



**AGREEMENT BETWEEN THE  
MONTVILLE BOARD OF EDUCATION  
AND  
CSEA, SEIU LOCAL 2001  
MONTVILLE PARAPROFESSIONALS CHAPTER**

**September 1, 2016 – August 31, 2020**

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- 1.1 The Board recognizes and certifies CSEA, SE1U Local 2001 and the Montville Paraprofessionals Chapter for the purposes of professional negotiations as the exclusive representative for all employees in the unit for the purposes of and with the rights and privileges as provided by Public Act No. 491 and General Statutes 7-467 and under case #ME-5419 and #ME-9585 of the Connecticut State Board of Labor Relations.

## **Article 2 – Grievance Procedures**

- 2.1 A grievance is hereby defined to be any misapplication of any provision of this agreement, violation of employer policy, a change in past practice, and violation of state or federal law. Any employee or the Union grievance shall be settled in accordance with the following procedures:
- 2.2 Step 1 — The aggrieved employee and/or his/her steward or representative shall take up the grievance matter with the principal of the school in an effort to get the grievance resolved. The principal shall submit a written response to the grievant or the Union within ten (10) days after receiving the grievance.
- 2.3 Step 2 — Within ten (10) days after receiving a response from the principal or if the principal did not respond within the time specified, the grievant or the Union may submit the grievance to Step 2, the Superintendent of Schools. The Superintendent shall hold a conference with the grievant, the principal and the Union representative within ten (10) days of receipt of the grievance. The Superintendent shall within ten (10) days after the conference, issue his/her decision in writing with copies to the grievant and the Union President.
- 2.4 Step 3 — Within ten (10) days after receiving the decision from the Superintendent, the grievant or the Union may submit the grievance to the Chairperson of the Board of Education. The Board shall schedule a meeting to be held within fifteen (15) days.
- 2.5 The decision shall be made by the Board of Education within fifteen (15) days of the meeting and conveyed in writing by the Superintendent to the grievant and the Union President.

- 2.6 Step 4 — Within thirty (30) days after receiving the decision from the Board, the Union may submit the grievance to the Connecticut State Board of Mediation & Arbitration for final and binding decision in accordance to their rules. The Board shall have the option to transfer a grievance to the American Arbitration Association. The arbitrator(s) shall have no power to add to, subtract from amend alter or delete any provision of this Agreement. The arbitrator(s) shall be empowered herein to decide only those grievances based upon an alleged violation and/or misinterpretation of specific terms of this agreement. The decision of the arbitrators shall be final and binding on both parties, unless appeals are allowed by law.
- \*Note:** Days shall mean working days. Grievances shall be kept confidential and separate from the employee's personnel file.
- 2.7 The time limit specified at any step may be extended in any particular instance by mutual agreement between the Superintendent and the Union.
- 2.8 The cost of grievance hearings shall be borne equally by the Montville Board of Education and CSEA, SEIU Local 2001.
- 2.9 No rights of an employee shall be abridged as the result of an appeal.
- 2.10 If an employee does not file a grievance in writing within fifteen (15) days after s/he knew, or should have known, of the act or condition on which the grievance is based, then the grievance shall be considered to have been waived.

### **Article 3 – Union Prerogatives**

- 3.1 The employer shall provide bulletin board space for the posting of Union notices.
- 3.2 The Employer shall release the Chapter President with pay to conduct reasonable Union Business that cannot be conducted outside of business hours.
- 3.3 The Board of Educational shall provide leave, without pay, without loss of seniority rights, for up to three (3) employees as designated by the union to attend the Service Employees International Union Local 2001 biannual convention.
- 3.4 Union Orientation:
- (a) Once a year the employer shall provide one (1) hour of leave with pay for new employees to attend a Union Orientation. The employer shall provide a reasonable space on campus to conduct the union orientation. The employer shall allow one (1) union officer to facilitate the union orientation without loss of pay or loss of seniority.
  - (b) The employer shall notify the Chapter President of any new hires within a reasonable amount of time.
  - (c) Employees hired after the annual union orientation shall be entitled to attend the next annual orientation.

- 3.5 The employer shall allow up to a two (2) year unpaid leave of absence in the event an employee is elected to an SEIU Local 2001 leadership position. The Union shall reimburse the employer for all employment expenses related to the leave (i.e. pension contributions, payroll tax contributions, health insurance if applicable with no accrual of sick or personal time).
- 3.6 The employer shall provide reasonable leave or scheduling accommodations for travel for employees elected to the SEIU Local 2001 Executive Council to attend scheduled meetings.
- 3.7 The Union may call meetings in each school before or after school or during lunch hour whenever necessary, providing that such meetings are approved in advance by the superintendent/designee and does not conflict with other scheduled school activities or programs.
- 3.8 A duly authorized officer or Union Representative may secure permission to enter the Employer's premises for the purpose of adjusting disputes, investigating working conditions and determining whether or not the terms of this Agreement are being adhered to. The Union Representative shall be subject to the visitor's policy and request such a visit from the superintendent/designee, and he/she shall in no way interfere with the normal operation and procedure of business. Requests shall not be unreasonably denied if students are not present in the specific area to be visited.

#### **Article 4 – Assignments**

- 4.1 The employer shall give employees their building and function assignment for the following year no later than the last day of school or as soon as reasonably known.

