

**AGREEMENT  
BETWEEN THE**

**SCOTLAND BOARD OF EDUCATION**

**AND THE**

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

**July 1, 2019 to June 30, 2022**

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## PREAMBLE

This Agreement is made as of the \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2019 by and between the Scotland Board of Education, referred to as the "Board," and the Municipal Employees Union Independent, SEIU Local 506, referred to as the "Union."

## ARTICLE I: RECOGNITION

### Section One

The Board recognizes the Union as the exclusive representative of a unit consisting of all paraeducators, and library aides, excluding clerical and temporary employees, in the public school system of Scotland, for the purposes of, and with all the rights and privileges as provided by the Municipal Employees Relations Act ("MERA") §7-467, *et seq.*, of the Connecticut General Statutes.

Part-time employees working less than twenty (20) hours per week will receive benefits under this contract pro rata. Any part-time employees employed with the Board of Education on July 1, 2010 will not have their benefits reduced as a result of becoming covered by this contract.

### Section Two

The Board agrees to inform the Union about the creation of new jobs which may be appropriately classed in the bargaining unit.

## ARTICLE II: UNION SECURITY AND RIGHTS

### 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 five (5) days of the date of hire. The Board 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. If that mutually agreed time is outside an employee's regular working hours, the employee shall be paid at their regular hourly rate for the meeting.

### 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, initiation fees, as may be fixed by the Union and as may be permitted by law. 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. The Board agrees to deduct from the pay of its bargaining unit members such voluntary payroll deductions for the Union's Political Action Fund as such members may desire. These deductions shall be kept consistent with federal and state law on this subject.

### **Section Three**

The Union shall supply to the Board written notice at least thirty (30) days prior to the effective date of any change in the rate of fees and dues. In addition, the Union shall furnish the Board with a statement signed by the employee authorizing the Board to make dues deduction(s).

### **Section Four**

The deduction of Union fees and dues for any month shall be made on a biweekly basis during the applicable month. The deducted fees and dues shall be remitted to the financial officer of the Union not later than the third Thursday of the following month, except in case of an unanticipated operational problem. In such case, the remittance will be made as soon as possible following the third Thursday of the following month. The monthly dues and/or service fee remittances to the Union will be accompanied by the list of names of employees from whose wages deductions have been made.

### **Section Five**

No dues or fees will be deducted from an employee to whom the Board has provided discretionary unpaid leave and who has exhausted accumulated sick leave or while collecting Workers' Compensation.

### **Section Six**

The Board agrees to provide space on a bulletin board at the Scotland Elementary School for the exclusive use of the Union. The bulletin board space shall be for information only and not for derogatory purposes.

### **Section Seven**

Union representatives and stewards shall be permitted to enter the School for the purpose of discussing, processing, or investigating grievances or fulfilling the Union's role as bargaining agent. In order to enter the school, the representative(s) or steward(s) must obtain the approval of the building Principal, the visit must not disrupt school operations, and the individual(s) must comply with the policies and procedures applicable to members of the public entering the building. Approval of the building Principal shall not be unreasonably withheld.

### **Section Eight**

Stewards shall also be provided access to a telephone, pay phone or otherwise, in order to contact the Union office. No toll calls shall be made.

### **Section Nine**

A total of two (2) days will be available for use by a designated bargaining unit member(s) or co-steward(s) to be released with pay for MEUI activities, such as training and conventions. One (1) individual may take two (2) days, or two (2) individuals may take one (1) day each. Two (2) weeks' advance notice shall be given to the employee's supervisor and the Superintendent.

### **Section Ten**

The Board shall provide each employee with an electronic copy of the contract within thirty (30) days after the signing of this Agreement. The Board shall provide each new employee an electronic copy of this agreement.

### **Section Eleven**

The Board shall provide the Union with two (2) signed contracts after the signing of this Agreement. The Union shall provide the Board with two (2) signed copies of the contract.

### **Section Twelve**

The Union may use the school building without cost for meetings of its members. In order to use the building, the Union must provide advanced notification to, and obtain the authorization of, the Superintendent. Further, such use must not subject the Board to additional expense, such as the cost of paying a custodian to remain on duty in order that the building may be closed after such a meeting. Such authorization shall not be unreasonably withheld.

### **Section Thirteen**

The Union shall indemnify and hold the Board harmless from any and all demands, suits, complaints and claims, including reasonable attorney's fees caused by or arising out of the administration or enforcement of this article, including specifically, but not limited to, the voluntary deduction of funds for the Union's Political Action Fund or any union dues.

## **ARTICLE III: MANAGEMENT RIGHTS**

Subject to the provisions of this Agreement, it is recognized that the Board has and will continue to retain, whether exercised or not, the sole right, responsibility and prerogative to direct the operation of the Board in all its aspects, including but not limited to the following:

- To maintain educational activities and programs as in its judgment will best serve the interests of the students;
- To determine the type of work to be performed by the personnel;
- To assign all work to employees or other persons;
- To decide the methods, procedures and means of conducting the work;
- To select, hire, and demote employees, including the right to prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work;
- To discharge or otherwise discipline any employee;
- To promote, transfer, and layoff employees'
- To decide the need for facilities;
- To determine the number, age and qualifications of pupils to be admitted into each school or program;
- To designate the schools or programs that shall be attended by the various students;

- To prescribe rules for the management, studies, classification and discipline and school programs;
- To decide the textbooks to be used;
- In general, to control, supervise and manage the operations of the school system, and its professional staff under governing laws; and
- To establish or continue policies, practices and procedures for the conduct of Board business and the management of its operations, and from time to time, to change or abolish such policies, practices or procedures.

These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with or in violation of the specific terms and provisions of this Agreement.

#### **ARTICLE IV: NON-DISCRIMINATION**

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.

