AFT Connecticut
A Union of Professionals

COLLECTIVE BARGAINING AGREEMENT

between

NEW LONDON BOARD OF EDUCATION

and

NEW LONDON FEDERATION

OF

NON-CERTIFIED PERSONNEL

July 1, 2024, through June 30, 2027

UNITED IN EXCELLENCE

NEW LONDON
PUBLIC SCHOOLS

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PREAMBLE

This Agreement is entered into by and between the New London Board of Education, hereinafter referred to as the "Employer" or the "Board," and the New London Federation of Non-Certified Personnel working for the New London Public Schools systems, hereinafter referred to as the "Federation," in order to increase a harmonious relationship between the Board of Education and its employees and to promote the morale, equal rights and well-being and security of its employees.

ARTICLE I
RECOGNITION

1.0 The New London Board of Education and AFT-CT, AFT, AFL-CIO mutually agree that the following groups of classifications constitute a unit appropriate for the purposes of collective bargaining with respect to wages, hours and other conditions of employment, within the meaning of §7-4 71 (3) of the Municipal Employee Relations Act. Those classifications are as follows: All 12 month and 10-month (full and regular part-time) Board Hired Paraeducators, Paraeducators (1,2,3), Long Term Sub Paraeducators, Climate Control Specialist, Special Education Paraeducators Special Education Teacher Assistants, Regular Teacher Assistants, Teacher Assistants, Teacher Aide, Education Assistants, Bilingual Tutors (including ESL Tutors), Cafeteria workers, cooks, dishwashers, and drivers.

ARTICLE II
NEGOTIATIONS

2.0 Negotiations between the Board and the Federation shall commence at least one hundred twenty (120) days preceding the expiration of this Agreement. During such negotiations, the parties agree to negotiate in good faith to secure a successor agreement relative to wages, hours and other conditions of employment.

2.1 During the period of negotiations proceedings, the Board and the Federation shall make available to each other for inspection such pertinent records and information as are necessary for negotiations.

2.2 If the negotiations described in this article have reached an impasse, the parties agree to follow applicable procedures contained in the Connecticut General Statutes.

2.3 It is agreed that the employees in the unit described in Article I above shall be considered a separate entity for purposes of negotiations. Negotiations shall not be contingent on those benefits granted to other units designated as bargaining agents of the Board but shall be based on the merits and needs of the Federation.

2.4 If negotiation meetings between the Board and Federation are scheduled by agreement during a school day, the representatives of the Federation shall be relieved from all regular duties without loss of pay as necessary in order to permit their participation in such meetings.

2.5 For the duration of this Agreement, items shall continue and remain in effect without revision or addenda for the life of the contract, except as both parties to the Agreement mutually consent otherwise or except as discussion is part of the formal negotiation period for settling on a successor contract.

2.6 Any additional agreement reached shall be reduced to writing, shall be signed by the President of the Board and the President of the Federation, and shall be an addendum to this Agreement.

ARTICLE III
GRIEVANCE PROCEDURE

3.0 A grievance is a claim of a staff member, a group of staff members, or the Federation which concerns any alleged violation of any provisions of this Agreement and/or which concerns the interpretation, meaning or application of any provision of this Agreement.

3.1 An "aggrieved person" is the person or persons or Federation making the claim.

3.2 A "party in interest" is the person or persons including the Federation, making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

3.3 When an administrative directive allegedly presents a cause for grievance, it will meanwhile be in effect until the grievance is settled.

3.4 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may from time to time arise. Both parties agree that at any level these proceedings shall be kept as informal and confidential as may be appropriate.

3.5 The term “days”, except where otherwise indicated, means working school days.

3.6 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level hereinafter specified should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. Decisions rendered at all levels of the grievance procedure shall be in writing setting forth the decision and the reasons, therefore, and shall be transmitted promptly to all parties in interest and to the President or representative of the Federation and the Superintendent of Schools.

3.7 Informal Procedure – The parties both agree that the resolution of a grievance should, to the extent possible, be handled informally. Therefore, if an employee feels that they may have a grievance, the matter shall first be discussed informally with the Principal or immediate supervisor in an effort to resolve the concern. If, after such informal discussion, the employee is not satisfied

with the attempt to resolve the concern, they shall have the right to file a formal grievance in writing within ten (10) days of the meeting for the informal discussion.

3.8 LEVEL ONE

Employee to Principal or immediate supervisor. Within ten (10) days of the occurrence which gives rise to the grievance or the last informal discussion, a written statement of the grievance must be presented to the principal, or, if not supervised by the principal, with the immediate supervisor. The matter shall be discussed and a decision rendered, in writing, within ten (10) days of receipt of the grievance.