#### **Article 5 – Wages**

- 5.1 Salary schedules shall be posted in the Appendix of this agreement.
- Effective on 9/1/2016 there will be a 1.5% wage increase for full-time and a 2.5% for part-time paraprofessionals. Additionally a Step 5 will be established for paraprofessionals with fifteen or more years of experience within the group. Step 5 will be established at 1% higher than step 4.
  - Effective on 9/1/2017 there shall be a 1% general wage increase for both the full-time and part-time paraprofessionals.
  - Effective on 9/1/2018 there will be a 1.25% wage increase for full-time and a 1.75% wage increase for part-time paraprofessionals.

- The parties agree to reopen the contract to discuss wages only to be effective 9/1/2019.

## **Article 6 – Workers’ Compensation**

- 6.1 Whenever an employee is absent from school as a result of bodily injury caused by an accident arising out of and in the course of his/her employment, he/she shall be paid any workmen’s compensation award made for temporary disability due to said injury. The employee may use his/her accumulated sick leave to supplement Worker’s Compensation payment so that his/her total weekly income is equal to the income he/she received prior to his/her injury up to five (5) weeks.

## **Article 7 – No Strike**

- 7.1 Pursuant to Connecticut General Statute 7-467 (Municipal Employees Relations Act), all employees included in this Agreement shall not hinder the Board’s operation by strike or work stoppage and the Board shall not pursue lock-out tactics in any part of its operations.

## **Article 8 – Probationary Period**

- 8.1 All new appointments shall be subject to a probationary period of three (3) months and shall have no seniority rights or recourse for grievance during this period, but shall be subject to all other provisions of this Agreement. If the Employer believes there is an educational need to extend the probation period, the Superintendent or designee may extend the probationary period for an additional three (3) months by doing the following:
- (a) The Superintendent or designee shall notify the new employee and the Chapter President prior to the completion of the Probationary Period.
  - (b) The Superintendent or designee shall identify areas of weakness, in writing, to the employee and Chapter President.
  - (c) The superintendent or designee will hold at least three (3) supervisory meetings with the employee to review progress.
- 8.2 There shall be no probationary period for Part Time Paraprofessionals that are promoted to Full Time Paraprofessionals if they already were employed satisfactorily for six months prior to the new position. Any employee promoted from a Part Time Paraprofessional position to a Full Time Paraprofessional position shall be placed on the salary step closest to his/her current salary that includes an increase in wages.
- 8.3 Probationary employees will begin accruing both sick and personal days from the first day of work, and be authorized to use their accrued days during the

probationary period after thirty (30) days of employment. In addition, they will be paid for all recognized holidays for their position that occur during the probationary period.

## **Article 9 – Transfers**

- 9.1 A transfer is defined as the physical relocation of an employee from one school facility to another.
- 9.2 Notification shall be given to all employees of vacancies or new positions in the bargaining unit and all employees applying will be given consideration. The final decision as to whether an applicant will be transferred or reassigned will be based on whether or not such transfer or re-assignment serves in the best interest of the school system. When the best interest of the school is used for selection into a position, the superintendent/designee will be able to demonstrate a programmatic or student need.
- 9.3 Involuntary Transfers shall occur in order of reverse seniority.
- 9.4 If there is an emergency the employee(s) involved will be given as much notice as possible.
- 9.5 Should there be two positions open simultaneously, the employee with the most seniority who requested a transfer will have his/her choice of positions.
- 9.6 Once all transfers have been completed, the new open position will be posted and advertised as stated in Article 30, Section 30.1
- 9.7 Notwithstanding the foregoing, the Board reserves the right to transfer or re-assign involuntarily. Should such transfer be for disciplinary reasons, it will be for just cause.

## **Article 10 – Leaves of Absence**

- 10.1 After completion of one complete year of service calculated from the anniversary date of employment, leaves of absence without pay may be granted by the superintendent for a limited, definite period not to exceed one (1) year for the following reasons:
- (a) For health reasons, upon advice of a physician.
  - (b) For other personal reasons subject to the review and recommendation of the superintendent.



- 10.2 Application for such leave of absence must be made in writing, stating the reason for the request and the length of time desired. A leave of absence expires automatically at the date of expiration approved for the leave.
- 10.3 It is expected that, as far as possible, leave will be so arranged as to begin or end at the close of the school year.
- 10.4 Accumulated seniority shall not be lost during the leave of absence. However, effective September 1, 2008 and thereafter, time lost during the leave shall not count toward seniority.
- 10.5 They shall re-enter at a step to be no higher than one above the one they were receiving at the start of the leave.

### **Article 11 – Resignations**

- 11.1 Written notice of resignation should be filed with the superintendent at least two (2) weeks in advance of separation except where the resignation is in June or September in which case the notice shall be four (4) weeks. This notice should include a statement of the reasons for this action.
- 11.2 An employee who resigns in good standing shall be entitled to pay, up to and including, the last day of work. The check will be available on the next pay day.
- 11.2 Any bargaining unit employee who is absent for three (3) consecutive days without notice shall be terminated.

## Article 12 – Personal Leave

12.1 Employees shall be allowed the following time off with pay, noncumulative, for the following qualifying events:

	<b>Full Time</b>	<b>Part Time</b>
Amount Per Year	8 Days	8 Hours
Qualifying Events	<ol style="list-style-type: none"> <li>1. Death or illness in the immediate family</li> <li>2. Religious requirements</li> <li>3. Legal requirements</li> <li>4. Graduation exercises (self and immediate family) or college visitation for the child of the employee.</li> <li>5. Personal business which can only be conducted during working hours (1 day).</li> <li>6. Family abuse or sexual assault</li> </ol>	<ol style="list-style-type: none"> <li>1. Death in the immediate family</li> <li>2. Religious requirements</li> <li>3. Legal requirements</li> <li>4. Graduation exercises (self and immediate family) or college visitation for the child of the employee.</li> </ol>

12.2 Immediate family consists of spouse, father, mother, son and daughter, grandparents, grandchildren, sister, brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, and daughter-in-law, aunts and uncles, nieces and nephews, step-children, step-parents, and step-grandparents.