#### **ARTICLE V: HOURS OF WORK, OVERTIME**

##### **Section One**

The normal workweek for the full-time employees shall be five days per week, Monday through Friday.

##### **Section Two**

Bargaining unit members shall be compensated for all hours actually worked at the direction of the Superintendent.

- 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.

##### **Section Three**

The Board shall attempt to schedule the normal work day between and including 7:30 a.m. and 4:00 p.m. unless the needs of the school system dictate otherwise. A permanent change in hours shall be made only after two weeks' notice to the employee affected.

##### **Section Four**

The provisions of this article shall not preclude the Board from altering work schedules or creating less than full-time positions to meet the needs of the school system.

### **Section Five**

The normal workday shall be up to seven (7) hours in duration.

### **Section Six**

Employees working at least six hours per day shall receive an unpaid lunch of one-half hour in duration as part of this normal workday.

### **Section Seven**

Employees working at least six hours per day shall receive a paid break of fifteen (15) minutes. On early release days employees shall receive a single paid break of ten (10) minutes. The timing of such breaks shall be at the discretion of the employee's principal or supervisor and shall not result in the disruption of the school's operations.

### **Section Eight**

Before summer recess of each year, the Principal will notify the paraeducators in writing, based on his or her best information at that time, whether it is expected that the employee will have continued employment in the school system for the next school year. Such assurance of employment will not create any contract of employment for any term, whether implicit or explicit. Nor will such assurance, even if given in the context of an assignment, serve as any waiver of the administration's ability to make or change that employee's assignment or that of any other employee. If there is a change in assignment, the employee shall be notified of the change in writing as soon as reasonably possible.

### **Section Nine**

Special duties (i.e. lunch or recess duty) shall be divided equitably among paraeducators, based on ability, experience, and building operations.

### **Section Ten**

In the event of a late opening or early closing of school due to an emergency situation, paraeducators will be paid for their scheduled workday.

### **Section Eleven**

The Board may, at its discretion, provide an employee assigned to accompany a student(s) during an overnight trip with an eight-hour, duty free, sleeping period. When such an employee is provided with such a sleeping period, he or she will not be paid for that time.

## **ARTICLE VI: SENIORITY**

### **Section One**

Seniority shall be defined as status for specific purposes based on an employee's uninterrupted full-time services with the Board, from date of last hire, including all authorized paid or unpaid leave, including workers' compensation leave, providing the employee returns to work immediately at the conclusion of such leave. Seniority shall be broken if the employee:

- a. Quits;
- b. Retires;
- c. Is discharged for just cause;
- d. Fails to report to work within fourteen (14) calendar days after written notice of recall;
- e. Accepts employment elsewhere while on leave of absence; or
- f. Is laid off for a consecutive period equal to his seniority at the time of such layoff, but in no event to exceed fifteen (15) months.

### **Section Two**

The Board shall prepare a list of all employees covered by this Agreement showing their seniority in the length of service and deliver the same to the Union office by October 1 of each year.

## **ARTICLE VII: PROBATIONARY PERIOD**

### **Section One**

All new employees covered by this Agreement shall serve a probationary period of six (6) months. All employees covered by this Agreement who are promoted, transferred, or otherwise move into a new position or classification shall serve a working test period of three (3) months. Determination of the employee's level of performance, whether satisfactory or not, is at the sole discretion of the Superintendent during these periods. An employee's probationary period or working test period may be extended by mutual agreement of the parties, which will not be unreasonably withheld.

### **Section Two**

During the probationary period, a new employee may be discharged or disciplined for any reason whatsoever and neither the employee nor the Union shall have any recourse to the grievance, arbitration, or just cause provisions of this Agreement. Upon successful completion of the employee's probationary period his seniority shall date back to the date of his or her original employment as an employee of the Board of Education.

### **Section Three**

During a working test period, an employee who is working in a new position or classification may be returned by the Superintendent to his or her original position, if available, for any reason whatsoever and neither the Union nor the employee shall have recourse to the grievance or arbitration provisions of this Agreement. This paragraph does not create any right on the part of the employee to choose, decide, or demand to be returned to his or her original position.

## **ARTICLE VIII: VACANCIES**

### **Section One**

Job vacancy is defined as an opening that is created by a death, retirement, resignation, dismissal or creation of a new position in the bargaining unit.

## **Section Two**

The Board and the Union agree that all position vacancies within the bargaining unit shall be posted in advance of filling such position. Notwithstanding this provision, vacancies shall only be posted after the Superintendent has exercised his/her right to fill openings by means of employee transfer. Vacancies shall be filled on the basis of qualification and experience as determined by the Superintendent of Schools. Only when these factors are equal, in the opinion of the Superintendent of Schools, will the individual with the most seniority be hired or appointed to fill the vacancy. The length of continuous service within the bargaining unit shall determine the seniority of the employee.

## **Section Three**

All job vacancies covered by this Agreement shall be posted. Postings shall be placed on the school's designated Union bulletin board space and at the office of the Board of Education for five (5) working days. A copy of the posting will be sent to the last provided address for the Union steward and the Union office. During summer months, vacancy notices shall be mailed to the last provided address of the Union steward and the Union office. No position will be filled until the posting period date has closed. The Union is responsible for providing the Board with the name and address of the Union steward to receive the postings.

## **Section Four**

A bargaining unit employee desiring to apply for a vacancy shall file an application in writing within the time that the vacancy is posted.

## **Section Five**

If a vacancy is filled by a bargaining unit member, the employee shall retain his/her accrued sick leave.

# **ARTICLE IX: LAYOFF AND RECALL**

## **Section One**

Layoff shall be based on reverse order of seniority within classification. An employee holding a position scheduled for elimination due to layoff may bump the least senior employee within his/her classification subject to the condition that the bumping employee can, in the reasonable assessment of the Superintendent, satisfactorily perform the duties of the employee being bumped.