3.9 LEVEL TWO

Employee to Superintendent of Schools or their designee. If the grieving party is not satisfied with the disposition of the grievance at Level One, the written grievance may be presented to the Superintendent of Schools or their designee within ten (10) days of the receipt of the decision at Level One. The Superintendent of Schools or their designee shall arrange a meeting with the grievant and/or their representative to attempt to resolve the grievance. Other administrative representatives may attend. In the event the grievance is not resolved because of the meeting, the Superintendent of Schools or their designee shall render a decision in writing within ten (10) days thereafter.

3.10 LEVEL THREE

Employee to Board of Education. If the grieving party is not satisfied with the disposition of the grievance at Level Two, the grieving party may appeal the decision to Level Three by submitting the grievance to the Board of Education within ten (10) days following receipt of the decision from the Superintendent of Schools. The Board of Education or its designated committee shall arrange a meeting with the grievant and/or their representative within fifteen (15) days following receipt of the grievance in an attempt to resolve the grievance. The Superintendent or other administrative representatives may be in attendance. In the event the grievance is not resolved because of the meeting, the Board of Education or its designated committee shall render a decision in writing within ten (10) days thereafter.

3.11 LEVEL FOUR

Impartial arbitration. In the event that the aggrieved party is not satisfied with the disposition of their grievance at Level Three, or in the event no decision has been rendered within fifteen (15) days, the President of the Federation may submit the grievance to arbitration to the state board of mediation in accordance with its rules and regulations. The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses shall be borne equally by the Board and the Federation

3.12 At any level, the employee may be represented by representatives of the Federation.

3.13 No reprisals, threats, or adverse personnel action shall be made or taken against any employee by the Board, its Administrators, and other supervisory employees or the Federation

because of participation or lack of participation in the grievance procedure or consideration of such conduct, or because of the support of any participants thereto.

3.14 The Federation President or staff representative reserves the right to be present at all levels of the grievance procedure.

3.15 Only the Federation shall have the right to request arbitration.

3.16 If, in the judgment of the Federation President, a grievance affects a group or class of employees, the President of the Federation may submit such grievance in writing to the Superintendent of Schools or their designee and the processing of such grievance shall commence at Level Two.

ARTICLE IV
SALARIES

4.0 Effective and retroactive to July 1, 2024, a general wage increase of 2.0%, then an additional $1.00 per hour for all current employees (employees on payroll as of June 30, 2024).

Effective July 1, 2025, a general wage increase of 2.5% for all members

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Effective July 1, 2026, a general wage increase of 2.5% for all members.

Additional four (4) days' pay to be added to Board Hired Paras' annual pay effective July 1, 2024.

4.1 Members receiving longevity effective upon ratification shall continue to receive longevity in the manner in which it is currently allocated.

4.2 All employees who are currently enrolled in the 401A and or City Pension shall continue to be eligible for said benefit(s).

4.3 All wage payments will be made bi-weekly via direct deposit to members of the Union.

4.4 Bilingual Tutors will have 3 levels:

- Certification as a teacher or Masters Degree
- Bachelors Degree
- Associates Degree or a successful completion of provided assessment

NOTE: Must have the degree to qualify for new hires, not just the equivalent credits. No bilingual tutor hired prior to July 1, 2021 will lose money as a result of the accreditation level.

ARTICLE V
WORKING CONDITIONS

VACANCIES

5.0 Applicants for vacancies or new positions shall be selected on the basis of training, experience, references, interview, compatibility and demonstrated competency (as by examination) and skills as specified in the job description. Vacancies shall be announced at least ten (10) days in advance of being posted or advertised outside of the bargaining unit. Where the Employer determines that an existing employee-applicant is qualified as provided above the most senior qualified employee shall be awarded the position. Transfers within the system should be proposed to the employee by the Superintendent as soon as possible before the transfer is made, and the employee should be given the opportunity to voice an opinion. Seniority is to be considered in grades or classification.

5.1 At the time of the first appointment, new employees shall be granted credit for prior experience. When promoted or transferred from one salary group classification to a higher salary group classification, the staff member will be placed at a wage rate which is closest to the current wage rate but provides for an increase or as is agreed to by the Federation and Administration.

5.2 Whenever an opportunity for a transfer occurs during the school year for a permanent position as a result of a vacancy or if new openings occur, a notice of such opening shall be posted via the Board of Education Web Site and on the bulletin boards in each school and a copy sent to the Federation. A temporary position of one year or less is not required to be posted unless the position is still in existence at the beginning of the next school year at which time the job shall be posted and considered a vacancy.