12.3 The superintendent is authorized to grant additional days leave upon request.

12.4 Application for leave in the above provisions shall be made to the principal or designee (3) days in advance of taking such leave except in cases of extreme hardship.

12.5 Leaves taken pursuant to the above provisions shall be in addition to any sick leave to which the employee is entitled. Such personal leave shall not be cumulative nor be used to extend vacations or holidays.

## Article 13 – Mileage

- 13.1 If an employee can demonstrate that during his/her workday, not including the travel to and from work, he/she is required to use his/her automobile for transportation as part of his/her work duty, the Board of Education shall reimburse him/her at the prevailing I.R.S. rate per mile of travel.

## Article 14 – Work Schedules and Classifications

- 14.1 Paraprofessionals shall be classified into the following groups according to their normal work:
- Full Time Paraprofessional (20 or more hours per week)
  - Part Time Paraprofessional (less than 20 hours per week)
- 14.2 Work year:  
The regular work year for paraprofessionals shall consist of the number of student days in the school calendar as established by the Board of Education. This regular work year shall consist of one half day (4 hours) for teacher orientation. If any employee works beyond the school calendar, the superintendent/designee and the employee shall mutually agree upon the additional hours or days that must be worked. On early dismissal days, part-time paraprofessionals shall work their assigned hours only. Their work schedule does not change and it is not to be adjusted for loss of hours. Example: Normal work schedule is 9:00 to 1:00 and students leave at 12:00. The work day for the paraprofessional ends at 12:00 for 3 hours of pay.
- 14.3 All paraprofessionals shall be issued the school calendar on an annual basis.
- 14.4 Paraprofessionals will be included in attendance at professional development days only if the superintendent or his/her designee agrees it would be in the best interest of the school system.
- 14.5 Additional Work Time:
- (a) Part Time Paraprofessionals may work up to 30 hours per week, only twelve (12) times during the school calendar year. However, this agreement cannot be used to undermine the negotiated benefits of full time employees. Nor can this use result in a diminished number of full time positions. Part Time Paraprofessional positions cannot be used to replace Full Time Paraprofessional positions within the bargaining unit.
  - (b) Part Time Paraprofessionals interested in additional hours may sign up with the building principal or his/her designee.
  - (c) The Employer shall offer extra work opportunities on a rotating building basis based on the list of available employees.

14.6 The employer shall notify the union in writing to any new classifications within ninety (90) days.

14.7 The employer shall provide a job description to each employee in each classification. The employer shall give written notice to the Union for any changes to the job description.

### Article 15 – Holidays

15.1 All employees working the school calendar of student days per year shall be granted the following paid holidays:

Full Time	Part Time
<ul style="list-style-type: none"><li>• Labor Day</li><li>• Columbus Day</li><li>• Veterans Day</li><li>• Thanksgiving Day</li><li>• Christmas Day</li><li>• Martin Luther King Day</li><li>• Lincoln's Birthday*</li><li>• Washington's Birthday*</li><li>• Good Friday</li><li>• Memorial Day</li><li>• Observed Presidents' Day weekend</li></ul> <p>* Observed Presidents' Day weekend</p>	<ul style="list-style-type: none"><li>• Thanksgiving Day (4 Hours)</li><li>• Christmas Day (4 Hours)</li></ul>

15.2 Additional paid holidays may be granted at the discretion of the superintendent.

## Article 16 – Insurance

The Board shall make available, at its expense, for each employee, except as provided below:

### 16.1 Health Insurance:

- (a) Full Time Paraprofessionals will be provided individual, individual plus one, or family health insurance under a PPO Option Plan offered by Anthem BC/BS. The plan design is shown in Appendix D.
  - i. Through a payroll deduction, paraprofessionals will cost share for the above insurance as follows:
    - i. September 1, 2016 through August 31, 2017 – 14.0%
    - ii. September 1, 2017 through August 31, 2018 – 14.5%
    - iii. September 1, 2018 through August 31, 2019 – 15.0%
    - iv. September 1, 2019 through August 31, 2020 – 15.5%

### Excise Tax

Should any Federal Statute or Regulation pertaining to IRC§ 4980I be mandated to take effect during this contract triggering the imposition of an excise tax with respect to any of the contractually agreed upon insurance plans offered herein, the parties agree to commence mid-term negotiations on the excise tax, in which the parties agree to open negotiations over an insurance plan(s) that will reduce the cost of the plan(s) to under the excise tax thresholds or reduce the amount of any applicable excise tax and to negotiate over the employee monetary contributions towards the costs of their insurance coverage.

- (b) Waiver of Coverage
  - i. Notwithstanding the above, effective with the execution of this agreement, Full Time Paraprofessionals may voluntarily elect to waive in writing all health insurance coverage outlined above and, in lieu thereof, shall receive an annual payment of three thousand dollars (\$3,000) for family or member plus one or fifteen hundred dollars (\$1,500) for individual in cash. Payments to those paraprofessionals waiving such coverage shall be made at the conclusion of the school year during which insurance was waived. In the event that a paraprofessional is on the Montville Board of Education Insurance Plan through their own or spousal or family coverage, he or she shall not be eligible for this benefit.
  - ii. Up to 25% of the total Board of Education insurance group of all eligible employees may take advantage of the waiver of health

insurance. If more than 25% apply, seniority will be utilized annually for all Board of Education employees not yet receiving but desiring the waiver for any openings below 25% of eligible employees.

