

COLLECTIVE BARGAINING AGREEMENT

CLINTON BOARD OF EDUCATION

and

**MUNICIPAL EMPLOYEES UNION INDEPENDENT,
LOCAL 506, SEIU**

PARA-EDUCATOR

2018-2021

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**ARTICLE I
PREAMBLE**

This Agreement is made and entered into by and between the Clinton Board of Education (hereinafter referred to as the "Board") and the Municipal Employees Union Independent (hereinafter referred to as the "Union").

**ARTICLE II
RECOGNITION**

Section One. The Board recognizes the Municipal Employees Union Independent as the exclusive bargaining agent for all full-time and part-time Para-educators employed by the Clinton Board of Education including but not limited to Special Education Para-educators, Title I Para-educators, Library and Media Assistants, and Braille Transcriptionist/Facilitator/Interpreter; excluding Para-educators not employed by the Clinton Board of Education (e.g., those employed by other boards or by Project LEARN) and all other employees (e.g., supervisory) excluded under the Act.

Section Two. Full-time employees are those who regularly work thirty (30) or more hours per week. All others are classified as part-time employees.

Section Three. New employees shall serve a probationary period as provided in Article VI of this Agreement, and shall have no seniority rights during this period. The Board reserves its right to discharge any employee during the period of probation for any reason whatsoever without recourse to the grievance and arbitration process of this contract.

**ARTICLE III
UNION RIGHTS AND SECURITY**

Section One. Notice of New Hire/Orientation. The Board shall provide the Union with electronic notification of the name, job title, department, work location, phone numbers, home address, and e-mail address of any newly hired employee within seven (7) days of the date of hire. The Town shall permit the Union up to one (1) hour of time to meet with new hires either during their employee orientation or during another mutually agreed upon time.

Section Two. Upon receipt of a signed authorization form from the employee involved, the Board agrees to deduct from the pay of its bargaining unit members such membership dues and initiation fees, service fees and reinstatement of service fees as may be fixed by the Union. Such deductions shall continue for the duration of the agreement or any extension thereof. An employee may withdraw from membership in the Union by giving written notice to the Union and the Board which

notice must be received or postmarked within the period June 1 to June 15, inclusive, in any calendar year in which the Agreement is in effect.

The Board agrees to voluntary payroll deductions for the Union's Political Action Fund. These deductions shall be kept consistent with federal and state law on the subject.

Section Three. Should an employee withdraw membership from the Union, he or she must immediately notify the Board, in writing, to discontinue deductions from the employee's wages. This notice must be sent regardless of any written notice required under Section Two of this Article.

Upon receipt of this written notice, the Board will discontinue deductions from the employee's wages as soon as practical.

Section Four. The Union shall supply to the Board written notice at least thirty (30) days prior to the effective date of any change in the rates of fees and dues.

Section Five. The deduction of Union dues or service fees for any month shall be made during the applicable month and shall be remitted to the Financial Officer of the Union not later than the third Thursday of the following month. The monthly dues and/or service fees remittances to the Union will be accompanied by the list of names of employees from whose wages dues deductions have been made.

Section Six. No dues or fees will be deducted from an employee who has insufficient earnings in the pay period to cover the amount of such dues or fees, or from an employee who is collecting Workers' Compensation.

Section Seven. The Union agrees to indemnify and to hold the Board harmless for any and all claims, demands and suits that shall or may arise out of or by reason of action taken by the Board for the purpose of complying with the provisions of this Article.

Section Eight. The Board shall provide each employee with a copy of the contract within thirty (30) days after the signing of the Agreement. The Board and the Union shall share the cost of producing these copies for distribution.

Section Nine. The Board shall provide each new employee with a copy of the contract when he/she is hired.

Section Ten. The Board shall provide the Municipal Employees Union Independent office with one (1) signed contract after the signing of this Agreement. The Union shall provide the Board with two (2) signed copies of the contract.

Section Eleven. Employer representatives shall deal exclusively with the Union-designated stewards or representatives in the processing of grievances, provided that

an individual employee may file and process a grievance at Levels One through Four of the grievance procedure of this Agreement. Any resolution of an individual employee's grievance shall not be in conflict with the terms of this Agreement. Nothing in this section shall be construed as condoning "direct dealing" between the Board and individual employees on matters of collective bargaining which the law requires be bargained with the Union.

Section Twelve. Union staff representatives shall be permitted to enter any of the schools with approval of the building principal or other appropriate administrator for the purpose of discussing, investigating or processing grievances, provided that the following conditions are met:

- a. The staff representative shall contact the administrator either in advance or immediately upon arrival at the building. The administrator shall designate the location within the building where the staff representative's business shall be conducted.
- b. The staff representative shall not have access to an employee during the employee's working time. "Working time" does not include unpaid breaks.
- c. There shall be no interruption of or interference with operations as a result of the staff representative's visit.

Section Thirteen. The Board agrees to provide space on a bulletin board in each building under its supervision in which a member of the bargaining unit works, for the use of the Union.

