

COLLECTIVE BARGAINING AGREEMENT

between

THE BERLIN BOARD OF EDUCATION

and

**LOCAL 1303-276 OF COUNCIL 4
AFSCME, AFL-CIO**

PARAPROFESSIONALS

2018-2021

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Kathryn G. Wall

BERLIN, CT.

PREAMBLE

The Agreement is entered into by and between the Berlin Board of Education (hereinafter referred to as the "Board"), and Local 1303-276, of Council 4, AFSCME, AFL-CIO (hereinafter referred to as the "Union").

ARTICLE I RECOGNITION

Section 1.0

The Board recognizes the Union as the sole and exclusive representative for purposes of collective bargaining on matters of wages, hours and other conditions of employment for paraprofessionals employed by the Board of Education, excluding supervisory employees within the meaning of the Municipal Employees Relations Act, Conn. Gen. Stat. §7-467 et seq. (the "Act").

ARTICLE II UNION SECURITY AND RIGHTS

Section 2.0

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 exclusive use of the Union.

Section 2.1

Union representatives and stewards shall be permitted to enter any of the schools with prior notice to the building principal for the purpose of discussing, processing, or investigating grievances, or of fulfilling the Union's role as bargaining agent, provided that such visits shall not interfere with the Board's operations.

Section 2.2

The Board shall provide each employee with a copy of the contract within thirty (30) days after the signing of this Agreement. New employees shall be provided with a copy of this Agreement upon hire.

Section 2.3

The Union may use school buildings for meetings with bargaining unit employees, provided it makes written application to the Superintendent or his designee, and provided that the use is approved by the building principal and the Superintendent

- b. To establish or continue policies, practices and procedures for the conduct of Board business and, from time to time, to change or abolish such policies, practices or procedures.
- c. To discontinue processes or operations or to discontinue their performance by employee for lack of work or other legitimate reasons when it shall be in the best interests of the Board.
- d. To select and to determine the number and types of employees required to perform the Board's operation.
- e. To employ, transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Board.
- f. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Board, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.
- g. To establish contracts or sub-contracts for its operations, provided that this right shall not be used for the purpose or intention of undermining the Union or of discriminating against its members. All work customarily performed by the employees of the bargaining unit shall continue to be so performed unless it can be done more economically or expeditiously otherwise.
- h. To create job specifications and revise existing job specifications, subject to the Union's right to negotiate the assigned wage rate.

Section 3.1

The above rights, responsibilities and prerogatives are inherent in the Board of Education and the Superintendent by virtue of statutory and charter provisions and are not subject to delegation in whole or in part.

ARTICLE IV SENIORITY

Section 4.0

Seniority shall be defined as status for specific purposes based on an employee's uninterrupted service with the Board within classification, from the first day

comply with the provisions of this Section, to place an employee in a position for which the employee is not qualified or would be, in the determination of the Superintendent or his designee, unable to carry out the job duties satisfactorily and efficiently:

1. Probationary employees
2. Non-probationary employees within the classification in which the position is eliminated.

Where the above results in a vacancy requiring a longer workday for one or more of the employees retained, the Board shall seek volunteers to transfer into the position requiring more hours. If there are no volunteers, the least senior employee shall be placed in the vacant position.

Section 4.5

When reasonably possible, the Board will give two (2) weeks notice in advance of layoff to the employees affected and to the Union President, or two (2) weeks pay in lieu of such notice.

Section 4.6

In the event of a layoff or the elimination of a position, the affected employee shall have the right to bump any less senior employee within his/her classification or any lower paid classification subject to the approval of the Superintendent or his/her designee.

ARTICLE V NO STRIKE

Section 5.0

The Union, its agents and each employee agree(s) that during the term of this Agreement, it or they shall not for any reason authorize, institute, aid, condone or engage in a strike, slowdown, work stoppage, sympathy strike, or other concerted interference with the Board's operation. The Union shall take reasonable, prompt and positive measures to prevent and stop any acts described in this Article. The Board agrees not to lock out bargaining unit employees.

ARTICLE VI HOURS OF WORK AND OVERTIME

of employment that are regularly scheduled to work at least ten (10) hours per week but less than twenty (20) hours per week shall accrue one-half (.5) sick days per month for each completed full month of service.

Sick days may be accumulated to a maximum of twenty-two (22) days.

3. Sick leave may be used for the following purposes:
 - a. Personal illness or injury
 - b. Enforced quarantine of the employee in accordance with community health regulations.
 - c. In the event of serious illness or injury to an employee's spouse, parent or child, the employee may use up to forty (40) hours of accumulated sick leave per year to care for such person.
 - d. All timesheets shall be signed by the building principal and/or his/her designee.

Section 7.1

A doctor's certificate showing date of illness or incapacity may be required after three (3) consecutive working days of absence or in cases of suspected abuse.

Section 7.2

Upon exhaustion of sick leave, an employee may request an unpaid leave of absence from the Superintendent or his designee. No decision by the Superintendent or his designee regarding such a request shall be subject to the grievance procedure.

Section 7.3

The Board may use temporary employees to cover bargaining unit positions when an employee is on an extended medical leave or workers' compensation for two or more weeks.

Section 7.4 - Bereavement Leave

In the event of death in the immediate family, up to five (5) working days leave with pay may be granted as bereavement leave. "Immediate family" means husband, wife, father, mother, sister, brother or child and also any relative who is domiciled in the employee's household. In the event of the death of an aunt, uncle, niece, nephew, cousin, mother-in-law, father-in-law, sister-in-law, brother-in-law,

Section 7.6 - Military Leave

Leave of absence for the performance of duty with the U.S. Armed Forces or with a Reserve Component thereof shall be granted in accordance with applicable law.