5.3 Such posting shall be for a period of not less than five (5) calendar days. Job postings shall be emailed to employees in a timely fashion. Laid off employees shall be placed in vacant position before the hiring of any external candidates.

INVOLUNTARY TRANSFERS

5.4 Before an involuntary transfer, from building to building, lasting more than thirty (30) calendar days is made, the Employer will first seek volunteers. The Employer will not involuntarily transfer an employee if there is a qualified volunteer (i.e., skills, training, demonstrated experience). For involuntary transfers, from building to building, lasting thirty (30) days or less, the Employer will make a reasonable effort to transfer employees who have expressed a desire to transfer before making an involuntary transfer.

5.5 When an involuntary transfer from building to building is necessary, the Employer will transfer the least senior qualified employee within the classification (i.e., skills, training, demonstrated experience). An involuntary transfer will not result in loss of pay, benefits, or scheduled hours. The transfer shall be made only after a meeting between the employee and a

designee of the Superintendent at which time the employee will be notified of the reasons for the transfer. The employee may have a Federation representative present at such a meeting.

5.6 Reassignments made within a building for five (5) days or less because of staff absences and requirements to prioritize coverage to ensure services and safety of students will not require a meeting.

SUMMER SCHOOL SESSIONS (Agreed includes Summer Meal Program)

5.7 Summer hiring for Food Service workers shall be based on performance, evaluations, and attendance. Summer hiring for all other classifications shall be based on vacancies, district needs and qualifications.

HOURS OF WORK

5.8 The normal workday shall vary based on the classification hired. All classifications that work greater than 7.0 hours shall receive an unpaid duty-free ½ hour lunch break. All employees working in the cafeteria upon ratification shall be entitled to a paid 30-minute lunch break. All employees working in the cafeteria after ratification shall be entitled to a 30-minute unpaid lunch. In the event it becomes necessary to change the normal daily work schedule in any school or Board- operated building affecting employees within the bargaining unit, the Federation shall be notified no less than 2 weeks prior to the change and the reasons.

5.8 (A) The standard work week for paraeducators shall be thirty-five (35) hours with a thirty (30) minute unpaid lunch break within the standard workday. The Board shall ensure there is scheduled coverage so that employees can take a lunch break.

5.9 Prior approval by the Superintendent of Schools or their designee is required for all hours to be worked by an employee beyond their normal schedule and for all hours worked over forty (40) in a given week.

5.10 If an employee is required to perform work out of their job description due to absence of an employee in a higher classification for a period of (10) consecutive workdays or more in a fiscal year, that employee shall be paid at the rate of the higher classification commencing on the eleventh (11th) workday.

5.11 **Employment Year:** The Federation recognizes that the employment year is not a mandatory subject of negotiation but can be determined by the Board unilaterally. The Board has determined that the base employment year shall be equal to that of the student calendar year. The Board may adjust the base employment work year accordingly. If the Board exercises such right, the Board and the Union will negotiate the impact of the adjusted year and agree employees will at least receive their normal pay rate pro-rated.

ARTICLE VI
LEAVES OF ABSENCE PAID AND UNPAID

6.0 Cafeteria workers are eligible to receive paid Holidays as noted:

- Labor Day
- Thanksgiving Day
- Christmas Day
- New Years Day
- Martin Luther King Day
- Good Friday
- Memorial Day
- Juneteenth (only if the holiday lands on a school day)
- Floating holiday to be used during a scheduled school break

Non Board-Hired Paras and Bilingual Tutors are eligible to receive up to six (6) paid holidays: Thanksgiving Day, Christmas Day, New Year's Day, Memorial Day, Juneteenth (only if the holiday lands on a school day), and a floating holiday to be used during a scheduled school break.

Those employees scheduled to work less than 35 hours will receive holiday prorated. To receive the holiday pay, employee must report to work the day before and day after unless approved by the Superintendent or designee.

6.1 All personnel governed by this contract are not required to report to work on a canceled school day. On delayed opening days, all personnel are expected to report to work by the time of the delayed opening for personnel except in the case of Food Service workers who shall report at their regularly scheduled time. In the event of unscheduled early dismissal due to inclement weather or other reasons, personnel shall remain at work until dismissed by the Superintendent or designee. Employees shall be paid for hours actually worked with the sole exception of Board-hired para-educators.

PAID SICK DAYS

6.2 All new employees, after successful completion of their probationary period (90 working days) shall be entitled to receive 5 sick leave days, retroactive to their start date. If the new employee's start date results in a partial work year, that new employee will receive pro-rated sick leave for the remainder of the year in which they complete their probationary status, calculated by dividing the remaining working days upon completion of their probationary period by the working year times 10. All employees shall be entitled to ten (10) sick days July 1 each year. Sick days shall be eligible to cumulate to ninety (90) days. Board hired para-educators shall receive 15 sick days per year, and may accumulate up to one hundred-fifty (150) days. Sick leave shall only be used in instances of illness, injury, or quarantine. Sick time is not personal or vacation time and shall be used accordingly.

