmas day as an annual paid holiday. Effective July 1, 2023, Thanksgiving Day will be added to the holiday schedule as an annual paid holiday.

**Article 14
Resignations**

A signed written notice of resignation must be filed with the Superintendent of Schools at least two (2) weeks in advance of the separation. The notice shall include a statement of

reasons and the effective date of resignation. The Superintendent has discretion to grant exceptions to the notice requirements.

Article 15
Access To Personnel File

Each employee shall be allowed access to their personnel file by appointment with the Superintendent or designee provided a written request is filed with the Superintendent's office and the employee exercises such right during non-working hours.

Article 16
Insurance Benefits

A. Employees who work thirty (30) hours or more per week shall be eligible to enroll in the Board's insurance program. Employees shall be eligible for single coverage only.

B. Subject to the conditions set forth below, the Board shall offer each eligible bargaining unit member the opportunity to participate in the Connecticut State Partnership Plan 2.0 (SPP) for medical benefits. The medical benefits shall be as set forth in the SPP 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.
 - All eligible employees shall pay 19% of the premium cost, and the Board shall pay 81% of such cost. Notwithstanding, the Board shall continue to monitor the affordability standard set by the Affordable Care Act to maintain compliance at all times.

Two person and/or dependent care coverage shall be made available to any employee at 100% cost to the employee. Employee premium share contributions shall be made pursuant to an I.R.C. Section 125 Plan (pre-tax contribution) implemented by the Board.

- 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 Board. 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 Board or the Association may reopen negotiations in accordance with Conn. Gen. Stat. Section 7-473c(b)(1) as to the sole issue of medical benefits, including plan design and plan funding, premium cost share and/or introduction of a replacement medical benefits plan 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 in the State's collective bargaining agreement with SEBAC, if such modifications would substantially increase the cost of the medical benefits plan offered herein. Reopener negotiations shall be limited to medical benefits plan design and funding, premium cost share and/or introduction of an additional optional medical benefits plan; 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 Board, any of which amendments, changes, fees or charges (individually or collectively) would substantially increase the cost of the medical benefits plan offered herein. Reopener negotiations shall be limited to medical benefits plan design and funding, premium cost share and/or introduction of an additional medical benefits plan; and/or
 - iii) If the cost of medical benefits 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 benefits plan offered herein. Reopener negotiations shall be limited to medical benefits plan design and funding, premium cost share and/or introduction of an additional medical benefits plan.

- d. In any negotiations triggered under subparagraph c above as well as negotiations for a successor to the current collective bargaining agreement, the parties shall consider the following factors:
- Trends in medical insurance plan design outside of the SPP;
 - The costs of different plan designs, including a high deductible health plan structure and a PPO plan structure.

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

C. Insurance Waiver. Any eligible employee as defined in Section A above, hired on or before June 30, 2020, may waive their right to receive coverage under the Board's medical insurance plan. Such employees shall be entitled to a waiver payment in the amount of One Thousand Four Hundred Twenty-Five Dollars (\$1,425.00), pro-rated for any partial year of service. This waiver shall not apply to employees hired on or after July 1, 2020. All waiver payments shall be paid by June 30th.

D. Life Insurance. The Board shall provide group life insurance for employees working thirty (30) hours or more in the amount of forty thousand dollars (\$40,000.00).

E. FSA. The Board shall make a Flexible Spending Account (FSA) option available to all employee, to the extent permitted by law.

F. Dental Insurance. The Board will provide, for employees only, coverage under the Full Service Dental Plan (Basic) including Rider A. Employees may purchase the dental plan for members of their family at their own expense.

Article 17

Wages

A. The Board and the Union agree that the hourly rates to be received by each position shall be reflected in the wage schedules set forth in Appendix A.

B. The parties recognize that all employees covered under this Agreement are hourly employees. Notwithstanding that acknowledgement, in accordance with Conn. Gen. Stat. § 31-71b, as amended, employees who were hired on or before June 30, 2020 shall be paid their salary in twenty-two (22) payments annually. Employees who were hired on or after July 1, 2020, shall not have the option of twenty-two (22) payments and shall be paid at their regular straight time hourly rates of pay for all hours worked.

C. All employees shall be paid via direct deposit.

D. Differential for Specialized Job Assignments/Training

Employees who, as part of their normal duties, (1) work with a student(s) requiring consistent, daily and pervasive personal hygiene care outside of what is developmentally appropriate for the student, and/or (2) work with a student(s) needing at least fifteen (15) hours per week of applied behavioral analysis (ABA) and/or (3) perform work that requires the daily recording and monitoring of student behavioral data, shall receive a differential of three dollars \$3.00 per hour in addition to their normal hourly rate of pay. For the purposes of this provision, personal hygiene is defined as toileting, feeding, and/or oral manipulation. The differential shall not be paid for performing such duties on an intermittent, temporary basis due to the absence of a unit member.

The Director of Student Services shall determine which employees are eligible for this differential. The Director of Student Services shall also determine the training requirements necessary for receiving the differential set forth above. Employees who successfully complete such training shall be eligible for the differential set forth above. However, no employee trained in ABA, or other training deemed relevant by the Director of Student Services, who refuses to accept an assignment to a student(s) requiring ABA, or other behavioral related services, shall receive a differential under this provision.