## **Section Two**

An employee who is laid off shall have recall rights within his or her classification for fifteen (15) 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 employee on the recall list is 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. Returning individuals must return to work within fourteen (14) calendar days from the date of

the mailing of the notification or the date the position becomes open, whichever occurs later. An employee on the recall list shall be offered temporary or substitute bargaining unit work that is available provided the employee is qualified to perform the work.

## **ARTICLE X: PERSONNEL RECORDS**

### **Section One**

An employee shall be permitted during normal business hours and upon reasonable notice to examine and copy any and all materials in his/her personnel file. 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 including unsatisfactory performance evaluations. An employee may file a written rebuttal to such material, so long as he or she does so during the first 60 days after receipt of such copy.

### **Section Three**

All employees shall receive an updated record of their cumulative leave balances as of the first payroll in September of each new school year.

## **ARTICLE XI: SICK LEAVE**

### **Section One**

Employees will be granted ten (10) days of sick leave annually with full pay. Employees hired on or after January 1 of any school year will earn one (1) day of sick leave for each month of employment during the remainder of that school year.

### **Section Two**

Unused sick leave may be accumulated for future use but the total accumulation shall not exceed sixty (60) working days.

### **Section Three**

Up to five (5) days of sick leave may be used in the following cases:

- a. the employee's own illness, injury, and treatment (includes preventive care);
- b. the employee's spouse or child's illness or injury (child includes biological, adopted, foster, stepchild, legal ward, and child over 18 if incapable of self-care due to disability); or
- c. absence related to family violence or sexual assault (includes medical or psychological care or counseling, receipt of services from a victim's services entity, relocating or participation in civil or criminal legal proceedings).

Any remaining days of sick leave may be used in the following cases:

- a. personal illness;

- b. enforced quarantine of the employee in accordance with community health regulations; or
- c. up to three (3) days per year for illness in the immediate family that requires the employee's presence. Immediate family shall include the following members only: spouse, parent, stepparent, stepchild, child, brother, sister, or a member of the employee's household.

#### **Section Four**

- a. The Board may require an employee requesting a medical leave of more than five (5) consecutive work days to provide medical certification of such need, so long the Board's request for such medical certification is otherwise consistent with how requests for medical certification must be made under the rules for the federal Family and Medical Leave Act (FMLA). The Board will be subject to such FMLA medical certification rules regardless of whether the employee is actually eligible for FMLA leave or is taking medical leave pursuant to a different entitlement, (e.g. collective bargaining agreement, state law, etc.).
- b. Employees scheduling non-emergency, elective, or cosmetic surgery will make reasonable attempts to schedule such surgery during the summer recess.
- c. Notwithstanding any limitations in paragraph a, above, the Board may require an employee to provide medical certification of medical leave if sick leave abuse is suspected. Sick leave abuse includes, but is not limited to, a pattern of sick days taken on the day before or after a long weekend, a holiday, or a vacation period; an above average number of two-day medical absences; or a long term pattern of full use of all annual sick leave entitlement.

#### **Section Five**

- a. Any full-time employee who uses no sick leave days during a school year shall receive a two hundred fifty dollar (\$250) stipend.
- b. Any full-time employee who uses no personal leave days during a school year shall receive a two hundred fifty dollar (\$250) stipend.
- c. Payment of such stipends referenced in subsections A and B, above shall be made after the close of the respective school year.

### **ARTICLE XII: PERSONAL LEAVE**

#### **Section One**

Each employee who has completed the probationary period shall have three (3) days of personal leave of absence with pay in each school year, except that an employee hired on or after January 1 of any school year shall have one and a half (1.5) days of such leave in the school year he or she is hired. Use of personal leave days shall be for the purpose of conducting business of a personal nature that cannot be otherwise accomplished outside the workday.

## **Section Two**

Personal leave days will be requested twenty-four (24) hours in advance and no reason for the request must be provided for two (2) such personal days. The remaining personal day and any such personal days requested less than twenty-four (24) hours in advance must be accompanied with an explanation of the reasons such leave cannot otherwise be accomplished outside of the workday.

## **Section Three**

Personal days shall not be taken on the day before or after a long weekend, a holiday, or a vacation period, except with prior approval by the Superintendent or designee.

## **Section Four**

If a pattern of abuse occurs, the Superintendent may require for all personal absences an explanation of the reasons such leave cannot otherwise be accomplished outside of the workday.

# **ARTICLE XIII: OTHER PERSONAL ABSENCE**

## **Section One: Bereavement**

Each paraeducator shall be entitled to two (2) bereavement days leave in the event of a death in the immediate family, which is defined as spouse, child, mother, father, brother, sister, mother-in-law, father-in-law, or any person residing in the employee's home.

Additionally, each paraeducator shall be entitled to one (1) bereavement day leave in the event of a death of a grandparent, grandchild, cousin, aunt, uncle, brother-in-law, or sister-in-law.

If further leave is needed, it will be at the discretion of the superintendent and deducted from the paraeducator's accumulated sick leave.

All bereavement days shall be non-cumulative.

## **Section Two: Jury Duty**

An employee required to report for jury duty shall receive his/her normal day's pay for a period not to exceed thirty days, provided the employee tenders his or her jury duty pay to the Board during this period. Time out for jury duty shall not be charged against accumulated sick leave or personal leave. An employee released from jury duty prior to 12:00 in the afternoon shall report to work to be eligible for benefits under this section.

If a probationary employee is required to report for jury duty for a period greater than two work-weeks, the employee's probationary period will be extended by the number of days lost from work as a result of jury duty.