6.3 After three (3) consecutive days of absence because of illness or in cases of suspected sick leave abuse, the staff member may be required to submit medical documentation.

6.4 Sick leave accumulation shall be listed on pay stubs or through payroll system with employee access.

6.5 In addition to the aforementioned leave, for Board Hired Para-Educators, each absence caused by illness in the immediate family (immediate family means those domiciled in the employee's home) up to and including five (5) days in any school year to take no deduction from salary. For all other employees, up to and including five (5) days of the ten (10) sick days allowed per year may be used for illness in the immediate family as defined herein.

BEREAVEMENT LEAVE

6.6 All bargaining unit employees are entitled to request and receive up to five (5) days bereavement leave in each year. Under unusual circumstances up to an additional five (5) days may be granted at the sole discretion of the Executive Director of Talent and Human Resources, charged to sick leave, if available.

Bereavement leave shall be granted upon request for the death of a member of the employee's immediate family, or immediate family of the spouse. For purposes of this article, immediate family is defined as spouse, parent, mother, father, mother-in-law, father-in-law, grandparent, child, sibling, step-child, grandchild, aunt or uncle or any other relative living in the household of the employee.

PARENTAL LEAVE

6.7 All Employees shall receive parental leave in conformity with state and federal laws, as may be amended from time-to-time.

FAMILY AND MEDICAL LEAVE

6.8 Employees shall be eligible for family and medical leave as provided by law. Accrued sick leave shall supplement the employee's pay during the family and medical leave period up to the amount of unused sick time to the extent required. The remainder of the family and medical leave period shall be unpaid.

JURY LEAVE

6.9 An employee who is called to jury duty shall be granted the necessary leave to fulfill this obligation and shall receive full wage during the period of such service, less the amount received by the court. If the law permits an exemption, and the staff member seeks that exemption, the District will support the request.

PERSONAL LEAVE DAYS

6.10 All employees who have completed their probationary period will be granted three (3) Personal Leave Day a year to use at the employee's discretion. In addition to being used 'at the employee's discretion,' personal leave days may be used for a snow day, holiday, professional development, or school vacation time. Leave days taken for Bereavement; Maternity; FMLA;

Religious Leave; Jury Duty; or Personal Leave would not count as an absence for the purposes of this Article.

Personal Leave Days must be scheduled and notice provided to the employee's supervisor no less than 48 hours in advance of the requested day, except in cases of an emergency or unforeseen events. Personal Leave Days cannot be combined to create an absence of more than one (1) consecutive day. Additionally, Personal Leave Days cannot be used to extend a planned school closure or in the last two weeks of school without the permission of the Executive Director of Talent and Human Resources. The number of employees in each category requesting to take Personal Leave on any particular day may be limited as there could be an impact on staffing as there are no substitutes provided for absences, provided the District will discuss with the union before limiting the number of employees using a Personal Leave Day.

Perfect attendance incentive: Employees with perfect attendance receive a $125 bonus at the end of each trimester. Employees are not eligible during their probationary period (90 working days).

- 1st day of the school year – November 30th will be paid out on the last payroll check in December
- December 1st – March 31st will be paid out on the last payroll check in April
- April 1st – last day of the school year will be paid out on the last payroll check in June

Additional annual incentive: Employees who use two or fewer personal days per school year (and have worked the entire school year) will receive an additional $100 incentive in June.

6.11 Employees may not take unpaid leave without prior approval by the Executive Director of Talent and Human Resources. Such leaves will only be granted for exigent circumstances, with permission at the sole discretion of the Executive Director. It is not appropriate to take unpaid leaves of absences for vacations, trips, or other such matters.

The employee shall provide confirmation of their planned return to work at the beginning of the leave or no later than two (2) weeks prior to their scheduled return date. If the leave is less than one month, the employee will be returned to the same position. If the leave is more than one month, the employee will be returned to the same position or a substantially similar position (if vacant) without loss of seniority. If there is no vacant position available, the employee will be considered laid off for purposes of Article 7.3 – Recall. There will be no loss of seniority if the unpaid leave of absence does not exceed half of the scheduled work year. If the unpaid leave exceeds half of the scheduled work year, the employee's seniority will freeze after half of the scheduled work year.

6.12 An employee who has exhausted their family and medical leave or does not qualify for family medical leave under law, may take an unpaid leave of absences for reasons that would be covered under family medical leave under law under the conditions in paragraph 6.8 above, provided such requests will not be unreasonably denied.

