

COLLECTIVE BARGAINING AGREEMENT

CLINTON BOARD OF EDUCATION

and

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

PARA-EDUCATOR

2021-2023

10495350v.2
10/26/2021

**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. Employees may express authorization for payroll deduction of membership dues and/or COPE contributions by submitting to the Union a written membership form, or by any other means indicating agreement allowable under state and federal law. The Union will submit to the Board a list of members who have authorized payroll deduction and shall provide the Board with verification that

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

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.

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.

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. Up to ten (10) banked sick days may be used in instances of qualifying FMLA leave for care for another.

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, including

**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

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.

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 XVI of the 2018-2021 Contract 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.

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.

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.

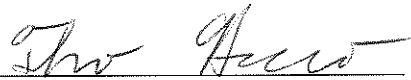
Section Two. Employees shall be provided with information and training necessary to the safe and effective handling of the children with whom they work. In the course of this contract, additional voluntary training shall be offered with an expectation that enough employees participate to make it cost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

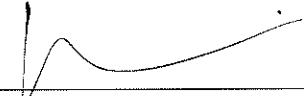
Section Three. An employee who has a special education student with an IEP providing for physical restraint shall, in addition to training specified in Section One, be provided with training in proper techniques for physical restraint, with updated training as necessary or required.

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, 2022.

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

CLINTON BOARD OF EDUCATION

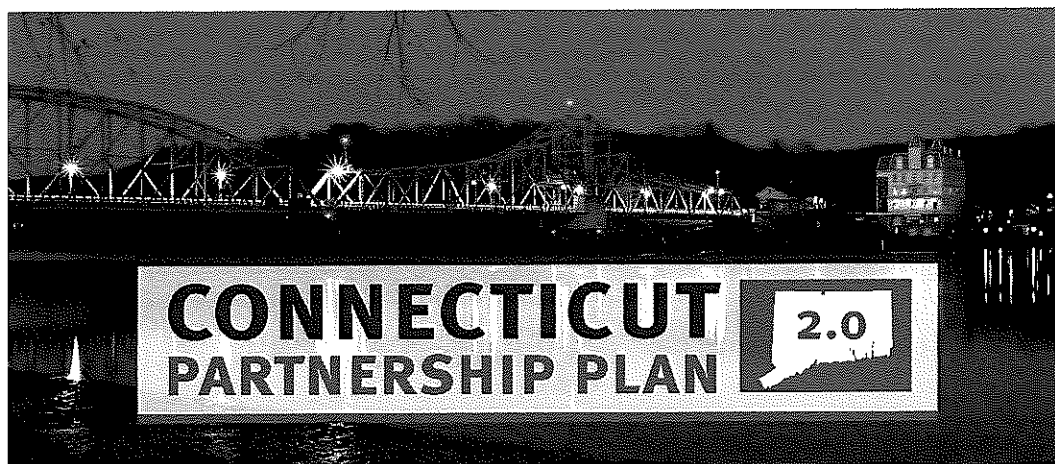
By: 
Theo Horesco
Staff Representative

By: 
Erica Gelven
Board Chairperson

Date: 12/21/21

Date: 12/21/21

APPENDIX B INSURANCE PLAN



A Great Opportunity for Very Valuable Healthcare Coverage

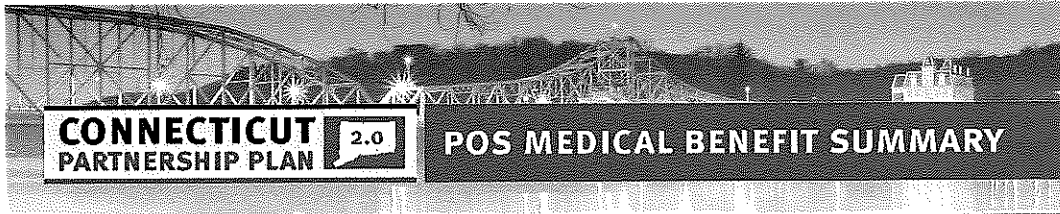
Welcome to the Connecticut (CT) Partnership Plan—a low-/no-deductible Point of Service (POS) plan now available to you (and your eligible dependents up to age 26) and other non-state public employees who work for municipalities, boards of education, quasi-public agencies, and public libraries.