- iii. Notice of intention to waive insurance coverage must be sent to the superintendent not later than April 1 to be effective in the following contract year.
  - iv. The following rules will apply:
    - 1. An employee electing Board provided insurance must stay on Board provided insurance for at least one full year.
    - 2. All insurance waived employees who wish to return to Board provided insurance will have an open enrollment date annually of September 1 to return to Board provided insurance coverage for any reason at no cost to the employee (with no penalty) under same criteria established for new hires. To qualify for the September 1 enrollment, an employee must have notified the superintendent not later than June 15 of the same year of his/her decision to return to Board insurance.
    - 3. Employees who have a change in coverage status such as death of the spouse, divorce, or the loss of coverage through the spouse (not by selection), may return to all Board provided health insurance coverage at any time throughout the year as long as written evidence is provided to the superintendent which substantiates one of these special conditions.
    - 4. Restoration of insurance coverage shall be reinstated as soon as possible; subject, however, to any regulations or restrictions, including waiting periods, which may then be prescribed by the appropriate insurance carriers. Appropriate financial adjustments shall be made on a pro rated basis between the employee and the Board for any waiver elected in this section.
    - 5. Waiver of coverage procedures must be acceptable to all applicable insurance carriers.
    - 6. Waiver of premium does not apply to Board provided life insurance.
- (c) The President of the Chapter shall be notified in writing and a concurrent copy sent to the Union, within thirty (30) days of any need to change carriers and/or to self-insure and shall have a reasonable opportunity to review the proposed changes. Should the Union and the Board disagree that the changes proposed will provide coverage at least equal to the coverage, benefits and administration described above at no additional cost to paraprofessionals, the disagreement(s) shall be expedited under the rules of the American Arbitration Association for expedited arbitration, and no change shall be made until the arbitrator has rendered his/her award. The status quo shall be maintained during the above procedure.
- (d) Change of Insurance Carriers: The Board shall have the right to change insurance carriers and or to self-insure in whole or in part in order to

provide the insurance coverages set forth above, provided that there shall be no reduction or diminution in those coverages and no increase in expense to any employees, and provided further that coverages which result from change in carriers and or self insurance are at least equal or better to the coverages described above in terms of coverage, benefits, and administration.

- (e) If the Board and the Union mutually agree to address the rising cost of health insurance plans through participation in the MEHIP Plan, or other similar plan during the term of this agreement, the parties shall meet and discuss such plan(s) and may, subject only to mutual agreement of the parties, amend the available health insurance plans available to employees.

16.2 The employer shall pay for Group Life Insurance coverage for the following amounts:

<b>Full Time</b>	<b>Part Time</b>
\$50,000.00	\$20,000.00

16.3 Employee Assistance Program: The Montville Board of Education may provide professional assessment, counseling, and referral services for employees experiencing personal problems through special arrangements with a contracted service. This service is extended to all members of the employee's immediate family. Further treatment beyond the basic coverage will be at the employee's expense or may be covered by other insurance benefits.

### **Article 17 – Sick Leave**

17.1 Employees shall accrue paid sick time in the following increments:

	<b>Monthly</b>	<b>Total Accumulation</b>	<b>Annually</b>
Full Time Paraprofessional	1.5 days	135 days	15 days
Part Time Paraprofessional	3.2 hours	88 hours	32 hours

17.2 Part Time Paraprofessionals may additionally use paid sick leave for illness in the immediate family, family violence or sexual assault.

17.3 If an employee retires under the provisions of the Town Pension or any amendments or substitutions thereto, such employee shall be paid a sum of money equivalent to one-half (1/2) the number of days of sick leave accumulated by such paraprofessional under the authority of this Article. Employees hired after August 31, 1995 will not accumulate sick days for purposes of retirement benefits.

17.4 Accumulated sick days for paraprofessionals will be frozen on August 31, 1998. Thereafter, sick leave days will not be accumulated for the purposes of retirement benefits. "Frozen" means that the number of accumulated days is fixed and may not increase for purposes of retirement pay-out after August 31, 1998. However, a qualified employee may use those days for sick pay purposes and replenish them for retirement pay-out purposes to the extent possible up to the "frozen" number before retiring.

17.5 Employees shall be entitled to participate in the Voluntary Sick Leave Bank (attached Appendix D). The Board and the Union agree if issues or disputes arise with respect to the Sick Leave Bank and/or Appendix D, these issues will not be subject to the grievance and arbitration provisions of this collective bargaining agreement.

### **Article 18 – Jury Leave**

18.1 Any employee who is called for jury duty may receive the necessary leave to fulfill this legal obligation. This leave shall not be deducted from sick leave or personal days. The staff member shall receive a rate of pay equal to the difference between the professional salary and the jury fee.

### **Article 19 – Layoff and Recall Rights**

19.1 In the event that layoff becomes necessary, layoffs shall occur in the following order, provided that doing so does not conflict with the best interest of the school system. For the purpose of this article, best interest will be defined as a demonstrated student or programmatic need.