Section Fourteen. Upon written request through the building administrator, the Union may hold a meeting for bargaining unit employees within a school building, subject to the following conditions:

- a. The meeting may take place only during those times when school is not in session.
- b. The request may be denied if there is not space available at the time requested. The building administrator shall designate the location within the building where the meeting shall take place.
- c. If the use of the building at the time requested by the Union will result in additional cost to the school district (e.g., for custodial services), the Union will be so notified and given the option to pay such cost or to select another time/location for the meeting which will not require additional cost.

Section Fifteen. One Union designated bargaining unit member or steward shall be released with pay for up to two (2) days per contract year for such MEUI activities as training and conventions. Two (2) weeks advance notice shall be given to the employee's supervisor and the Superintendent.

ARTICLE IV NON-DISCRIMINATION

Section One. All provisions of this Agreement shall apply equally to all employees without discrimination on the basis of race, color, creed or religion, gender, sexual orientation, national origin, age, physical disorder, present or past history of mental disorder, political or labor affiliation, except in the case of a bona fide occupational qualification.

ARTICLE V HOURS OF WORK AND OVERTIME

Section One. Bargaining unit members shall be compensated for all hours actually worked at the direction of the Superintendent or an authorized administrator.

- a. Straight time will be paid for all hours worked up to and including forty (40) hours per week.
- b. All work performed in excess of forty (40) hours per week shall be paid at time and one-half.
- c. All work performed on a holiday which is designated on the school calendar and all work performed on Sunday shall be paid at time and one-half.

Hours of work in addition to those which are part of the employee's regularly scheduled hours must be approved by the Superintendent or authorized administrator.

In lieu of payment for overtime, an employee may request compensatory time in accordance with Section Three below.

Section Two. Hours actually worked shall be counted as time worked for the purpose of calculating overtime.

Section Three. The administration shall endeavor to provide notice of schedule changes or changes in work location at least two (2) weeks in advance.

Section Five. Employees shall be notified of their assignments for the following school year not later than August 1 provided that the budget has been adopted at that

time. If there is a change in assignment, the employee shall be notified of the change as soon as possible.

A copy of an assignment notice for an employee shall be sent to the building administrator in the building where the employee will be working, to the classroom teacher, and in the case of those assigned to special services, to the Special Services Director. If a teacher or other person with whom the employee is working instructs the employee to work a different assignment or schedule, the employee may bring the issue to the attention of the building administrator or, in the case of a Special Services Para-educator, to the Special Services Director.

Section Six. Thanksgiving and Christmas Holidays. On the last day of school prior to the Thanksgiving and Christmas holidays, if students are released early, employees shall be released after students are released and the employees shall be paid as if they worked their regularly scheduled day.

Section Seven. Employees shall be paid for all hour they are regularly scheduled to work on unexpected delayed openings and early dismissals.

ARTICLE VI SENIORITY

Section One. Seniority shall be defined as an employee's total service in a permanent position from date of last hire, including all authorized paid leaves of absence, provided the employee returns to work immediately at the conclusion of such leave. A part-time work year shall be counted the same as a full-time work year for the purpose of seniority. Seniority shall continue to accrue while an employee is receiving workers' compensation benefits.

Section Two. The Board shall establish a seniority list of all employees covered by this Agreement, showing their seniority in length of service with the Board, and shall deliver the list to the Union steward and the Union office on or before October 1st of each year. Upon completion of their probationary period, new employees shall be added to the list.

Section Three. Seniority shall govern in cases of layoff, recall from layoff and vacancies to the extent provided in Article VII and Article VIII.

Section Four. Each person newly appointed to a bargaining unit position from outside the bargaining unit shall be placed on probation for a period of ninety (90) working days, during which period the Board may terminate such person without such action being subject to the grievance procedure. Only days actually worked shall be counted toward completion of the employee's probation. If at the end of this probation period the person's work is considered to be satisfactory, seniority shall date from the first day worked. An employee who does not successfully complete

probation shall be entitled to a conference with the Superintendent or designee to discuss reasons for such failure.

Section Five. Any employee covered by this Agreement who is laid off by the Board and who left in good standing shall, upon return to service to the Board within eighteen (18) months of the layoff of employment, be credited with all past accumulated seniority, but the months spent on layoff will not accrue in seniority. Upon return to service, the employee will be placed at the applicable wage rate for the position from which the employee was laid off, provided the employee returns to a position in the same classification.

ARTICLE VII LAYOFF AND RECALL

Section One. Layoff. If a layoff becomes necessary, the following procedure shall apply:

- a. If there is a vacancy in another bargaining unit position, the affected employee shall be offered the opportunity to fill that vacancy provided that the Superintendent determines that the affected employee is fully qualified to perform the work of the vacant position.
- b. If there is no vacancy in another bargaining unit position, the affected employee in the position eliminated shall be offered the opportunity to fill a position held by a probationary employee provided that the Superintendent determines that the affected employee is fully qualified to perform the work of the position.
- c. If there is no position filled by a probationary employee, and the layoff occurs mid-year, the affected employee shall be offered the opportunity to displace the least senior employee within the bargaining unit, provided that the Superintendent determines that the affected employee is fully qualified to perform the work of the vacant position.
- d. If there is no position filled by a probationary employee, and the layoff occurs at such time as assignments for the coming school year are under consideration, the affected employee shall be offered the opportunity to displace the least senior employee who is in a position/assignment for which the Superintendent determines that the affected employee is fully qualified to perform the work of the position.