The CT Partnership Plan is the same POS plan currently offered to State of Connecticut employees. You get the same great healthcare benefits that state employees get, including \$15 in-network office visits (average actual cost in CT: \$150), free preventive care, and \$5 or \$10 generic drug copays for your maintenance drugs. You can see any provider (e.g., doctors, hospitals, other medical facilities) you want—in- or out-of-network. But, when you see in-network providers, you pay less. That's because they contract with UnitedHealthcare/Oxford—the plan's administrator—to charge lower rates for their services. You have access to Oxford's Freedom Select Network in Connecticut, New Jersey, and parts of New York, and United's Choice Plus Network for seamless national access!*

When you join the CT Partnership Plan, the state's Health Enhancement Program (HEP) is included. HEP encourages you to get preventive care screenings, routine wellness visits, and chronic disease education and counseling. When you remain compliant with the specific HEP requirements on page 5, you get to keep the financial incentives of the HEP program!

Look inside for a summary of medical benefits, and visit www.osc.ct.gov/CTpartner to find out if your doctor, hospital or other medical provider is in UnitedHealthcare/Oxford's network. Information about the dental plan offered where you work, and the amount you'll pay for healthcare and dental coverage, will be provided by your employer.

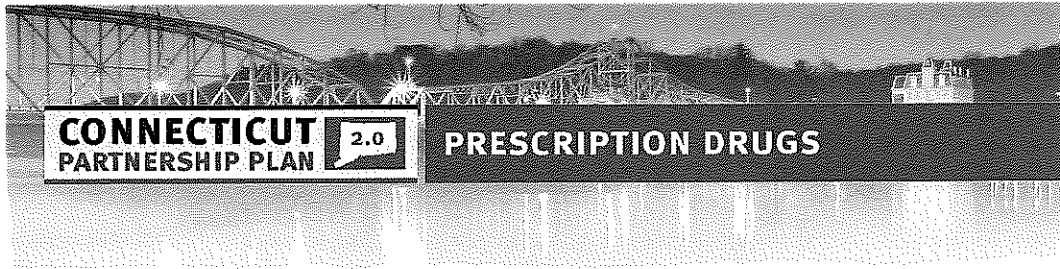
*Source: Healthcare Bluebook: healthcarebluebook.com



BENEFIT FEATURE	IN-NETWORK	OUT-OF-NETWORK
Emergency Room Care	\$250 copay (waived if admitted)	\$250 copay (waived if admitted)
Eye Exam (one per year)	\$15 copay	50% of allowable UCR* charges
**Infertility (based on medical necessity)		
Office Visit	\$15 copay	20% of allowable UCR* charges
Outpatient or inpatient Hospital Care	\$0	20% of allowable UCR* charges
**Inpatient Hospital Stay	\$0	20% of allowable UCR* charges
Mental Healthcare/Substance Abuse Treatment		
**Inpatient	\$0	20% of allowable UCR* charges (you may need to get prior authorization)
Outpatient	\$15 copay	20% of allowable UCR* charges
Nutritional Counseling (Maximum of 3 visits per Covered Person per Calendar Year)	\$0	20% of allowable UCR* charges
**Outpatient Surgery	\$0	20% of allowable UCR* charges
**Physical/Occupational Therapy	\$0	20% of allowable UCR* charges, up to 60 inpatient days and 30 outpatient days per condition per year
Foot Orthotics	\$0 (your doctor may need to get prior authorization)	20% of allowable UCR* charges (you may need to get prior authorization)
Speech therapy: Covered for treatment resulting from autism, stroke, tumor removal, injury or congenital anomalies of the oropharynx	\$0	Deductible plus Coinsurance (30 visits per Calendar Year)
Medically necessary treatment resulting from other causes is subject to Prior Authorization	\$0 (30 visits per Covered Person per Calendar Year)	Deductible plus Coinsurance (30 visits per Calendar Year)

*Usual, Customary and Reasonable. You pay 20% coinsurance based on UCR, plus you pay 100% of amount provider bills you over UCR.

** Prior authorization required: If you use in-network providers, your provider is responsible for obtaining prior authorization from UnitedHealthcare/Oxford. If you use out-of-network providers, you are responsible for obtaining prior authorization from UnitedHealthcare/Oxford.



PRESCRIPTION DRUGS	Maintenance* (31 to 90-day supply)	Non-Maintenance (up to 30-day supply)	HEP Chronic Conditions
Generic (preferred/non-preferred)**	\$5/\$10	\$5/\$10	\$0
Preferred/Listed Brand Name Drugs	\$25	\$25	\$5
Non-Preferred/Non-Listed Brand Name Drugs	\$40	\$40	\$12.50
Annual Out-of-Pocket Maximum	\$4,600 Individual/\$9,200 Family		

* Initial 30-day supply at retail pharmacy is permitted. Thereafter, 90-day supply is required—through mail-order or at a retail pharmacy participating in the State of Connecticut Maintenance Drug Network.