- (a) The least senior part time employee
- (b) The least senior full time employee given there are no part time employees
- (c) When employees are to be recalled, the first to be recalled shall be those last laid off provided that doing so does not conflict with the best interest of the school system.

19.2 Laid off employees shall have recall rights for a period of one complete year from the date of layoff. An employee who refuses recall shall lose all further recall rights.

19.3 For the purpose of this Article, seniority shall be defined as an employee's continuous length of service within the bargaining unit from said employee's anniversary date of employment.

19.4 Accumulated sick leave benefits will be restored upon reemployment.



19.5 Accumulated seniority shall be restored upon reemployment.

### **Article 20 – Severability**

20.1 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 legal jurisdiction, the balance and remainder of this agreement shall remain in full force and effect.

### **Article 21 – Pension Plan**

21.1 The employer shall continue its current practice for full time employees' pension.

### **Article 22 – Definition of Seniority**

22.1 For the purposes of this contract, unless stated to the contrary, seniority shall be defined as an employee's continuous length of service within the bargaining unit from said employee's anniversary date of employment. Seniority shall only be deemed broken by termination of employment caused by resignation, dismissal for just cause, or retirement.

22.2 The Board shall prepare a seniority list of all employees covered by this Agreement showing their seniority in length of service within the bargaining unit and deliver the same to the Chapter President on or before October 1 of each fiscal school calendar.

22.3 Seniority of Part Time Paraprofessionals shall be carried over in the event that they are promoted into a new Full Time Paraprofessional.

### **Article 23 – Discipline**

23.1 An employee shall not be disciplined without just cause.

23.2 The employer and employee shall sign each disciplinary document for receipt purposes only.

23.3 The employee shall receive a copy of any type of disciplinary document.

23.4 The chapter president shall be copied on disciplinary documents.

23.5 In the event the employer wishes to conduct an investigatory interview, the employer shall inform said employee of their rights to union representation.

23.6 Progressive discipline – see appendix E.

## **Article 24 - Personnel Files**

- 24.1 Employees desiring to review their official personnel folders will be permitted to do so by making an appointment with the superintendent/designee.
- 24.2 The employee will be afforded the opportunity to put on record any statement he/she wishes to make about unfavorable information contained in the mentioned folders.
- 24.3 The employer shall keep one official personnel file for each employee.

## **Article 25 – Temporary Disability Leave**

- 25.1 Temporary disability due to pregnancy will be granted in accordance with and for the duration of Public Act 73-647 (on file in the superintendent's office).

## **Article 26 – Union Security**

- 26.1 All employees in the unit who are Union members on the effective date of this Agreement, or who afterward join, must remain members to the extent of paying monthly dues uniformly required and established by the Union of all members for the duration of this Agreement as a condition of continued employment.
- 26.2 All employees in the unit who are not Union members on the effective date of this Agreement shall, as a condition of continued employment, pay to the Union after each pay period, a service charge as a contribution toward the cost securing and administering the Agreement. The amount of such service charge shall be equivalent to the amount uniformly required of all those who become members of the organization.
- 26.3 The Board will deduct from the pay of each employee who authorizes in writing such deductions as the Union's membership dues. These deductions shall be made on the second payroll of every month and sent directly to the CSEA, SEIU Local 2001 office, 760 Capitol Avenue, Hartford, Connecticut 06106. A list of employees' addresses will be provided twice per year.
- 26.4 The Union shall agree to indemnify and save the employer harmless from and against any and all claims, demands, suits or other form of liability that may arise out of or by reason of action taken by the employer for the purpose of complying with the provisions of this Article.

## **Article 27 – Scope of this Agreement**

- 27.1 Nothing contained in this Agreement shall be construed to contravene or violate any State Laws concerning Boards' of Education as established by State Law. In the event of conflict between the Provisions of this Agreement and the Provisions of State Law relative to the duties and power of Boards of Education, the Provisions of State Law shall prevail.

## **Article 28 – Management Rights**

- 28.1 There are no provisions in this Agreement that shall be deemed to limit or curtail the Board in any way in the exercise of rights, powers, and authority which the Board had prior to this contract unless, and only to the extent that provisions of this Agreement specifically curtail or limit such rights, powers and authority (not including statutory). The Union recognizes that the Board's rights, powers and authority include, but are not limited to, the right to manage its operation, direct, evaluate, select, decrease and increase the work force, including hiring, promotion, demotion, transfer, suspension, discharge or layoff; the right to make all plans and decisions on all matters involving its operations, the extent to which the facilities of any Department thereof shall be operated, additions thereto, replacements, curtailments or transfers thereof, removal of equipment, outside purchases of products or services, the scheduling of operations, means and processes of operations, the materials to be used, and the right to introduce new and improved methods and facilities and to change existing methods and facilities; to maintain discipline and efficiency of employees; to prescribe rules to that effect; to establish and change production standards and quality standards, determine the qualifications of employees; regulate quality and quantity of production and to run the Department efficiently.

## **Article 29 – Payment of Paraprofessionals**

- 29.1 Paraprofessionals shall receive pay via direct deposit to an authorized bank or credit union of their choice.

## **Article 30 - Vacancies**

- 30.1 The Employer shall post internally all vacancies for at least five (5) business days if the vacancy occurs during the school year and ten (10) business days if the vacancy occurs when school is not in session. The posting will include the estimated hours for the position. Employees with more seniority shall be granted positions with more hours and new employees shall be offered positions with less hours.