Section Two. Recall. An employee who is laid off shall have recall rights for eighteen (18) months following the date of the layoff. During the period of recall, the employee on the recall list shall be offered reemployment if there is a vacancy in the

bargaining unit provided that the Superintendent determines that the employee on the recall list is fully qualified to perform the work of the vacant position. Notice of the opportunity for reemployment shall be sent by certified mail, return receipt requested. If the employee who receives a notice of opportunity for reemployment does not respond within ten (10) calendar days from the date of the mailing of the notice, the right of recall shall be forfeited. It is the obligation of an employee on the recall list to keep the Superintendent's office informed of current address and telephone number.

An employee on the recall list shall be offered temporary or substitute bargaining unit work that is available provided the employee is fully qualified to perform the work as determined by the Superintendent. The employee must inform the Superintendent if he/she wishes to be on the call list for temporary or substitute work, in writing at the start of the school year.

If an employee is recalled to a position with less hours worked per week than the position they held prior to layoff, they shall remain on the recall list until the next opportunity at an open position with weekly hours equal to or greater than their original position, or their recall rights expire.

A laid off employee shall have all leave balances reinstated upon recall.

Section Three. Qualifications

In cases of vacancies, layoff and recall, the Superintendent shall use the following criteria to decide whether a bargaining unit employee is "qualified" to perform the duties of the position:

- Evaluation of performance
- Special skills (e.g., signing for work with hearing impaired students, computer skills for library work)
- Specialized training (e.g., in proper method of speech and language training)
- Experience with the particular program involved or type of student(s)
- Physical ability if needed for the position

ARTICLE VIII VACANCIES

Section One. Job vacancy is defined as an open position and which is created by a death, retirement, resignation, dismissal or creation of a new position in the bargaining unit, which the Board of Education intends to fill.

Section Two. All job vacancies covered by this Agreement shall be posted on the district website and via e-mail (using@clintonpublic.net addresses) to members of the bargaining unit at least five (5) business days (Monday through Friday) prior to the anticipated application closing date. During the summer months, vacancy notices shall be mailed to the local Union steward and the Union office. No position will be filled until the posting period has closed. Posting shall include anticipated hours of the position.

Section Three. Current bargaining unit employees desiring to transfer to a vacant position shall file an application in writing within the posted time limits.

Section Four. When there is vacancy in a bargaining unit position, the position shall first be filled from the recall list as per Article VII. If there is no employee on the recall list who is fully qualified for the position, it shall be posted. When the vacancy is to be filled for a new school year, bargaining unit employees who are fully qualified to perform the duties of the position as determined by the Superintendent shall be given first preference for appointment; and, if two or more bargaining unit members are equally qualified, preference shall be based on seniority. The desire of an employee to transfer at any other time will be given due consideration when filling a vacancy. However, the final decision concerning selection and appointment to a vacant position shall be in the discretion of the Board, the Superintendent or their designee, taking into consideration the best interests of students and the operating needs of the school district.

Section Five. Should involuntary transfers be necessary, the Superintendent shall meet with the employee or employees involved and provide notice as to the reason(s) for such transfer. The district shall provide the Union with a report of all inter-school involuntary transfers for the previous school year no later than August 1 of each year.

ARTICLE IX PERSONNEL RECORDS

Section One. An employee may be permitted to examine and copy any and all materials in his/her personnel file. If the employee requests more than one copy in any year, the employee shall pay the standard copying charge for each page copied. The Union may have access to any employee's records upon presentation of a written authorization signed by the employee.

Section Two. An employee shall receive a copy of any material placed in his/her file concerning job performance. At any time, an employee may file a written rebuttal to

such material and may request that such material be reviewed by the Superintendent or his/her designee for the purpose of considering its removal from the personnel file.

ARTICLE X SICK LEAVE

Section One. Employees will be granted fifteen (15) days of sick leave annually with full pay.

Section Two. Unused sick leave may be accumulated for future use but the total accumulation shall not exceed ninety (90) working days. Any employee who was employed prior to July 1, 1998 may accumulate up to one hundred eighty (180) days of sick leave.

Section Three. Sick leave may be used for personal illness or injury. In addition, up to two (2) sick leave days per year may be used for illness in the immediate family (children, parents, spouse) following exhaustion of personal leave.

Section Four. Sick leave shall be used in half day or full day increments if the employee's work schedule is at least four hours per day. If the employee's work schedule is regularly less than four hours per day, then any sick leave must be taken in full day increments.

Section Five. Upon retirement or death of an employee who has at least ten (10) years of service as of June 30, 2020, he/she or the legal representative of his/her estate shall be compensated at the employee's current wage rate for twenty-five percent (25%) of the total accrued and unused sick leave.

ARTICLE XI PERSONAL LEAVE AND BEREAVEMENT LEAVE

Section One. Personal Leave.

- A. An employee shall be entitled to up to two (2) days of personal leave each year. Personal leave may not be taken to extend a holiday or school vacation, unless approved by management.
- B. A request for personal leave shall be submitted to the Superintendent or his/her designee at least one week in advance, except in the case of an emergency or death in the family. If more employees request leave than can be granted leave on a given day, requests will be approved on a first-come, first-served basis.