** Prescriptions are filled automatically with a generic drug if one is available, unless the prescribing physician submits a Coverage Exception Request attesting that the brand name drug is medically necessary.

Preferred and Non-Preferred Brand-Name Drugs

A drug’s tier placement is determined by Caremark’s Pharmacy and Therapeutics Committee, which reviews tier placement each quarter. If new generics have become available, new clinical studies have been released, new brand-name drugs have become available, etc., the Pharmacy and Therapeutics Committee may change the tier placement of a drug.

If your doctor believes a non-preferred brand-name drug is medically necessary for you, they will need to complete the Coverage Exception Request form (available at www.osc.ct.gov/ctpartner) and fax it to Caremark. If approved, you will pay the preferred brand co-pay amount.

If You Choose a Brand Name When a Generic Is Available

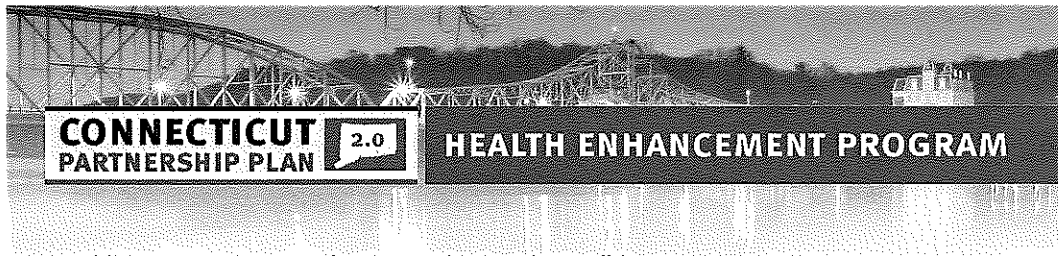
Prescriptions will be automatically filled with a generic drug if one is available, unless your doctor completes Caremark’s Coverage Exception Request form and it is approved. (It is not enough for your doctor to note “dispense as written” on your prescription; a separate

form is required.) If you request a brand-name drug over a generic alternative without obtaining a coverage exception, you will pay the generic drug co-pay PLUS the difference in cost between the brand and generic drug.

Mandatory 90-day Supply for Maintenance Medications

If you or your family member takes a maintenance medication, you are required to get your maintenance prescriptions as 90-day fills. You will be able to get your first 30-day fill of that medication at any participating pharmacy. After that your two choices are:

- Receive your medication through the Caremark mail-order pharmacy, or
- Fill your medication at a pharmacy that participates in the State’s Maintenance Drug Network (see the list of participating pharmacies on the Comptroller’s website at www.osc.ct.gov).



Additional Requirements for Those With Certain Conditions

If you or any enrolled family member has 1) Diabetes (Type 1 or 2), 2) asthma or COPD, 3) heart disease/heart failure, 4) hyperlipidemia (high cholesterol), or 5) hypertension (high blood pressure), you and/or that family member will be required to participate in a disease education and counseling program for that particular condition. You will receive free office visits and reduced pharmacy copays for treatments related to your condition.

These particular conditions are targeted because they account for a large part of our total healthcare costs and have been shown to respond particularly well to education and counseling programs. By participating in these programs, affected employees and family members will be given additional resources to improve their health.

If You Do Not Comply with the requirements of HEP

If you or any enrolled dependent becomes non-compliant in HEP, your premiums will be \$100 per month higher and you will have an annual \$350 per individual (\$1,400 per family) in-network medical deductible.

Care Management Solutions, an affiliate of ConnectiCare, is the administrator for the Health Enhancement Program (HEP). The HEP participant portal features tips and tools to help you manage your health and your HEP requirements. You can visit www.cthep.com to:

- View HEP preventive and chronic requirements and download HEP forms
- Check your HEP preventive and chronic compliance status
- Complete your chronic condition education and counseling compliance requirement
- Access a library of health information and articles
- Set and track personal health goals
- Exchange messages with HEP Nurse Case Managers and professionals

You can also call Care Management Solutions to speak with a representative.

Care Management Solutions
(877) 687-1448 Monday – Thursday, 8:00 a.m. – 6:00 p.m. Friday, 8:00 a.m. – 5:00 p.m.

www.cthep.com

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