ARTICLE VII
SENIORITY

7.0 Seniority is determined by the total length of continuous employment with the New London Board of Education

7.1 Seniority shall be broken by:

(a) Voluntary resignation;

(b) Discharge for cause;

(c) Retirement;

(d) Layoff of more than eighteen (18) months.

REDUCTION IN FORCE

7.2 When it becomes necessary to reduce the number of employees in the bargaining unit, or the number of hours worked by members of the bargaining unit, the Board of Education shall determine the classification(s) to be affected by the reduction and the number of employees or hours to be reduced in the classification(s). Within the identified classification(s), employees will be laid off or have their hours reduced according to seniority, provided that the senior employee in the identified classification(s) is fully qualified (based on skills and training without the need for additional specialized training including but not limited to Medical, Braille, extended de-escalation) to perform the duties of a less senior employee within the classification(s). An employee laid off or who's hours were reduced within the identified classification(s) as provided above may bump a less senior employee in a lower classification, provided the senior employee is fully qualified to perform the work (based on skills and training without the need for additional specialized training including but not limited to Medical, Braille, extended de-escalation). For all layoff or reduction of hours and bumping purposes, unbroken bargaining unit seniority shall be used in the determination of seniority unless affected employees have identical unit seniority, in which case unbroken system-wide seniority shall be used.

Classification for purposes of this article shall be:

1. Paraeducators
2. Bilingual Tutors
3. Cafeteria Workers 4 classes (Food Service worker, Dishwasher, Driver, Cook)
4. For all others, the classifications noted for this article shall be consistent with those in the recognition clause.

RECALL

7.3 Any employee who is laid off or who's hours were reduced will automatically be placed on the recall list for a period of eighteen 18 months, provided the employee provides the Board with their mailing and email address, and shall update the Board with any changes in their mailing address and email during the period they are on the recall list, for:

(a) The job classification from which the employee was laid off or had their hours reduced from.

(b) Any other job classification for which the employee is qualified and such classification is at a pay grade equal to or lower than the job classification from which the employee was laid off or had their hours reduced from.

7.4 Newly hired employees shall be considered probationary for a period of (90) working days from the start of the date of hiring, excluding summer break unless extended in writing by mutual agreement of the parties. Such employee may be discharged at the will of the Board during the probationary period and such action of the Board shall not be subject to recourse by either the employee or the Union under the just cause, grievance or arbitration provisions of this agreement. The seniority date for employees will be established, after the successful completion of the probationary period, as the date hired into the bargaining unit.

ARTICLE VIII
INSURANCE COVERAGE

8.0 The Board of Education shall provide the following insurance for Board Hired Paraeducator bargaining unit members and their eligible dependents. All other employees scheduled to work 35 hours or more get single coverage at 25% employee cost share effective July 2021. Enrollment shall commence the 1st of the month following after 60 calendar days worked.

A. The health and dental insurance plan shall be the Connecticut State Partnership Plan.

B. Effective upon ratification, for employees receiving health insurance as of the date of contract ratification, the Board shall pay eighty-six (86%) and the employee shall pay fourteen (14 %) of the total cost of the health and dental insurance coverage for themselves and any eligible dependent. Effective July 1, 2025 the Board shall pay eighty-five and one half (85.5%) and the employee shall pay fourteen and one half percent (14.5%) of the total cost of health and dental insurance coverage for themselves and any eligible dependent. Effective July 1, 2026, the Board shall pay eighty-five (85%) and the employee shall pay fifteen (15%) of the total cost of health and dental insurance coverage for themselves and any eligible dependent.

8.1 For the Board Hired Paraeducator actively employed as of the date of contract ratification, the current practice of providing a stipend for not accepting the above insurance shall continue for the duration of the contract. No other position category shall be eligible.

Members of the bargaining unit who are eligible for insurance coverage under this section may voluntarily elect to waive such coverage, in whole or in part, provided that such waiver does not conflict with the rules, regulations, or requirements of the appropriate insurance carrier(s).

Members electing such a waiver shall receive cash payments from the New London Board of Education in an amount equal to 25% of the premium cost which would have been incurred by the Board on their behalf had the insurance not been waived.

To exercise this waiver option, members must apply in writing to the Superintendent of Schools or their designee, not later than June 20 in any year covered by this Agreement with such waiver to be effective the following September 1. All waiver applications must be completely voluntary on

the part of the staff member and must be accompanied by the signed waiver of coverage document acceptable to the Board of Education.

Members who elect the insurance waiver will receive quarterly cash payments from the Board of Education in September, November, February and May, during the period in which their waiver is in effect.