Section Two. Bereavement Leave. In addition to personal leave, an employee shall be entitled to up to two (2) days of bereavement leave per occurrence. An employee may take bereavement leave in connection with a death in the immediate family (spouse, domestic partner, child, parent, sibling, grandchild or grandparent). Personal leave may also be used for bereavement. If an employee needs additional time for bereavement, the employee may take unpaid leave of no longer than ten (10) working days.

Section Three. Leave shall be used in full shift increments.

ARTICLE XII HOLIDAYS

Section One. Each employee shall receive the following paid holidays (9):

Labor Day	Martin Luther King Day
Columbus Day	President's Day
Thanksgiving Day	Good Friday
Christmas Day	Memorial Day
New Year's Day	

In the event that the day before Thanksgiving or the day before Christmas break becomes a non-school day, such day(s) shall be treated as a paid holiday.

ARTICLE XIII OTHER LEAVES OF ABSENCE

Section One. Military Leave. Military leave shall be granted in accordance with all applicable laws.

Section Two. Jury Duty. Upon receipt of the notice of jury call, an employee shall notify his/her building administrator or the Director of Special Services, (as applicable) and provide a copy of said notice. Employees shall be entitled to full pay at their base rate for absence because of jury duty, less the fee paid with respect to such jury duty.

Section Three. Workers' Compensation. Whenever an employee is absent as a result of injury arising from and in the course of his/her employment and for which workers' compensation benefits for temporary disability are due and payable, he/she shall be paid his/her full salary for the period of such absence, not to exceed ninety (90) days, less the amount of the workers' compensation payment for said period. Such absence will not be charged to accumulated sick leave. In exceptional cases, the Board may continue the above-mentioned payment beyond the ninety (90) day period, upon request of the employee and based upon an analysis of the individual case.

Section Four. Other Leaves of Absence. Other leaves of absence, without salary, may be granted at the discretion of the Board.

ARTICLE XIV PARENTHOOD/FAMILY MEDICAL LEAVE

Section One. A leave of absence without pay for childbirth or adoption may be granted by the Board upon application by the employee (father or mother), in accordance with Section Two. If the leave is due to the disability of the employee, such leave shall be charged to accrued sick leave.

Section Two.

- A. Family Medical Leave shall be provided in accordance with Public Act 12-43.
- B. If the leave is required due to a serious health condition of the employee that makes the employee unable to perform the functions of his/her position, accumulated sick leave to which an employee is entitled shall be substituted for any part of the period of leave.

Section Three. During the period of leave, the employee shall continue to receive health insurance coverage on the same terms as if he/she had continued to work.

Section Four. A leave of absence without pay in addition to that specified in Sections One and Two above may be granted to an employee at the discretion of the Board of Education.

Section Five. Application for leave under the provisions of this Article shall be made in writing to the Superintendent.

Section Six. An employee who is on leave under the Family and Medical Leave Act, as provided in Section Two of this Article, shall continue to accrue sick leave during the period of such leave. Such leave time may not be used unless and until the employee returns to work after the expiration of the leave.

ARTICLE XV GRIEVANCE PROCEDURE

Section One. Purpose. The purpose of this procedure is to secure, at the lowest possible administrative level, solutions to grievances regarding the misapplication or misinterpretation of the provisions of this Agreement. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate to any level of the procedure.

Section Two. Definitions.

- a. A "grievance" shall mean a complaint by an employee or a group of employees that his/her/their rights under the specific language of this Agreement have been violated or that, as to his/her/them, there is a misinterpretation or misapplication of a specific provision of this Agreement.
- b. "Grievant" shall mean any member of the bargaining unit or a group of bargaining unit members similarly affected by a grievance, seeking recourse under the terms of this Article.
- c. "Days" shall mean those days designated as student days on the school calendar when Para-educators are working, except that during summer recess "days" shall mean weekdays, Monday through Friday, when the central office of the school district is open for business.

Section Three. Time Limits. Since it is important that grievances or disputes be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual consent, in writing.

Section Four. Procedure.

- a) Level One - Special Services Administrator or Building Administrator: A member of the unit with a grievance shall first discuss it with the appropriate special services administrator or building administrator, either directly or through a Union representative, with the object of resolving the matter informally. If the grievant is not satisfied with the disposition of the matter, he/she shall reduce the grievance to writing and submit it to the appropriate administrator. Such written grievance must be so submitted within thirty (30) days from the date of the grievance. The administrator shall meet with the grievant and, if the grievant is represented by the Union, a representative of the Union, within five (5) days of the filing of the grievance in writing. Within five (5) days of the meeting, the administrator shall give a written answer to the grievant, with a copy to the Union.
- b) Level Two - Superintendent of Schools or Designee: In the event that the grievant is not satisfied with the disposition of her/his grievance at Level One, she/he may file a written grievance with the Superintendent within five (5) days after the decision at Level One. Within five (5) days after the receipt of the written grievance by the Superintendent, the Superintendent or his/her designee will meet with the grievant in an effort to resolve it. The grievant may be

accompanied by a representative of the Union. The Superintendent shall answer the grievance in writing within five (5) days after the date of the above meeting, to the grievant with a copy to the Union.