- 30.2 Interviews:
- (a) Full time Paraprofessional vacancies that occur during the school year shall be filled by a qualified Part Time Paraprofessional applicant.
  - (b) The employer shall promote the most qualified senior Part Time Paraprofessional.
  - (c) The employer shall guarantee an interview of the most senior Part Time Paraprofessional applicant.
  - (d) If there is a need to interview additional candidates, the employer shall interview the next senior Part Time Paraprofessional applicant until there are no qualified Part Time Paraprofessional applicants.
- 30.3 All current members of the Montville Paraprofessional Chapter will be allowed to apply for part-time paraprofessional vacancies that occur during the academic year. These shall be reviewed and awarded on a case by case basis and when possible, be granted immediately upon approval. When they cannot be awarded during the academic year, they shall be granted and take effect no later than the beginning of the following academic year.
- 30.4 Any vacancies or new positions which occur during the school year shall be posted internally for five (5) business days. Any vacancies or new positions which occur when school is not in session shall be posted internally for ten (10) business days. Members in good standing will be afforded the awarded in order of seniority. Once all transfers have been completed, the resulting new position will be posted and advertised as stated in Article 30, Section 30.1 and 30.6.
- 30.5 Any vacancies occurring after April 1 shall only be filled temporarily and classroom paraprofessionals who are off probation at the time the vacancy occurs may apply to be transferred to such positions for the coming year.
- 30.6 In external postings, the employer shall state, "*Positions are within SEIU Local 2001 Bargaining Unit.*"
- 30.7 New employees hired outside of the bargaining unit must start at Step I of the salary schedule.
- 30.8 Notice of vacancies and/or new positions occurring after April 1 shall be posted internally (prior to a search outside the bargaining unit) online no sooner than May 1. Any person interested in the position must apply, via Applitrack, or if Applitrack is not in use, the current system being utilized at the time of the vacancy, to the superintendent within five (5) business days of such posting if the closing of the posting occurs prior to the end of the academic year and ten (10) business days if the posting occurs or closes after the end of the academic year.
- 30.9 The open position will be awarded from the applicants by seniority. If the

most senior applicant refuses the position, the next most senior person in line will be asked and so on until the position is filled.

### **Article 31 - Evaluations**

- 31.1 Annual evaluation of employees will be reviewed with the employee by an administrator no later than the last day of school.

### **Article 32 – Job Security**

- 32.1 The employer shall not split a Full Time position into one or more Part Time positions.

### **Article 33 – Political Action Committee Voluntary Check-off**

- 33.1 The Employer agrees to deduct and transmit to CSEA SEIU Local 2001 PAC for the wages of those employees who voluntarily authorizes such contribution on the form provided for the purpose of the CSEA SEIU Local 2001. These transmittals shall occur for each payroll period during the school calendar and shall be accompanied by a list of the amounts of those employee for whom such deductions have been made and the amount deducted for each such employee.
- 33.2 After this provision is implemented, an employee may change his or her check-off status no more than once in any calendar year by doing so in writing to both the Employer and the Union.


### **Article 34 Duration**

- 34.1 The provisions of this Agreement shall be in effect from September 1, 2016, and shall continue in force through August 31, 2020. On or before September 1, 2019, CSEA, SEIU Local 2001 shall notify the Montville Board of Education to commence negotiations for a new labor contract.

**Signatures and Execution**

In witness whereof, the parties hereto have caused this agreement to be executed by their duly authorized representatives this 20 day of September, 2016.

**Montville Board of Education**



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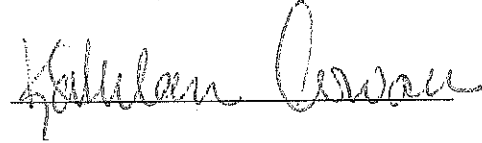
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**SEIU Local 2001**

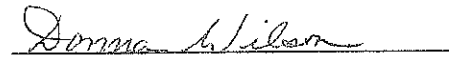
**Montville Paraprofessional Chapter**



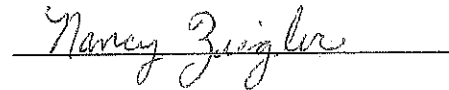
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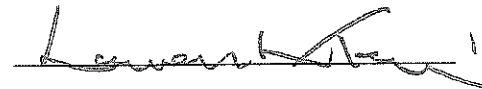
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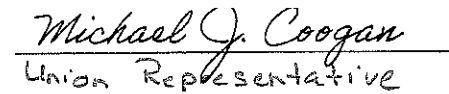
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Union Representative

## Appendix A – Salary Schedules

<b>Full Time</b>				
	<b>9/1/2016</b>	<b>9/1/2017</b>	<b>9/1/2018</b>	<b>9/1/2019</b>
Step 1	\$18.55	\$18.74	18.98	Reopen
Step 2	\$18.71	\$18.90	\$19.14	Reopen
Step 3	\$18.91	\$19.10	\$19.34	Reopen
Step 4	\$19.09	\$19.29	\$19.54	Reopen
Step 5	\$19.29	19.49	19.74	Reopen

<b>Part Time</b>				
	<b>9/1/2016</b>	<b>9/1/2017</b>	<b>9/1/2018</b>	<b>9/1/2019</b>
Step 1	\$17.59	\$17.77	\$18.09	Reopen
Step 2	\$17.79	\$17.97	\$18.28	Reopen
Step 3	\$17.96	\$18.14	\$18.46	Reopen
Step 4	\$18.14	\$18.33	\$18.65	Reopen
Step 5	\$18.33	18.52	18.85	Reopen

- Step 1: Entry through three (3) years
- Step 2: Four (4) years through seven (7) years
- Step 3: Eight (8) years through eleven (11) years
- Step 4: Twelve (12) years through fourteen (14) years
- Step 5: Fifteen (15) years or more

Employees who have sixty (60) hours or more college credits or who pass the State required ETS Parapro Test under Title I shall receive an additional \$.25 per hour. The paraprofessional must have successfully passed the Parapro Test or have earned the required sixty (60) college credits no later than August 31 of each year for this increase to take effect.