## **Section Three: Workers Compensation**

In cases where an employee regularly working thirty or more hours per week is absent from work because of an employment related injury or illness as covered by the Workers' Compensation Act, he or she shall receive from the Board an amount which represents the difference between full salary and compensation benefits for a period not to exceed sixty (60) work days. This differential shall not be chargeable to any sick leave that the employee has accrued. After the expiration of this sixty (60) day period, an employee may use available sick

leave to make up the difference between his/her regular salary and the workers' compensation benefit received.

In no case shall the differential received by the employee exceed an amount that, after taxes, allows the employee to net take-home wages that are greater than he or she earned while working.

#### **Section Four: Family and Medical Leave**

Each employee shall be eligible for unpaid leave in accordance with the provisions of the Family and Medical Leave Act of 1993 and the amendments thereto.

#### **Section Six: Other Leaves of Absence**

Other days off without pay up to a total of fifteen (15) school days may be granted at the discretion of the Superintendent. Leaves of a longer duration may be granted at the discretion of the Board.

### **ARTICLE XIV: HOLIDAYS**

#### **Section One**

The following days shall be designated as paid holidays:

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

#### **Section Two**

The school calendar shall be used to determine the day on which the holiday falls.

#### **Section Three**

If a holiday, as listed in Section One, occurs while an employee is out on sick leave, the employee's sick leave shall not be charged for that holiday. Instead, the employee will be paid for the holiday in the same manner as he or she would have been paid had the employee not been on sick leave.

### **ARTICLE XV: GRIEVANCE PROCEDURE**

#### **Section One**

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 or the Union, seeking recourse under the terms of this Article.
- c. “Days” shall mean those days designated as working days on the school calendar, except that during summer recess “days” shall mean weekdays, Monday through Friday, when the central office of the school district is open for business.
- d. “Superintendent” shall mean the Superintendent of schools or other representative as designated by the Board.

## **Section Three: Time Limits**

As 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. Step One: Principal.

A member of the unit with a grievance shall first discuss said grievance with the Principal, either directly or through a Union representative, with the object of informally resolving the matter. If the grievant is not satisfied with the disposition of the matter, he/she and/or a Union representative shall reduce the grievance to writing and submit it to the Principal. Such written grievance must be so submitted within thirty (30) days from the date of the grievance. The Principal shall meet with the grievant and 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 Principal shall give a written answer to the grievant, with a copy to the Union.

- b. Step Two: Superintendent.

If unsatisfactory, the Union may file a written grievance with the Superintendent within five (5) days after the decision at Step One. Within five (5) days after the receipt of the written grievance by the Superintendent, the Superintendent will meet with the grievant and a representative of the Union in an effort to resolve the grievance. The Superintendent shall answer the grievance in writing within five (5) days after the date of the above meeting. A copy of said answer shall be sent to both the grievant and the Union.

- c. Step Three: Board of Education.

If unsatisfied with the answer at Step Two, the Union may file a written grievance with the Board within five (5) days after the decision at Step 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. A copy shall be sent to both the grievant and the Union.

d. **Step Four: Arbitration.**

Within fifteen (15) days after the Board's answer at Step Three, the Union may submit the grievance to arbitration. The submission to arbitration shall state the provision of the contract allegedly violated and the remedy sought. Grievances shall be submitted to the American Arbitration Association with a copy to the Superintendent. By mutual agreement the grievance can alternatively be submitted to the ADR Center (ADRC) or any individual mutually agreed upon as arbitrator, with a copy to the Superintendent. Each party shall bear its own costs for the arbitration, but shall equally share the cost of the arbitrator. 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.

**ARTICLE XVI: DISCIPLINARY ACTION**

**Section One**

No employee shall be disciplined or discharged except for just cause.

**Section Two**

All suspensions and discharges must be stated in writing with reason(s) included, and a copy shall be given to the employee at the time of such suspension or discharge. The Board shall mail a copy of the notice of suspension or discharge to the Union.

**Section Three**

Employees shall have the right to request Union representation at investigatory conferences where the employee has a reasonable expectation that his or her discipline will result. Any employee requested to stay beyond his or her workday shall be compensated at the regular hourly rate.

## **ARTICLE XVII: TRAINING AND DEVELOPMENT**

The Board of Education may provide in-service training sessions for employees. Employees who are required to attend such in-service training sessions shall be paid for attending those sessions that are outside their regularly scheduled work hours, at their regular hourly rate.

Employees may apply in advance in writing to the Superintendent for reimbursement for tuition and related expenses or for required coursework (i.e. Title I Paraeducator requirements). If granted, reimbursements per year shall not exceed \$150 and will be processed for payment upon submission of a receipt and a copy of a transcript reflecting a passing grade of B or better, or, in the case of a pass/fail course, a Pass. At the discretion of the Superintendent, this reimbursement may be used for a non-credit course, workshop, or seminar, where a grade is not given. In such case, proof of attendance will be needed for reimbursement.

Typically, mileage for travel to and from educational courses, workshops, seminars and such under this section will not be reimbursed. If two or more employees car-pool to such an event, the Superintendent may, in his or her discretion, reimburse mileage for the employee who drove.

It will remain in the Board's discretion whether or not to place a bargaining unit member in a position that requires special certification. If the Board decides to do so, and the bargaining unit member is therefore required to attend training in order to obtain such certification, then the Board will pay the bargaining unit member a stipend of One Hundred Dollars (\$100) per course for any such course taken to meet the mandatory certification requirements.

Employee will be paid for all travel time when attending mandatory training outside their normal work locations. Such travel time will be measured as originating from and returning to the Scotland Elementary School, not from the employee's home or other location.

## **ARTICLE XVIII: MISCELLANEOUS**

### **Section One**

The Union recognizes the Board's right to require any bargaining unit employee(s) to submit to state and national criminal history records checks. As part of such records checks, the Board may arrange for the fingerprinting of such employee(s). For any bargaining unit member employed by the Board as of July 1, 2000, the Board shall pay any fee associated with the procurement of the criminal history records check including fingerprinting.