In the event a member who has obtained a voluntary waiver of insurance coverage pursuant to this section wishes to reinstate insurance for which they are eligible by revoking the waiver, there shall be an annual open enrollment window of May 20th through June 20th of each year. At this time the employee may choose to reinstate or waive their insurance for the following fiscal year commencing September 1.

There shall be no reinstatement other than the May 20th through June 20th period. However, there shall be no lapse of coverage if an employee rescinds their waiver due to:

- Coverage was waived by the employer because another group health insurance plan provided coverage for the employee; and
- Coverage is lost under that plan due to employment termination, death of spouse, divorce, or aged out of parents' plan; and
- The employee applied for coverage under this contract within thirty (30) days after the loss of coverage under the former plan.

All such reinstatements shall be subject to all requirements of the applicable carrier(s), including but not limited to, any mandatory waiting periods. This and all future language contained within this section shall conform with all applicable State and Federal COBRA laws.

8.2 **Change in Insurance Carrier:** The Board may provide insurance benefits required under this agreement through one or more insurance carriers other than those identified herein during the term of this Agreement, so long as the benefits provided by the new carrier are substantially equivalent to the existing coverage when viewed as a whole. Before any change is made, the board shall advise the Federation of the proposed change(s), and the Federation shall promptly review the matter and advise Board within two (2) weeks whether it accepts or objects to the proposed change(s). If the Federation objects to the proposed change(s), the Board may appeal the matter to expedited arbitration under the rules of the American Arbitration Association on the question as to whether the proposed new insurance coverage(s) provide benefits that are substantially equivalent to current benefits when viewed as a whole.

ARTICLE IX
FEDERATION SECURITY AND PAYROLL DEDUCTION

9.0 The employer shall honor employees' individually authorized deduction forms and make such deductions in the amounts certified by the Union for Union dues, assessments, or fees. Authorized deductions shall be irrevocable except as in accordance with the terms under which an employee voluntarily authorized said deductions. All monies shall be forwarded to the Federation monthly. Dues revocations are processed by the Federation. In the event that an employee revokes their dues, the Federation will notify the Board of Education after the close of the revocation period.

9.1 The Union shall indemnify and hold harmless the Board, its members, officers, agents and employees, in both their individual and official capacities, from and against any and all claims, demands, actions, complaints, suits, or forms of liability that shall arise out of, or by reason of action taken by the Board for the purposes of complying with the above payroll deduction provisions, or in reliance on any list, notice, certifications of deductions revocations.

9.2 When it is necessary, pursuant to Article III (Grievance Procedure), for the President of the Federation or other representative designated by the Federation to process a grievance or attend a grievance meeting or hearing during a school day, they shall, with the permission of their principal or immediate supervisor and upon notice to the Superintendent of Schools by the President of the Federation, be released without loss of pay or be penalized by using accrued leave time as necessary in order to permit participation in the foregoing activities. Any employee in the unit whose appearance in such investigations, meetings or hearings as a witness is necessary shall be accorded the same right. The Federation agrees that these rights shall not be abused.

9.3 **Union Conference or Training Leave:** Union officers will be granted up to a total of six unpaid days per year (with a maximum of three days for each of two officers) to attend Union conferences and conventions.

9.4 The Board of Education will inform the Union of all newly hired bargaining unit employees prior to the employee starting. Such notification will include the newly hired employee's name, position, budgeted hours, and location of work.

9.5 **Labor Management:** There shall be monthly labor management meetings outside of the normal workday of a committee consisting of members selected by the Superintendent and members selected by the Union. There shall be an agenda provided by the Union 48 hours in advance of the meeting.

ARTICLE X
JUST CAUSE

10.0 No employee who has successfully completed their probationary period will be discharged, disciplined, suspended, demoted or reduced in compensation without just cause. Any disciplinary action to a non-probationary employee, including discharge, may be appealed through the grievance procedure of this Agreement.

ARTICLE XI
PERSONAL INJURY BENEFITS

11.0 Employees shall be indemnified in accordance with Section 10-235 of the Connecticut General Statutes "from financial loss and expense, including legal fees and costs, if any, arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in accidental bodily injury to or death of any person, or in accidental damage to or destruction of

property, within or without the school building, or any other acts, including, but not limited to, infringement of any person's civil rights, resulting in any injury, which acts are not wanton, reckless or malicious, provided such employee, at the time of the acts resulting in such injury, damage or destruction, was acting in the discharge of their duties or within the scope of employment or under the direction of such board of education; provided that the provisions of this section shall not limit or otherwise affect application of section 4-165 concerning immunity from personal liability."