Starting salary for new employees will be twenty-five cents (\$.25) below the lowest rate for the term of the probationary period.

## Appendix B – Inclement Weather

TO: Carol Flynn  
President, Paraprofessionals Association

FROM: Margaret Tripp, Administrative Assistant

RE: Inclement weather

The purpose of this memo is to clarify the issue of work time missed because of inclement weather.

When school is delayed or dismissed early, full-time paraprofessionals will be paid for their regular six-hour day. When school is delayed, paraprofessionals should make every effort possible to arrive at school as soon as conditions permit.

Part-time paraprofessionals may make up any time missed because of late starts or early dismissals. Under no circumstances should part-time paraprofessionals work more time than they were regularly scheduled to work. Time should be made up within a week.

For record keeping purposes, paraprofessionals must indicate on their time card (with an \* and “make-up time”) next to the date the missed time is actually made up.

When time is made up because of inclement weather, it will not count towards working over twenty hours for more than two weeks, as indicated in Article XIV-A, Work Day, Work Year and Classification Less Than Twenty Hours Employees, “. . . a paraprofessional normally scheduled to work less than twenty hours cannot work twenty hours or more per week and up to and including twenty-four hours per week for more than two weeks during any school year.”

Paraprofessionals are responsible to the building principal and/or designee for make-up assignments.

cc: J. Ludes  
F. Chapman  
F. Stuart  
K. Lamoureux  
Building Principals



## Appendix C - Voluntary Sick Leave Bank

### Voluntary Sick Leave Bank

A sick leave bank may be established for the purpose of allowing bargaining unit members to contribute accumulated sick leave which shall be available to other contributing members that have exhausted sick leave due to a chronic illness, series of chronic illnesses, catastrophic injury, serious illness, or combination of same as further enumerated by rules and regulations established by a committee(s) of the Board of Education and the bargaining unit.

Said committee made up of three Board designees and three bargaining unit designees shall meet and promulgate rules and regulations regarding the bank including but not limited to contribution levels, entrance to the bank, withdrawal from the bank, eligibility, and any other regulations that they deem necessary to the functioning of and implementation of this policy. Rules and regulations developed and/or amended by such committee and agreed to by the bargaining unit and Board are hereby incorporated by reference.

Administrative Procedures            4300

### PERSONNEL - CERTIFIED/NONCERTIFIED

#### Voluntary Sick Leave Bank

1. Any paraprofessional in the Montville Public Schools shall be permitted to contribute one (1) day from his/her sick leave allocation/accumulation reserve to a "Sick Leave Bank" which shall be established to aid/assist paraprofessionals who suffer prolonged illness and whose sick leave accumulation has been exhausted, "Days" for purposes of this Sick Leave Bank shall mean six (6) hours for full-time paraprofessionals and four (4) hours for part-time paraprofessionals.
2. Applications for membership will be accepted annually from September 1-15 of each school year.
3. Any paraprofessional who does not enter the 'Bank' during the eligibility period and enters at a later date shall be required to transfer one (1) day from their accumulated sick leave for each year of which they were eligible to enter the 'Bank' and chose not to.
4. The 'Bank' shall be built up to a maximum of one hundred and eighty (180) days.5. Any person retiring or choosing to withdraw from the 'Bank' shall not be allowed to withdraw contributed days. Days contributed remain assets of the Sick Leave Bank.
6. A list of 'Sick Leave Bank' members shall be forwarded to the president(s) of the Chapter and copies will be available for posting in each members work area.

## Procedures

1. Any paraprofessional who is a member of the 'Sick Leave Bank' having exhausted or in the process of exhausting his/her available sick leave, may apply for additional leave from the 'Sick Leave Bank' upon filing a form to the Office of the Superintendent.
2. Any and all requests shall be reviewed by the "Committee" to ascertain whether sick leave days may be awarded from the 'Bank.' Decisions made by the 'Committee' are final, binding and not subject to the grievance procedure.
3. No paraprofessional will be permitted to request more than one school month of sick leave at any given time. If leave is expected to exceed one school month, an additional request must be submitted in writing to the Office of the Superintendent of Schools.
4. The "Committee" shall include the Superintendent of Schools (or designee), one full-time paraprofessional, one part-time paraprofessional and an administrator from the building where the requesting paraprofessional is employed. Therefore, the "Committee" membership will be four (4) individuals.

MONTVILLE BOARD OF EDUCATION

Application for Membership in the Sick Leave Bank for Paraprofessionals

NAME: \_\_\_\_\_ SCHOOL: \_\_\_\_\_

By my signature, I agree to abide to all rules and procedures listed below of the Sick Leave Bank for Paraprofessionals.

Signature of Applicant \_\_\_\_\_ Date \_\_\_\_\_

I am not interested in joining the Sick Leave Bank.