- c) Level Three - Board of Education: In the event that the grievant is not satisfied with the disposition of the grievance at Level Two, the grievant may file a written grievance with the Board within five (5) days after the decision at Level Two. The Board or a designated representative or subcommittee thereof shall hold a meeting on the grievance. Any such meeting shall take place within thirty (30) days after receiving the written grievance. Within fifteen (15) days after the meeting, the Board shall answer the grievance in writing, to the grievant with a copy to the Union.
- d) Level Four- Mediation: If the grievance is not resolved, the Union may submit the matter to a mediator appointed by the State Board of Mediation and Arbitration for the purpose of helping to resolve the grievance within ten (10) days after receipt of the Level Three answer. A copy of this request shall be sent to the Superintendent.
- e) Level Five - Arbitration: Within fifteen (15) days after the Board's answer at Level Four, the Union (and the Union only), in its sole discretion, may submit the grievance to arbitration. The submission to arbitration shall be in writing, to the Connecticut Board of Mediation and Arbitration, with a copy to the Superintendent. Each party shall bear its own costs for the arbitration. The arbitrator shall have no power to add to, subtract from, alter or modify this Agreement. The arbitrator's decision shall be final and binding on the parties, provided that either party reserves the right to move to vacate the award in accordance with applicable law.

Section Five. The time limits specified within this Article, except for the initial filing, may be extended by mutual agreement of the Union and the Board or its designee, 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 Six. Failure by any administrator or the Board of Education to render his/her decision within the specified time limits shall be deemed to be a denial of the grievance, and the grievance may proceed to the next level.

Section Seven. A grievance may be initiated at the level where the incident giving rise to the grievance first occurred. A class action grievance shall be submitted by the Union at the Superintendent's level.

Section Eight. Step Three of the grievance procedure may be skipped when there is mutual agreement between the Board and Union to proceed to mediation in an effort to get the grievance resolved in a more timely manner.

**ARTICLE XVI
INSURANCE AND PENSION**

Section One. Health Insurance.

The Board shall offer the following health insurance coverage for eligible employees and their eligible dependents:

1. (a) Preferred Provider Plan

Preferred Provider Plan as outlined in Appendix B, with the public sector formulary prescription drug plan and mandatory generic substitution, subject to an \$1,800 annual maximum for prescriptions and prescription co-payments as follows:

\$5 for generic, \$25 for brand name (formulary), \$40 for brand name non-formulary, and twice the applicable co-payment for mail order.

(b) The employee shall pay the following portion of the cost for an eligible employee and eligible dependents for enrollment in this health insurance coverage option:

2018-2019 18.5%

2. (a) High Deductible Health Care Plan (HSA) EFFECTIVE JULY 1, 2019

Effective July 1, 2019, employees may elect to participate in the PPO plan; however, such employees shall be responsible for the difference in cost between the Board's cost for the HSA plan (including deductible funding) and the selected plan. In the event that the HSA plan (including deductible funding) is not the lowest cost plan offered by the Board, the lowest cost plan shall be the plan funded by the Board and the employees may elect from the remaining options and shall be responsible for the difference in cost. In the event that the PPO plan becomes the lowest cost option, the employee premium contribution shall be consistent with the dental cost sharing, as stated below.

HSA Plan, as outlined in Appendix B, with a \$2,000/\$4,000 deductible. There shall be a prescription drug rider which applies after

reaching the deductible amounts as follows: \$5 for generic, \$25 for brand name (formulary), \$40 for brand name non-formulary, and twice the applicable co-payment for mail order.

- (b) The employee shall pay the following portion of the cost for an eligible employee and eligible dependents for enrollment in this health insurance coverage option:

2019-2020	18%
2020-2021	19%

3. Dental Care Plan.

An employee who enrolls in one of the above medical plans shall also be enrolled in the Dental Care Plan – full service with dependent rider. The employee shall pay the following portion of the cost for an eligible employee and eligible dependents for enrollment in this health insurance coverage option:

2018-2019	18.5%
2019-2020	18.5%
2020-2021	19%

Section Two. Life Insurance. The Board shall pay ninety percent (90%) of the cost of group life insurance coverage for eligible employees, in the amount of forty thousand dollars (\$40,000).

Section Three. Employees shall be included in a premium conversion plan pursuant to IRC Section 125.

Section Four. Eligibility for Insurance. The health insurance benefits of this Article are voluntary on the employee's part. Employees who work less than thirty (30) hours per week are not entitled to participate in the health and life insurance plans of this Article.

Section Five. Pension. A bargaining unit employee shall be eligible to participate in the Pension Plan for Non-Certified Personnel of the Clinton Public Schools after one (1) year of employment, provided the employee is compensated for one thousand (1,000) or more hours during the plan year (July 1 to June 30). The method of funding the plan shall be determined by the Board.

The benefits for bargaining unit employees under the plan shall be the same as those under the July 1, 1977, defined benefit pension plan and trust with the following modifications:

- Voluntary contributions and provisions related to such shall be eliminated.
- All references to life insurance policies shall be deleted.
- The retirement benefit formula will be modified to change one percent (1%) to one and two-tenths percent (1.2%).
- The death benefit shall be equal to the present value of the accrued benefit.
- Effective September 1, 2007, the employee shall contribute one percent (1%) of earnings to the pension fund, by payroll deduction.