### **Section Two**

Unless otherwise noted, the term Superintendent, as used in this document, will mean the Superintendent, or the Superintendent's designee.

## **ARTICLE XIX: WAGES**

### **Section One**

A new employee shall be paid at the hourly rate shown in the first step of such classification (see wage appendix or appendices A). Employees with experience, however, will be placed on the same step as incumbent employees with similar experience as a paraeducator, teacher's aide, classroom assistant, or like position.

## **Section Two**

An employee who continues in the same classification shall advance one step in the hourly wage scale on July 1 of 2020 and 2021 after he/she has completed the probationary period (see wage appendix or appendices A). This provision shall not be interpreted to entitle any employee to a step increase not described in the wage appendices or to a step increase after the expiration of this agreement.

## **Section Three**

When a paraeducator is required for more than one continuous hour to cover a class without the supervision of, and in the absence of the teacher, the employee will be entitled to a twenty five dollar (\$25) per day stipend in addition to their regular pay.

## **Section Four**

Employees shall receive an hourly rate equivalent to the top step of the wage scale currently in effect when working as a paraeducator with any school sponsored Club but only during any such time that is outside of their regular work hours.

## **ARTICLE XX: HEALTH INSURANCE**

The Board of Education shall provide bargaining unit members the following insurance, subject to the eligibility and other terms in this article:

### **a. Plan Design**

High Deductible Health Plan (HDHP) with a Health Savings Account (HSA) component and with the following:

- i) Deductible \$2,500/\$5,000
- ii) \$0 Office Visit, after deductible.
- iii) \$0 Wellness Visit, deductible waived.
- iv) \$0 Hospital Admission, after deductible.
- v) \$0 Outpatient Surgery, after deductible.
- vi) \$0 Walk-In/Urgent Care/Emergency Room, after deductible.
- vii) In/Out of Network deductible: \$2,500/\$5,000.
- viii) In-Network Co-insurance 100% after deductible.
- ix) Out-of-Network Co-insurance 70/30%, after deductible.
- x) Out-of-Pocket Maximum In-Network **\$3,500/\$7,000** and \$5,000/\$10,000 Out-of-Network.

xi) Prescription: After the exhaustion of the deductible, prescription drugs shall be subject to the following co-payments.

- (1) Five dollars (\$5) for generic;
- (2) Twenty-five dollars (\$25) for preferred brand name;
- (3) Forty dollars (\$40) for non-preferred brand name; and

Cost of mail order prescriptions shall be two (2) times the foregoing co-pays in the appropriate category listed above. Dosage: 30 day supply retail, 90 day supply mail.

b. The parties acknowledge that the Board's contributions toward the funding of the HDHP/HSA plan, referenced elsewhere in this article, are not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed and eligible bargaining unit members. The Board shall have no obligation to fund any portion of the HDHP/HSA deductible for individuals upon their separation from employment, including, but not limited to, any individuals selecting continuation coverage under COBRA, the Affordable Care Act, or any other law or regulation.

c. This plan is more fully described in its summary of benefits, which is included for reference purposes only as Appendix B.

d. **Eligibility and terms**

i) Bargaining unit members may have access to individual, dual, and family policies but Board subsidized insurance will be limited to the individual level policies.

ii) The Board will share the premium cost at the individual level plan as follows: 20.5% employee, 79.5% employer in 2019-2020; 21.5% employee, 78.5% employer in 2020-2021, and 22% employee, 78% employer in 2021-2022.

iii) Bargaining unit members desiring dual or family coverage will "buy up" from the individual policy. That is, all premium costs above the Board's 80% PCS for the individual policy will be paid by the employee.

iv) The Board will make an HSA contribution to the deductible in the amount of 40% of the deductible. The Board's contribution to the deductible shall be deposited into the employee's HDHP/HSA accounts in the following manner: half (½) of the Board's contribution to the deductible on or about July 1<sup>st</sup> and the remaining half (½) on or about January 1<sup>st</sup>.

v) Participation will be limited to two (2) employees total. Eligibility will be based on seniority. If a senior person is offered access and declines, the next most senior person will be offered access. Once a member is participating, he or she will be entitled to remain on the policy, even if there are more senior people who later decide to participate. For instance, if in Year 2, a junior person is the first to participate, then in

Year 3, that junior person will remain on the plan and only the second slot will be offered to bargaining unit members on a seniority basis, not both slots.

e. **ACA compliant plan**

i) The ACA compliant plan currently being offered to the bargaining unit members per federal law will continue to be offered. The employee will pay the full premium of the coverage selected.

f. **Deductions and Pro Rata Coverage**

i) In order to receive benefits under this article, an eligible employee must submit a written wage deduction authorization permitting the Board to deduct from the employee's pay his/her share of the premium set forth above. Any employee eligible for insurance under section d), above, and desiring insurance coverage shall so notify the Business Manager of elected coverage on or before June 1st of each year. Each such employee will be informed of the premium in writing prior to the first or any revised deduction. All insurance benefits, including the reinstatement of discontinued benefits, shall be provided in accordance with the terms of the insurance company administering the plan at the time that benefits are sought.

ii) Eligible employees regularly scheduled for less than 30 hours per week shall receive benefits as set forth in this Article on a pro rata basis. That is, the Board's contribution to the cost of coverage shall be an amount equal to the Board's contribution for 30-hour employees multiplied by the employee's fractional hourly equivalent.

g. **Carrier Change**

i) In any case where the name of a particular company or a specific plan has been used in this Article, the intent is to indicate a general type of insurance and not to establish a relationship with one particular company, any specific plan, or any cooperative or group. All insurance benefits shall be subject to an "or equal" provision which shall allow the Board to effect whatever economics it may deem appropriate provided there is no decreases in the benefit that is negotiated. The Board may insure with other companies, self-insure, or participate in a cooperative, consortium, collaborative process, or purchasing exchange, such as provided under Public Act 10-174 or otherwise allowed by law.