E. TSA. The Board shall make available a tax deferred annuity plan chosen by the Board. Employees may choose to participate in such tax-deferred annuity plan via payroll deductions. There shall be no Board contribution to any such plan.

F. Subject to annual appropriations, members shall be provided with 100% tuition allowance for a maximum of twelve (12) credit hours per year, per member, to maximum district wide expenditure of \$10,000. To qualify for tuition allowance, courses must receive prior approval of the Superintendent and be completed with a grade of "B" or better. Should the approved requests for tuition reimbursement exceed the funds available, each member will receive a pro-rata payment of available funds. Reimbursements shall be paid in October of the fiscal year that follows the fiscal year in which the course work was approved and completed. For example, if the approved course work is completed in May of 2023 (fiscal year 2023), the reimbursement shall be paid in October of 2023 (fiscal year 2024).

**Article 18
Workers' Compensation**

Workers' compensation payments shall be made in accordance with state law.

Article 19
Savings Clause

If any provision or any portion of this Agreement is ultimately ruled invalid for any reason by an authority of established and competent legal jurisdiction, the balance and the remainder of the Agreement shall remain in full force and effect.

Article 20
Duration/Complete Agreement

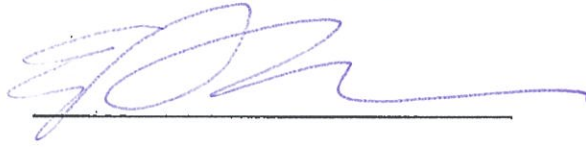
The provisions of this Agreement shall be effective upon ratification by both parties and shall continue and remain in full force and effect to and including June 30, 2025.

This Agreement constitutes the full and complete agreement between the parties on all negotiable issues. This Agreement shall not be altered, amended, or changed except in writing, signed by both the Board and the Union, which amendment shall be appended hereto. Except where the Board proposes a substantial change in conditions of employment or is otherwise obligated to negotiate over any related impact neither party shall be required to negotiate on any issue whether or not covered herein. Any required negotiations shall be in accordance with the provisions of the Municipal Employee Relations Act, Conn. Gen. Stat. 7-467 et seq. (the "Act"). The parties hereby acknowledge that there are no outstanding verbal or written side agreements regarding conditions of employment.

IN WITNESS WHEREOF, THE PARTIES HEREUUNTO CAUSE THESE PRESENTS TO BE EXECUTED BY THEIR PROPER OFFICERS, HEREUNTO DULY AUTHORIZED, AS OF THE DATE AND YEAR FIRST ABOVE WRITTEN.

EAST LYME BOARD OF EDUCATION

Date: 5/2/2022



President
Board of Education

AFSCME, LOCAL 1250

Date: 4/13/22



President

Date: 4/13/2022



AFSCME Representative

APPENDIX A

2022-23

Step	Instructional Assistant	Teaching Assistant	Job Coaches	Registered Behavior Tech
1				
2				
3				
4				
5				
6	16.00	18.84	21.84	21.84
7	16.40	19.31	22.31	22.31
8	16.75	19.79	22.79	22.79
9	17.15	20.26	23.26	23.26
10	18.55	20.75	23.75	23.75
11		21.01	24.01	24.01
12		21.53	24.53	24.53
13		22.16	25.06	25.06
14		24.66	27.93	27.93

Effective July 1, 2022, eligible employees shall move up one step on the wage schedule. Employees on top step **only** shall receive a twenty-five cent (0.25) plus a two and three quarter percent (2.75%) general wage increase effective July 1, 2022 as set forth above.

2023-24

Step	Instructional Assistant	Teaching Assistant	Job Coaches	Registered Behavior Tech
1				
2				
3				
4				
5				
6	16.00	18.84	21.84	21.84
7	16.40	19.31	22.31	22.31
8	16.75	19.79	22.79	22.79
9	17.15	20.26	23.26	23.26
10	19.06	20.75	23.75	23.75
11		21.01	24.01	24.01
12		21.53	24.53	24.53
13		22.16	25.06	25.06
14		25.34	28.70	28.70

Effective July 1, 2023, eligible employees shall move up one step on the wage schedule. Employees on top step **only** shall receive a two and three-quarter percent (2.75%) general wage increase effective July 1, 2023 as set forth above.

2024-25

Step	Instructional Assistant	Teaching Assistant	Job Coaches	Registered Behavior Tech
1				
2				
3				
4				
5				
6	16.00	18.84	21.84	21.84
7	16.40	19.31	22.31	22.31
8	16.75	19.79	22.79	22.79
9	17.15	20.26	23.26	23.26
10	19.58	20.75	23.75	23.75
11		21.01	24.01	24.01
12		21.53	24.53	24.53
13		22.16	25.06	25.06
14		26.03	29.48	29.48

Effective July 1, 2024, eligible employees shall move up one step on the wage schedule. Employees on top step only shall receive a two and three-quarter percent (2.75%) general wage increase effective July 1, 2024 as set forth above.