Section Six. Change of Carriers. Nothing herein shall be interpreted to prevent the Board from obtaining coverage that is substantially equivalent as a whole from alternative insurance carriers, or through self-insurance, so long as there is no interruption in coverage, except that the Union may reject any proposed change in insurance carriers on the basis that coverage is not substantially equivalent as a whole, within sixty (60) days from notice of such proposed change. In the event that the Union rejects the proposed change in insurance carriers, the Board may submit the questions of whether the proposed insurance coverage is substantially equivalent as a whole to the present coverage to the American Arbitration Association, which shall administer the proceedings under the labor arbitration rules of the Association. The arbitrator's decision shall be in writing and shall be final and binding. The cost for the services of the arbitrator shall be borne equally by the Board and the Union.

Section Seven. Insurance Participation Upon Retirement. A bargaining unit member who retires from the Clinton Board of Education and who was enrolled in the group health insurance plans prior to retirement may continue to participate in the group health insurance plans available to active employees at his/her own expense. Participation in all health plans shall terminate at age sixty-five (65).

A bargaining unit member who retires from the Clinton Board of Education and who was enrolled in the group life insurance plan prior to retirement may continue to participate in the group life insurance plan available to active employees at his/her own expense. The maximum life insurance coverage available will be an amount equal to no more than fifty percent (50%) of the individual's pre-retirement life insurance, which shall be reduced to a maximum of five thousand dollars (\$5,000) at age sixty-five (65). Participation in the life insurance plan shall terminate at age 65.

ARTICLE XVII WAGES

Section One. The salaries for employees covered by this Agreement are set forth in Appendix A attached hereto. Additionally, individual movement shall be in accordance with the side-letter containing same, as agreed to by the parties.

The position of Braille Transcriptionist/Facilitator/Interpreter shall be paid a differential of \$4.50 per hour for all hours worked.

Section Two. New employees shall be hired at such step of the pay scale as the Board or the Superintendent deems appropriate, but shall not be hired above the third lowest step of the salary schedule in any given contract year.

Section Three. Steps. An employee who is not at the maximum step of the salary schedule shall be eligible for step advancement in accordance with Section One provided:

- a. The employee worked in the school district for at least one-half of the scheduled work days in the preceding school year.
- b. The employee's service was satisfactory during the preceding school year.

ARTICLE XVIII TRAINING AND DEVELOPMENT

Section One. The Board of Education shall provide a minimum of three (3) hours of in-service training each school year for all Para-educators, at times designated by the Superintendent. Additional training may be required as determined by the Superintendent. Employees who are required to attend such in-service training sessions shall be paid for attending sessions which are in addition to their regularly scheduled work hours, at their regular hourly rate.

Section Two. Employees shall be provided with information and training necessary to the safe and effective handling of the children with whom they work. In the course of this contract, additional voluntary training shall be offered with an expectation that enough employees participate to make it cost effective.

Section Three. An employee who has a special education student with an IEP providing for physical restraint shall, in addition to training specified in Section One, be provided with training in proper techniques for physical restraint, with updated training as necessary or required.

**ARTICLE XIX
MANAGEMENT RIGHTS**

Section One. Except as otherwise limited by an express provision of this Agreement the Board reserves and retains, whether exercised or not, all the lawful and customary rights, powers and prerogatives of management. Such rights include but are not limited to: establishing standards of productivity and performance of its employees; determining the mission of the school district and the methods and means necessary to fulfill that mission, including the discontinuation of services, positions or programs in whole or in part; the determination of the content of job classifications; the appointment, promotion, assignment, direction and transfer of personnel; the suspension, demotion, discharge or any other appropriate action against its employees; the relief from duty of its employees because of lack of work or for other legitimate reasons; the establishment of reasonable work rules; and the taking of all necessary actions to carry out its mission in emergencies.

Those inherent management rights not restricted by a specific provision of this Agreement are not in any way, directly or indirectly, subject to the grievance procedure.

**ARTICLE XX
SAVINGS CLAUSE/PRESERVATION OF RIGHTS**

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

**ARTICLE XXI
MILEAGE REIMBURSEMENT**


Section One. If an employee is required to use his/her personal vehicle for school business, the employee shall be reimbursed at the rate established by the IRS.

**ARTICLE XXII
DURATION**

Section One. This Agreement shall be effective as of the date of its signing, and shall remain in force and effect until the thirtieth (30th) day of June 2021. Only those provisions of the Agreement which specify a retroactive date shall be retroactive.

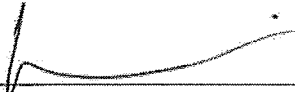
Section Two. Either party may notify the other, in writing, of its desire to bargain collectively with respect to a successor agreement. However, neither party shall be obligated to take part in any such negotiations prior to December 1, 2020.