ii) The Board will provide the Union thirty (30) days advanced written notification of its intent to change its insurance benefit provider(s). If the Union does not agree with the proposed change(s), it shall provide the Board with a written statement detailing the reasons for such disagreement, specifically listing the changes in the level of benefits, service, or administration to which it objects. The Union must submit this written statement within thirty (30) days of being provided notice. Failure to submit such statement within the thirty (30) time period shall be deemed agreement of the proposed change.

h. **Affordable Care Act**

The Patient Protection and Affordable Care Act ("PPACA"; Public Law 111-148) has set forth and codified under the Internal Revenue Code (IRC) §49801 the imposition of an excise tax related to employer provided health insurance plans that exceed certain value

thresholds. Should any federal statute or regulation pertaining to IRC §49801 be mandated to take effect in the term of this contract, triggering the imposition of an excise tax or similar excess charge with respect to any of the contractually agreed upon insurance plans offered in the parties' Agreement, the parties agree to commence mid-term negotiations on the issue of health insurance in accordance MERA.

#### **ARTICLE XXI: SAVINGS CLAUSE**

##### **Section One**

This agreement contains the full and complete agreement between the Board and the Union on all negotiable issues, and neither party shall be required during the term thereof to negotiate upon any issue, whether it is covered or not covered, in this agreement. However, the parties may mutually agree to such negotiations. This agreement shall not be altered, amended or changed except in writing, signed by both the Board and the Union, which amendment shall be appended hereto and become a part thereof.

##### **Section Two**

If any section, sentence, clause or phrase of this agreement shall be held for any reason to be inoperative, void, or invalid, the validity of the remaining portions of this agreement shall not be affected.

#### **ARTICLE XXII: NO LOCKOUT/NO STRIKE**

During the term of this agreement, the Board agrees there shall be no lockout of any employee or employees. The Union agrees that there shall be no strike or concerted refusal to render services that interfere with the orderly operation of the school system during the term of this agreement. The failure or refusal on the part of any employee to comply with these provisions shall serve as grounds for immediate discipline, up to and including discharge.

Notwithstanding the prior paragraph, no employee may perform a task that the employee reasonably believes would constitute a violation of state or federal safety law. If an employee reasonably believes that an assigned task would constitute such a violation, the employee shall promptly report his or her concerns to his or her administrator or supervisor.

#### **ARTICLE XXIII: DURATION**

At the date of signing this agreement, the Board and the Union agree that this agreement shall be in full force and effective from July 1, 2019 to June 30, 2022.

**SIGNATURE PAGE**

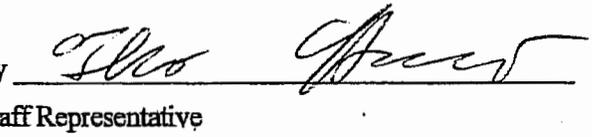
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

BOARD OF EDUCATION OF SCOTLAND

Date 4/2/19 By   
Chairperson

MUNICIPAL EMPLOYEES UNION INDEPENDENT,  
SEIU, LOCAL 506

Date 4/2/19 By   
Steward

Date 4/2/19 By   
Staff Representative

Date \_\_\_\_\_ By \_\_\_\_\_

**APPENDIX A**  
**WAGE SCALE**

	<u>2019-2020</u>		<u>2020-2021</u>	<u>STEP</u>	<u>2021-2022</u>
2		2		2	-
3		3		3	-
4		4		4	-
5		5		5	-
6	16.22	6	16.58	6	\$17.00
7	16.61	7	16.98	7	\$17.40
8	16.99	8	17.38	8	\$17.81
9	17.40	9	17.79	9	\$18.24
10	17.56	10	17.96	10	\$18.41
11	17.85	11	18.25	11	\$18.71

Effective July 1, 2019:

A new employee shall be paid at the hourly rate shown in the first step of the current fiscal year. Employees with experience, however, will be placed on the same step as incumbent employees with similar experience as a paraeducator, teacher's aide, classroom assistant, or like position.

There will be no step movement for year one of this agreement. Each employee will move up one step on the schedule on July 1, 2020 (for year two) and July 1, 2021 (year three).

**APPENDIX B**

**MEDICAL/DENTAL INSURANCE BENEFITS**

(for information only)

**CONNECTICARE FLEX POINT OF SERVICE PLAN**

<b>BENEFIT</b>	<b>CENTURY PREFERRED</b>
<b>Cost Shares</b>	<p>In-Network services subject to co-pays. Out-of-Network services subject to deductible and coinsurance</p> <p><b><u>In-Network Co-pays:</u></b></p> <ul style="list-style-type: none"> <li>• Office Visit: \$30.</li> <li>• Emergency Room: \$150.</li> <li>• Outpatient Surgery: \$500.</li> <li>• Per Hospital Admission: \$500 per day to a maximum of \$1,500.</li> <li>• Walk-in: \$30.</li> <li>• Urgent Care: \$75.</li> <li>• Wellness: \$0.</li> <li>• Lifetime maximum: Unlimited</li> <li>• Out-of-pocket Maximum: \$6,350/\$12,700/\$12,700</li> </ul> <p><b><u>Out-of-Network:</u></b></p> <ul style="list-style-type: none"> <li>• Calendar Year Deductible: \$500/\$1,000/\$1,500.</li> <li>• Coinsurance – 70%/30%.</li> <li>• Calendar Year Out-of-Pocket coinsurance maximum: \$5,000/\$10,000/\$15,000.</li> <li>• Lifetime Maximum: Unlimited.</li> </ul>
<b><u>Preventive Care</u></b>	
Pediatric	<p>No Charge</p> <p>No age or frequency based schedule required</p>
Adult	<p>No Charge</p> <p>No age or frequency based schedule required</p>
Vision	<p>No Charge</p> <p>1 vision exam every calendar year</p>
Hearing	<p>No Charge</p> <p>1 hearing exam every calendar year</p>
Gynecological	<p>No Charge</p>