\_\_\_\_\_  
Signature & Date

MEMBERSHIP:

1. Any paraprofessional in the Montville Public Schools shall be permitted to contribute one (1) day from his/her sick leave allocation/accumulation reserve to a "Sick Leave Bank" which shall be established to aid/assist professional who suffer prolonged illness and whose sick leave accumulation has been exhausted. "Days" for purposes of this Sick Leave Bank shall mean six (6) hours for full-time paraprofessionals and four (4) hours for part-time paraprofessionals.
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## PROCEDURES:

1. Any paraprofessional who is a member of the 'Sick Leave Bank' having exhausted or in the process of exhausting his/her available sick leave, may apply for additional leave from the 'Sick Leave Bank' upon filing a form to the Office of the Superintendent.
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3. No paraprofessional will be permitted to request more than one school month of sick leave at any given time. If leave is expected to exceed one school month, an additional request must be submitted in writing to the Office of the Superintendent of Schools.
4. The "Committee" shall include the Superintendent of Schools (or designee), one full-time paraprofessional, one part-time paraprofessional and an administrator from the building where the requesting paraprofessional is employed. Therefore, the "Committee" membership will be four (4) individuals.

## Appendix D – Health Insurance Plan Design

### Medical Plan Design

Montville Public Schools  
Effective September 1, 2016

a. PPO Plan

- The office visit co-payment shall be \$30 per visit.
- The co-pay for allergy office visits and testing shall be \$30 per visit.
- The co-pay for physical, occupational and speech therapy shall be \$30 per visit.
- The co-pay for outpatient mental health and substance abuse shall be \$30
- High Cost Diagnostics \$75 Co-payment.
- There shall be a \$150 co-payment for outpatient surgery.
- There shall be a \$300 co-payment for any inpatient admission (general/medical surgical and maternity, mental health and substance abuse, rehabilitation facility, skilled nursing facility).
- The Durable Medical Equipment benefit shall be fifty percent (50%) with no annual maximum.
- Infertility benefits shall be limited to those required by State mandate.
- The co-payments for emergency services shall be as follows:

Walk-in Center - \$30

Urgent Care - \$75

Emergency Room - \$150 (waived if admitted)

Prescription drugs shall be subject to the following co-payments:

- \$10 for generic (Tier 1)
- \$30 for brand name preferred or formulary drugs (Tier 2)
- \$40 for brand name non-preferred or non-formulary drugs (Tier 3)
- Twice the above co-payments for a 90-day supply by mail order

The existing \$2,000 calendar year maximum for prescription drugs shall remain in effect.

The prescription drug program shall be the MP4 plan, which includes the following provisions that modify or add to the existing program:

- Quantity Limits.
- Step Therapy.
- Prior Authorization.
- Refill Too Soon - 85% of prescription needs to be completed before refill.

1. Dental Insurance. Blue Cross Full Service Dental Plan will be provided for the individual and family with the additional Basic Benefits Rider C Periodontics the additional Basic Benefits Rider A.

## **Appendix E – Progressive Discipline**

The disciplinary approach used in this Agreement is progressive and remedial in design and not meant to be punitive. Its intention is to correct employee misconduct and to identify and assist employees who have below standard performance and to provide an identifiable support system to assist in improvement of employees to acceptable standards. Efforts will be made to counsel or discipline employees in a manner calculated to ensure as much privacy as possible. An employee shall not be disciplined without just cause.

### **1. Verbal Warning**

The employee meets with his or her supervisor and the problem is discussed. The supervisor will prepare a memorandum of the meeting and keep a copy of the verbal warning. The employee and the Union Steward will be given a copy of the verbal warning memorandum.

### **2. Written Warning**

- (a) A written warning will be issued in more serious situations or when the violation is similar to the violation for which the employee has previously received an oral warning. The written warning outlines the facts and specifies the changes required. After discussion, both the supervisor and the employee should sign the document. The employee's signature is proof of the employee's receipt of the document.
- (b) A copy of the written warning will be given to the employee and to the Union Steward.

### **3. Suspension**

Suspension is an option in cases of serious or progressive violations or it may be used during the investigation process. It may be given with or without pay. The Board will complete its internal investigations as expeditiously as possible. Within five working days of the reporting of an incident leading to an internal investigation, the Board will inform the Union of the status of the investigation, and will provide periodic updates.

### **4. Termination**

For serious violations or misconduct, one or more of the above steps may be omitted and an employee may be suspended or terminated immediately with the concurrence of the Superintendent.

5. **Miscellaneous**

- (a) The Steward will be provided with copies of verbal and written warnings, suspension or termination notices.
- (b) The employer and employee shall sign each disciplinary document for receipt purposes only.
- (c) The employee shall receive a copy of any type of disciplinary document.
- (d) Whenever an employee commits an offense requiring disciplinary action, the Employer may take disciplinary action based on any of the steps listed above, depending upon the seriousness of the offense. The Employer may take appropriate disciplinary action against the employee at any level, including termination without prior warning.
- (e) All disciplinary action shall be for just cause.
- (f) During any interview that could lead to possible discipline, employees may request to be accompanied by a Union steward or Union representative.
- (g) In the event the employer wishes to conduct an investigatory interview the employer shall inform said employee of their rights to union representation.
- (h) The chapter president shall be copied on disciplinary documents.
- (i) Habitual tardiness or absence from duty which results in unsatisfactory attendance. Unsatisfactory attendance occurrences (e.g. submitting for time off when not having any accrued time to use, consistent pattern of days off, failure to abide and adhere to Board attendance policy), shall be sufficient cause for implementation of progressive discipline in accordance with this agreement beginning with a verbal warning. Employees shall have the right to utilize the grievance procedure pertaining to this agreement.