MUNICIPAL EMPLOYEES UNION
INDEPENDENT, LOCAL 506, SEIU
(Para-educators)

By: 
Theo Horesco
Staff Representative

Date: 3/11/19

CLINTON BOARD OF EDUCATION

By: 
Erica Gelven
Board Chairperson

Date: 3/11/19

APPENDIX A
SALARY SCHEDULE
2018-2019

Step	Rate
1	
2	15.00
3	15.38
4	15.77
5	16.16
6	16.61
7	16.98
8	17.40
9	17.84
10	18.28
11	18.74
12	19.24
13	19.68
14	20.18

Red Circled: 21.46

**APPENDIX A
SALARY SCHEDULE
2019-2020**

Step	Rate
1	
2	15.15
3	15.53
4	15.93
5	16.32
6	16.78
7	17.15
8	17.57
9	18.02
10	18.46
11	18.93
12	19.43
13	19.88
14	20.38

Red Circled: 21.94

**APPENDIX A
SALARY SCHEDULE
2020-2021**

Step	Rate
1	
2	15.15
3	15.53
4	15.93
5	16.32
6	16.78
7	17.15
8	17.57
9	18.02
10	18.46
11	18.93
12	19.43
13	19.88
14	20.38

Red Circled: 22.43

APPENDIX B
APPENDIX D -- PPO

Medical Plan (Option I)

BENEFIT	PPO W/ MANAGED BENEFITS
Cost-shares	<p style="text-align: center;">In-Network services subject to co-pays in accordance with co-pays listed below</p> <p style="text-align: center;">H&O Emergency Room, H&O Maximum – Unlimited In-Network Lifetime Maximum – Unlimited</p> <p style="text-align: center;">-----</p> <p style="text-align: center;">Out-of-Network services subject to deductible and coinsurance:</p> <p style="text-align: center;">Deductible - \$400, \$800, \$1,000 Coinsurance — 80/20% to \$1,000/\$2,000/\$2,500 per calendar year Out-of-Network Lifetime Maximum - \$1,000,000 (or as provided by State or federal law)</p>
Preventive Care - Pediatric including immunizations	<p style="text-align: center;">No Co-pay Covered according to age-based schedule</p>
Preventive Care - Adult including immunizations	<p style="text-align: center;">No Co-pay Covered according to age-based schedule</p>
Preventive Care - Vision	<p style="text-align: center;">No Co-pay Covered once every two years</p>
Preventive Care - Hearing	<p style="text-align: center;">No Co-pay Covered once every two years</p>
Preventive Care -Gynecological	<p style="text-align: center;">No Co-pay Covered once every year</p>
Medical Services Medical Office Visit	<p style="text-align: center;">\$30 Co-pay</p>

BENEFIT	PPO W/ MANAGED BENEFITS
Outpatient PT/OT/ST/Chiro	\$20 Co-pay Covered up to 50 combined treatments per member per calendar year (Treatment Plan Required)
Allergy Services	\$20 Co-pay (Treatment Plan Required)
Diagnostic Lab & X-ray	Covered
Inpatient Medical Services	Covered
Surgery Fees	Covered
Office Surgery	\$150 Co-pay
Surgery Fees	\$150 Co-pay
Outpatient MH/SA	\$20 Co-pay
Emergency Care Emergency Room	Sudden & Serious guidelines \$150 Co-pay (waived if admitted)
Urgent Care	\$75 Co-pay
Walk-in Center	\$20 Co-pay
Ambulance	Covered up to \$500 per trip
Inpatient Hospital General/Medical/Maternity (Semi-Private)	NOTE: All hospital admissions require Pre-Certification \$200 Co-pay
Ancillary Services (Medication, Supplies)	Covered
Psychiatric Inpatient	NOTE: All in-patient admissions require Pre-Certification \$200 Co-pay
Substance Abuse/Detox Inpatient	NOTE: All in-patient admissions require Pre-Certification \$200 Co-pay
Rehabilitative Facility	Covered up to 60 days per calendar year
Skilled Nursing Facility	Covered up to 120 days per cal year \$200 Co-pay Covered up to 120 days per calendar year
Hospice	Covered up to 60 days

Outpatient Surgery Facility Charges	\$150 Co-pay
Diagnostic Lab & X-ray	Covered
Pre-Admission Testing	Covered
Other Services Durable Medical Equipment	Covered
Prosthetics	Covered
Home Health Care	200 visits per calendar year
BENEFIT	PPO W/ MANAGED BENEFITS
Prescription Drugs	<p>Public Sector Formulary with Mandatory Generic Substitution (See Note 2)</p> <p>Co-payments as follows: \$5 for generic, \$25 for brand name (formulary), \$40 for brand name non-formulary Two times applicable co-pay for mail order</p> <p>\$1,800 maximum per calendar year Additional coverage subject to deductible and coinsurance</p>

Note 1: This is only a general description of benefits. A complete list of benefits and exclusions is contained in Subscriber Agreement and Master Group Policies on file with each organization.

Note 2: Mandatory Generic - If there is a generic available and the person elects to take the brand name, the member pays the applicable co-pay plus the difference between the generic and brand name drug cost, unless there is prior documentation provided by the prescribing physician that the person cannot take the generic for medical reasons. (Having "dispense as written" on the prescription is insufficient.)

Note 3: The dependent care rider shall provide coverage to age 26 or as provided by State or federal law.