<b>Medical Services</b>	
Medical Office Visit	\$30 co-pay in-network
Outpatient FT/OT/Chiro/ Speech Therapy	\$25 co-pay in-network 50 visits combined
Allergy Services Injections	\$30 co-pay in network No co-pay for injections 80 visits in 3 years
Diagnostic Lab & X-ray	No Charge
Surgery Fees	No Charge
Office Surgery	\$30 co-pay
Outpatient MH/SA	\$30 co-pay in network. No prior authorization
<b>Emergency Care</b>	
Emergency Room	\$150 co-pay (waived if admitted)
Urgent Care	\$75 co-pay
Ambulance	No Charge
<b>Inpatient Hospital</b>	<b>Note: All hospital admissions require pre-authorization</b>
General/Medical/Surgical/ Maternity (Semi-Private)	\$500 co-pay per day to a maximum of \$1,500
Ancillary Services (Medication, Supplies)	Covered
Psychiatric	\$500 co-pay per day to a maximum of \$1,500 Unlimited day maximum per calendar year
Substance Abuse/Detox	\$500 co-pay per day to a maximum of \$1,500 Unlimited day maximum per calendar year
Skilled Nursing Facility	\$500 co-pay per day to a maximum of \$1,500 Covered up to 120 days
Hospice	No Charge

<b>Outpatient/Hospital</b>	
Outpatient Surgery Facility Charges	\$500 co-pay
Diagnostic Lab & X-ray	No Charge
High Cost Diagnostic Test	No Charge
Pre-Admission Testing	Covered
<b>Other Services</b>	
Durable Medical Equipment	No Charge
Prosthetics	Covered
Home Health Care	200 visits per calendar year
Prescription Drugs	Commercial—Three Tier Managed Rx: \$5 Generic/\$25 Brand/\$40 Non-preferred Brand Mail Order: \$10 Generic/\$50 Brand/\$80 Non-preferred Brand (2 times co-pay) 30 Days Retail/90 Days Mail Order Unlimited Maximum.
Infertility	Place of service co-pay applies

**CONNECTICARE FLEX POINT OF SERVICE HDHP PLAN**

<b>Cost Shares</b>	No Office Visit Maximum
	<p align="center"><b>In-Network services subject to deductible</b></p> <p>Deductible: \$2,500/\$5,000 (shared with Out-of-Network)</p> <p>Member's Co-insurance after deductible: \$0</p> <p>Out-of-Pocket Maximum: \$2,500/\$5,000</p> <p>Preventive Care not subject to deductible</p> <p align="center"><b>Out-of- Network services subject to deductible and co-insurance</b></p> <p>Deductible: \$3,500/\$7,000 (shared with In-Network)</p> <p>Member's Co-insurance after deductible: 70%/30%</p> <p>Out-of-Pocket Maximum: \$5,000/\$10,000</p> <p>Lifetime Maximum: Unlimited</p>

<b>Preventive Care</b>	
Pediatric	100%--no deductible No age or frequency based schedule required
Adult	100% No frequency or age restrictions
Gynecological	100% No frequency or age restrictions
Immunization & Vaccinations	100%--no deductible
<b>Medical Services</b>	
Medical Office Visit	No charge after plan deductible
Therapy	No charge after plan deductible
Outpatient FT/OT/Speech	60 visits combined per calendar year
Chiropractic Care	12 combined visits per year
Allergy Services	
Injections	No charge after plan deductible
Diagnostic Lab & X-ray	No charge after plan deductible
Surgery Fees	No charge after plan deductible
Office Surgery	No charge after plan deductible
Outpatient MH	No charge after plan deductible
<b>Emergency Care</b>	
Emergency Room	No charge after plan deductible
Urgent Care	No charge after plan deductible
Ambulance	No charge after plan deductible
<b>Inpatient Hospital</b>	
<b>Note: All hospital admissions require pre-certification</b>	
General/Medical/Surgical/ Maternity (Semi-Private)	No charge after plan deductible
Ancillary Services (Medication, Supplies)	No charge after plan deductible

Psychiatric	No charge after plan deductible
Substance Abuse/Detox	No charge after plan deductible
Skilled Nursing Facility	No charge after plan deductible
Hospice	No charge after plan deductible
<del>Outpatient Hospital</del>	
Outpatient Surgery Facility Charges	No charge after plan deductible
Diagnostic Lab & X-ray	No charge after plan deductible
Pre-Admission Testing	No charge after plan deductible
<del>Other Services</del>	
Durable Medical Equipment	No charge after plan deductible Unlimited maximum per calendar year
Prescription Drugs	After the exhaustion of the deductible, prescription drugs shall be subject to the following co-payments.  (1) Five dollars (\$5) for generic;  (2) Twenty-five dollars (\$25) for preferred brand name;  (3) Forty dollars (\$40) for non-preferred brand name; and  The cost of mail order prescriptions shall be two (2) times the foregoing co-pays in the appropriate category listed above.  30 Days Retail/90 Days Mail Order
Infertility	No charge after plan deductible

# ConnectiCare

ConnectiCare Insurance Company, Inc.