ARTICLE XII
SAVINGS CLAUSE

12.0 If any portion of this Agreement shall be held for any reason to be illegal, void or invalid, the validity of the remaining portions of this Agreement shall remain in effect.

ARTICLE XIII
MANAGEMENT RIGHTS

13.0 It is recognized that the Employer has and will continue to retain its rights, privileges, duties, obligations, and responsibilities to direct, promote and maintain the affairs of the Board of Education in all its various aspects subject to, and except as specifically modified or abridged by, the provisions of this Agreement including past practices.

ARTICLE XIV
MISCELLANEOUS

14.0 Newly hired employees shall be provided a copy of their specific job description.

14.1 The union shall have access to all bargaining unit job descriptions.

14.2 Only Food service workers shall be required to wear Board issued uniforms. The board will continue to provide five (5) shirts and reimbursement for a pair of shoes up to $50 per year.

RETIREMENT

14.3

(A) The Board shall make available a 403B Plan which shall be funded by employee contributions made by voluntary deductions.

(B) Employees who do not currently qualify for 401a/ICMA Pension Plan, or the City of New London Pension Plan shall have the following option:

1. The District will match 100% of the employee's contributions up to 2%, and 50% of the employee's contributions beyond 2% up to a maximum of 2% for a total maximum district match of 4% to a 403B Plan. Therefore, if an employee

contributes 4% the District will match 3% (100% of 2%, plus an additional 50% of the further 2%). If an employee contributes 6%, the District will match the maximum, 4% (100% of 2% plus an additional 50% of the further 4%). The employee will receive a one time payment at the end of each fiscal year, if still employed. (To get the match, employees must irrevocably waive the retirement cash benefit); or,

2. Retirement Bonus – Eligible with a minimum 55 years of age with years of service as follows:
   - Ten years: 10% of sick time at rate of pay at time of retirement
   - Fifteen years: 20% of sick time
   - Twenty years: 25% of sick time
   - Twenty-Five years: 30% of sick time

NOTE: The employee must apply for the Retirement Bonus in writing to the Superintendent not later than February 1st of the current fiscal year of planned retirement. For example, an employee would need to provide notice by February 1, 2025 for payout of the Retirement Bonus at the end of the 2024-2025 fiscal/school year. If the employee does not give the notice prior to February 1st the employee shall receive the payment the following year.

NON-DISCRIMINATION

14.4 The Board agrees to continue its policy of not discriminating against any employee on the basis of race, creed, color, national origin, age sex, handicapping condition, marital status, sexual orientation, gender identity or membership or participation or association with the activities of the Federation. This provision shall not be subject to the grievance procedure.

EMPLOYEE HELD HARMLESS PROVISION

14.5 Employees covered by this contract shall be indemnified, defended, and held harmless by the Board of Education from personal liability claims stemming from actions in the workplace to the extent provided by and in accordance with the provision of section 10235 of the Connecticut General Statutes.

NOTIFICATION OF EMPLOYMENT

14.6 The Board shall give notice no later than the last day of school to any employee whose job is being discontinued for the following school year. This provision will not preclude job elimination, if necessary at any time, in accordance with Article 7.2.

14.7 Employees who are required to use their personal vehicles for work-related duties shall receive mileage reimbursement consistent with the IRS rate. Employees shall not be required to transport other employees and/or students in their personal vehicle.

PERSONNEL FILE

14.8 The employee shall upon request be given the opportunity to make an appointment in the Human Resources Department to review the contents of their personnel file.

14.9 Each employee shall receive, upon request, a copy of all items contained in their personnel file.

14.10 The employee shall have the right to reply to any document contained in the personnel file. This letter will be placed in the personnel file.

DIAPERING / TOILETING

14.11 Paraeducators assigned to a student(s) 7 years of age or older, or any student in first grade or above, in need of assistance with diapering or requires direct contact with bodily fluids as part of their regular duties shall receive an additional $75 per month. The Principal in each school will maintain a list of paraeducators regularly assigned to such duties.

14.12 The Child Nutrition Program Employee Handbook, Para Educator Guidelines and District Employee Handbook shall specify those matters not contained in this Agreement. There shall be no unilateral modification of any matter affecting wages, hours or other conditions of employment of employees covered by this agreement. To the extent the provisions of a handbook or set of guidelines conflict with the language of the collective bargaining agreement, the collective bargaining agreement will be the controlling document.

ARTICLE XV
NO STRIKE

15.0 The parties agree that employees shall be prohibited from the right to strike pursuant to Connecticut General Statute §7-475 and that there will be no lockout of any employee or employees during the life of this Agreement.