APPENDIX B

HIGH DEDUCTIBLE HEALTH PLAN (HDHP)
WITH A HEALTH SAVINGS ACCOUNT FEATURE (HSA)

Medical Plan (Option II)

<u>Cost Share Provisions</u>	<u>In-Network</u>	<u>Out-of-Network</u>
Annual Deductible (individual/aggregate family)	\$2000/\$4000	
Co-insurance	100%	20/80% after deductible, up to co-insurance maximum
Annual Out-of-Pocket Maximum Co-insurance	\$2000 individual coverage/ \$4000 family coverage	\$4000 individual coverage/ \$8000 family coverage
Preventive Care	Deductible not applicable	20% after deductible, subject to co-insurance limits
Prescription Drug Coverage	\$5 for generic, \$25 for brand name (formulary), \$40 for brand name non-formulary, and twice the applicable co-payment for mail order after reaching deductible.	

The Board will contribute fifty percent (50%) of the applicable HSA deductible amount. 100% of the Board's contribution toward the HSA deductible will be deposited into the HSA accounts effective July 1, 2019. 50% of the Board's contribution toward the HSA deductible will be deposited on the first pay period in July and 50% of the Board's contribution toward the HSA deductible will be deposited on the first pay period in January, effective July 1, 2020.

The parties acknowledge that the Board's contribution toward the funding of the HSA plan 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. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment.

SIDE LETTER OF AGREEMENT

In connection with the contract settlement reached by the Clinton Board of Education (the "Board") and MEUI Local 506 (the "Union") in July of 2018, the parties agree that step movement for the 2018-19 year will be based on the following:

1. Employees hired before January 1, 2016 will advance 1 step on the schedule.
2. Two employees hired before January 1, 2003 will move to Step 7.
3. Two employees hired on/before September 1, 1996 will move up two steps from their 2017-18 step placement.
4. Two employees hired before January 1, 2000 will move to Step 9.
5. *Three persons off step.*

MUNICIPAL EMPLOYEES UNION
INDEPENDENT, LOCAL 506, SEIU
(Para-educators)

By: *Theo Horesco*
Theo Horesco
Staff Representative

Date: *3/11/19*

CLINTON BOARD OF EDUCATION

By: *[Signature]*
Board Chairperson

Date: *3/11/19*

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT is made by and between the Clinton Board of Education (the "BOARD") and the Clinton Para-Educators, MEIU, Local 596, SEIU (the "UNION"). The BOARD and the UNION will herein be referred to collectively as the "parties."

WHEREAS, the BOARD and the UNION are parties to a collective bargaining agreement covering the period July 1, 2018 through June 30, 2021, (the "Agreement").

WHEREAS, the parties agree that it is in the parties' mutual interest to change the insurance plan to the State Partnership Plan 2.0 ("SPP) effective July 1, 2019, and

WHEREAS, the parties agree that the following terms will be included in the successor collective bargaining agreement, and

NOW THEREFORE, the parties agree that the following provisions will be effective July 1, 2019:

Effective July 1, 2019, subject to the conditions set forth below, in lieu of the health benefits and dental benefits described in Article XVI, Insurance and Pension, of the Agreement respectively, the Board shall offer each bargaining unit member the opportunity to participate in the Connecticut State Partnership Plan 2.0 (SPP) for health benefits and dental benefits. The health plan benefits shall be as set forth in the SPP effective on July 1, 2019, including any subsequent amendments or modifications made to the SPP by the State and its employee representatives. The administration of the SPP, including open enrollment, beneficiary eligibility and changes, and other administration provisions shall be as established by the SPP.

- a. The premium rates shall be set by the SPP. Based on such rates, the Board shall establish a blended rate to provide the same rate to active and retired administrators in accordance with statute.
- b. The employee percentage share of such premium cost shall be as follows:

Effective July 1, 2019:	18%
Effective July 1, 2020:	19%
- c. 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.
- d. In the event any of the following occur, the Board or the Union may reopen negotiations in accordance with Conn. Gen. Stat. Section 10-153f(e) as to the sole issue of health insurance, including plan design and plan funding, premium cost share and/or introduction of replacement medical insurance in whole or in part.

i) If the SPP in its current form is no longer available; or if the benefit plan design of the SPP is modified as a result of a change in the State's collective bargaining agreement with SEBAC, if such modifications would substantially increase the cost of the medical insurance plan offered herein. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance 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 insurance plan offered herein. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan; and/or

iii) If the cost of medical insurance plan offered herein is expected to result in the triggering of an excise tax under The Patient Protection and Affordable Care Act ([ACA; P.L. 111-148], as amended, inter alia, by the Consolidated Appropriations Act of 2016 [P.L. 114-113]) and/or if there is any material amendment to the ACA that would substantially increase the cost of the medical insurance plan offered herein. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan.


e. In any negotiations triggered under subparagraph d above as well as negotiations for a successor to this collective bargaining agreement, the parties shall consider the High Deductible Health Plan with Health Savings Account set forth in Article VII(A) to be the baseline for such negotiations, and the parties shall consider the following additional factors:


- Trends in health insurance plan design outside of the SPP;
- The costs of different plan designs, including a high deductible health plan structure 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.

Clinton Board of Education

Municipal Employees Union Independent,
Local 506, SEIU, Clinton Para-Educators

By  _____
Date 3/29/19

By  _____
Date 3/15/2019