## Dental Plans

**Premium: Unlimited Maximum, Without Orthodontic Coverage**

### DENTAL PLAN BENEFITS SUMMARY

Participating Provider (In-Network Level Of Benefits)	Non-Participating Provider (Out-of-Network Level Of Benefits) <sup>1</sup>	Care Category	Description By Illustration, Not By Limitation
100%	100%	Diagnostic	
100%	100%	X-Rays	
100%	100%	Preventive	Complete mouth x-ray, periodical x-ray, bitewing x-ray, panoramic x-ray, Prophylaxis, fluoride applications, space maintainers.
100 %	100%	Restorative**	The treatment of tooth decay by the use of amalgam and/or composite restorations.
0%	0%	Restorative-Crowns**	The use of gold, semiprecious, or nonprecious metals to restore a tooth or teeth which cannot be restored with amalgam or composite restorations.
100%	100%	Endodontics**	The treatment of the diseases of the nerve of the tooth.
0%	0%	Periodontics**	The treatment of the supporting tissues of the teeth, gums, and underlying bone, with either surgical or non-surgical procedures (where applicable).
0%	0%	Prosthetics Removable**	The replacement of missing teeth by the use of a removable appliance.
100%	100%	Prosthetics	The repair or modification of existing removable and/or fixed appliances so that they can continue to be serviceable.
0%	0%	Prosthetics	The use of gold, semiprecious, precious metals or implants to replace a missing tooth or teeth, which cannot otherwise be replaced with a removable appliance.
100%	100%	Extractions**	The extraction, either simple or surgical, of either a single tooth or multiple teeth, the shaping of bone ridges, the removal of a tooth end abscess, etc.
0%	0%	Bony Impactions**	The surgical removal of teeth partially or fully covered by bone.
0%	0%	Orthodontics**	The straightening of teeth for dental health reasons.
100%	100%	General Services**	All other adjunctive general services as coded in the American Dental Association (ADA) Current Dental Terminology, which are not included in the specific categories listed, that are covered services.

#### DEDUCTIBLES AND MAXIMUMS

Participating Provider (In-Network Level Of Benefits)	Non-Participating Provider (Out-of-Network Level Of Benefits) <sup>1</sup>	
Unlimited	Unlimited	Annual Maximum Per Individual
\$0.00	\$0.00	Annual Deductible Per Individual
\$0.00	\$0.00	Annual Deductible Per Family
\$0.00	\$0.00	Orthodontic Lifetime Maximum Per Individual

As used herein, "Annual" means the benefit year in which dental care services are performed.

\* For those subscribers and their families electing to be served by a non-participating provider; submitted claims will be processed at any time during the benefit year and reimbursements will be made at the level of coverage listed under "Non-Participating Provider (Out-Of-Network Level of Benefits)" and in amounts up to the schedule of allowances paid to participating provider. Payments will be limited to the individual annual maximum listed above or that portion of the individual annual maximum, which may be remaining if care had previously been provided during the benefit year by a participating provider, subject to the plan's deductibles and standard exclusions and limitations.

\*\* Care Category (ies) of coverage the deductible applies to.

# ConnectiCare

ConnectiCare Insurance Company, Inc.

## Dental Plans

Premium: \$2,000 Maximum, Without Orthodontic Coverage

### DENTAL PLAN BENEFITS SUMMARY

Participating Provider (In-Network Level Of Benefits)	Non-Participating Provider (Out-of-Network Level Of Benefits)**	Care Category	Description By Illustration, Not By Limitation
100%	100%	Diagnostic	
100%	100%	X-Rays	Complete mouth x-rays, periodical x-rays, bitewing x-rays, panoramic x-rays.
100%	100%	Preventive	Prophylaxis, fluoride applications, space maintainers.
80 %	80%	Restorative**	The treatment of tooth decay by the use of amalgam and/or composite restorations.
50%	50%	Restorative-Crowns**	The use of gold, semiprecious, or nonprecious metals to restore a tooth or teeth which cannot be restored with amalgam or composite restorations.
80%	80%	Endodontics**	The treatment of the diseases of the nerve of the tooth.
50%	50%	Periodontics**	The treatment of the supporting tissues of the teeth, gums, and underlying bone, with either surgical or non- surgical procedures (where applicable).
50%	50%	Prosthetics Removable**	The replacement of missing teeth by the use of a removable appliance.
80%	80%	Prosthetics	The repair or modification of existing removable and/or fixed appliances so that they can continue to be serviceable.
50%	50%	Prosthetics	The use of gold, semiprecious, precious metals or implants to replace a missing tooth or teeth, which cannot otherwise be replaced with a removable appliance.
80%	80%	Extractions**	The extraction, either simple or surgical, of either a single tooth or multiple teeth, the shaping of bone ridges, the removal of a tooth end abscess, etc.
50%	50%	Bony Impactions**	The surgical removal of teeth partially or fully covered by bone.
0%	0%	Orthodontics**	The straightening of teeth for dental health reasons.
80%	80%	General Services**	All other adjunctive general services as coded in the American Dental Association (ADA) Current Dental Terminology, which are not included in the specific categories listed, that are covered services.

#### DEDUCTIBLES AND MAXIMUMS

Participating Provider (In-Network Level Of Benefits)	Non-Participating Provider (Out-of-Network Level Of Benefits)**	
\$2,000		Annual Maximum Per Individual
\$50.00		Annual Deductible Per Individual
\$150.00		Annual Deductible Per Family
\$0.00		Orthodontic Lifetime Maximum Per Individual

As used herein, "Annual" means the benefit year in which dental care services are performed.

\* For those subscribers and their families electing to be served by a non-participating provider; submitted claims will be processed at any time during the benefit year and reimbursements will be made at the level of coverage listed under "Non-Participating Provider (Out-Of-Network Level of Benefits)" and in amounts up to the schedule of allowances paid to participating provider. Payments will be limited to the individual annual maximum listed above or that portion of the individual annual maximum, which may be remaining if care had previously been provided during the benefit year by a participating provider, subject to the plan's deductibles and standard exclusions and limitations.

\*\* Care Category (ies) of coverage the deductible applies to.