ARTICLE XVI
CLASS COVERAGE

16.0 Effective upon ratification, Paraeducator that provide class coverage for a certified teacher at the middle school and high school for more than one full period or for more than one hour at the elementary school, shall receive an additional $4.00 per hour for all hours worked as a substitute. This amount will increase to $4.25 per hour effective 7/1/25, and to $4.50 per hour effective 7/1/26. Hours must be tracked, verified and approved by the building Principal or their designee.

ARTICLE XVII
TRAINING AND ASSISTANCE

17.0 Employees who are required to attend training and/or to complete mandated training requirements shall be paid their hourly rate for said training when done outside the normal workday/work year. Cafeteria workers and Board Hired Paraeucators will work their normal work

hours on each early release day for students which is designated as a professional development day for staff on the school calendar with no loss of pay. All other employees will be notified at least three weeks in advance if they are required to work on a training day. All employees will be paid for professional development when directed to attend outside their normal workday.

17.1 Employees are required to attend trainings mandated by the State Dept. of Education which are scheduled during normal working hours, and for which the employee does not otherwise have an approved absence.

ARTICLE XVIII
SUBCONTRACTING

18.0 Except where currently exists or where mutually agreed upon in the future, non bargaining unit employees of the Board shall not be used to replace bargaining unit employees on a permanent basis. This will not prevent the Board from authorizing the use of temporary subcontractors, as outlined in Section 18.2 of this Agreement.

18.1 Any significant alteration in the work customarily performed by the bargaining unit members will be discussed by the parties.

18.2 In the event the Board considers subcontracting of a department or function which would result in the temporary or permanent loss of bargaining unit work and the layoff or displacement of bargaining unit employees the Board agrees to give the Union reasonable advance notice, but not less than 30 days prior to awarding a subcontracting contract to perform the work. Negotiations involving this subject matter shall be conducted by the parties.

18.3 Accompanying the notice will be a detailed accounting of all costs under the subcontracting arrangement and a comprehensive cost analysis. This notice shall include copies of the following if they exist:

a. All written proposals on the targeted work.
b. All suspected cost savings as identified by the subcontractor and the Board.
c. The names of all of the subcontractors who place a bid on the targeted subcontract work including all bids submitted.
d. A copy of the Request for Bid (RFB) as offered by the Board.

18.4 Where there are substantial cost savings and the Board chooses to subcontract, the Board agrees to offer affected employees all rights as identified in Article VII. In addition to the "substantial cost savings" needed to subcontract, the parties further agree that reasonable efforts identified by the Union shall be taken to ensure that the work in question remains in the bargaining unit.

ARTICLE XIX
DURATION

19.0 The provisions of this Agreement shall be effective upon ratification unless stated otherwise to June 30, 2027.

19.1 Future negotiations shall occur under the provisions of the Municipal Employee Relations Act as it may be amended from time to time.

19.2 Any policies, regulations, or procedures of the Board presently in force and not hereby revised and amended by mutual agreement or not herein referred to shall remain in effect.

SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned parties have set their hands and seals.

Signature date 10/15/24

Elaine Maynard-Adams
Name

BOE President
Title

Signature /date 10/21/24

Wanda Morales
Name

NLFNCP President
Title

APPENDIX A – SALARY CHART

New Hires

2024-2025

Para's		Tutors	Dishwasher	Cafe Worker	Cook	Driver
	Associates	$18.36	$16.00	$16.97	$19.31	$18.71
$18.36	Bachelors	$25.50				
	Masters/Cert	$34.50				

2025-2026

Para's		Tutors	Dishwasher	Cafe Worker	Cook	Driver
	Associates	$18.82	$16.40	$17.40	$19.79	$19.17
$18.82	Bachelors	$26.14				
	Masters/Cert	$34.50				

2026-2027

Para's		Tutors	Dishwasher	Cafe Worker	Cook	Driver
	Associates	$19.29	$16.81	$17.83	$20.29	$19.65
$19.29	Bachelors	$26.79				
	Masters/Cert	$35.36				

Current Employees

2024-2025

Para's		Tutors	Dishwasher	Cafe Worker	Cook	Driver
	Associates	$19.36	$17.00	$17.97	$20.31	$19.71
$19.36	Bachelors	$26.50				
	Masters/Cert	$34.66				

2025-2026

Para's		Tutors	Dishwasher	Cafe Worker	Cook	Driver
	Associates	$19.84	$17.43	$18.42	$20.82	$20.20
$19.84	Bachelors	$17.16				
	Masters/Cert	$35.53				

2026-2027

Para's		Tutors	Dishwasher	Cafe Worker	Cook	Driver
	Associates	$20.34	$17.86	$18.88	$21.34	$20.70
$20.34	Bachelors	$27.84				
	Masters/Cert	$26.41				