ARTICLE VIII
UNION ACTIVITIES

Section 8.0

In the event that employee representatives of the Union are required to meet with Board Officials or to attend hearings on grievance matters pursuant to Article XII during their regular working hours, such representatives shall not suffer any loss of pay for the time involved, except that it is understood that this provision shall apply to no more than the following Union representatives:

- a. No more than two (2) representatives for attending grievance hearings prior to arbitration. The two (2) representatives shall be the Union President and a fellow executive board member or the Union President and the Building Representative. The grievant is not a union representative.
- b. No more than three (3) representatives whose attendance is required at grievance arbitration hearings or hearings before the State Board of Labor Relations. The three (3) representatives shall be the Union President and two (2) others as designated by the Union.

Section 8.1

A written list of the Negotiating Committee members, officers, and Union Stewards shall be furnished to the Employer immediately after their designation and the Union shall notify the employer promptly of any changes.

ARTICLE IX
EXTENDED LEAVES

Section 9.0 - Maternity Leave

Any employee who becomes pregnant shall so notify the Superintendent or his designee in writing at least four months prior to the expected date of delivery. Such employee shall receive a leave of absence for the reasonable period of physical disability due to childbirth. Except in the case of unusual medical difficulties, leave is expected not to exceed six (6) to eight (8) weeks after delivery, depending on the nature of the delivery and as supported by medical documentation, unless such employee is FMLA eligible (see Article IX, Section

ARTICLE X
VACANCY

Section 10.0

- a. "Job Vacancy" is defined as an opening created by a death, retirement, resignation, dismissal or new position within the bargaining unit.

The decision to fill a vacancy, and the manner of filling vacancies covered by this Agreement, shall be solely within the discretion and control of the administration in accordance with the provisions of this section.

All job openings covered by this Agreement shall be posted internally and externally for five (5) working days. The Union President will be provided with a copy of all job openings and postings covered by this Agreement, simultaneous to the posting period.

Employees desiring to apply for a job shall file an application in writing or on line within the posted time limit. After the posting period expires, the administration shall fill the vacancy in the following manner:

The administration shall have the right to select the applicant who is most qualified and most able to perform the job, as determined by the Superintendent or his/her designee. If the Superintendent or his/her designee determines that two or more applicants, including an applicant from outside the bargaining unit, are equally able to perform the job, the applicant from inside the bargaining unit shall be selected. If it is determined that the applicant from outside the unit is better qualified to meet the particular demands of the job posting, he/she shall be selected. If the two or more applicants considered equally qualified to perform the job are all from within the bargaining unit, the employee having the greatest amount of seniority, as defined in Article IV, shall be selected.

A copy of the appointment letter sent to the successful candidate shall be sent to the Union President.

- b. Any employee choosing to accept a transfer shall forfeit his or her previous position. The employee will remain in the new position for the remainder of the school year before requesting another transfer.

If the appointment is a promotion, the employee will remain in the new position the remainder of the school year before requesting a transfer (but not a promotion).

- b. Failure by the grievant at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.
- c. An employee may, if any administrator or the Board of Education fails to render his/her/its decision within the specified time limits, process his/her/its grievance to the next higher level.
- d. The time limits contained in this Article may be extended only by written mutual agreement.

Section 12.2 - Level One - Principal

If an employee feels that he/she may have a grievance, he/she may first discuss the matter with the Principal in an effort to resolve the problem informally. If the employee is not satisfied with the disposition of the matter, he/she shall reduce the grievance to writing and submit it to the Principal. The Principal shall, within ten (10) days of that filing of the grievance in writing, give a written answer with a copy to the Union. With respect to special education instructional paraprofessionals, grievances shall be filed with the Director of Pupil Personnel Services and the Principal.

Section 12.3 - Level Two - Director of Human Resources

If the aggrieved party or the Union is not satisfied with the answer given by the Principal they may within five (5) days after receipt of the Level One response or the expiration of time period for such response, whichever is sooner, elect to submit the grievance in writing to the Director of Human Resources (or designee) who will arrange a hearing with the grieving party and the Union within ten (10) days with written answer five (5) days after hearing.

Section 12.4 - Level Three - Superintendent of Schools

If the aggrieved party or the Union is not satisfied with the answer given by the Director of Human Resources (or designee), the aggrieved party or the Union may within ten (10) days after receipt of the Level Two answer, or the expiration of the time period for such response, whichever is sooner, submit the grievance to the Superintendent of Schools (or designee), who will arrange a hearing with the grieving party and the Union within ten (10) days. The Superintendent (or designee) shall respond to the grievance in writing within five (5) days after the hearing.

Section 12.5 -Level Four - Mediation/Arbitration

ARTICLE XIV
WAGES AND LONGEVITY

Section 14.0

The wage schedules for all employee groups are attached hereto as Appendix A. Effective upon the signing of this Agreement, all employees shall be paid by direct deposit.

Section 14.1

Each employee who was hired on or before June 30, 2003, who has twenty (20) years or more unit seniority will receive a longevity increment of one hundred seventy-five dollars (\$175.00) annually. Payment shall be made during the first week of December by a separate check.

Employees hired after June 30, 2003 shall not be eligible for longevity benefits.

ARTICLE XV
HEALTH INSURANCE

Section 15.0

For the 2015-2016 academic year, employees who work thirty (30) or more hours per week shall be eligible for participation in the point-of-enrollment plan offered to employees of the Berlin Board of Education. The Board shall have the right to select the specific point-of-enrollment plan to be offered to employees. The Board shall pay 50% of the cost of individual coverage for each employee who meets the eligibility requirements set forth above. Such employees may also purchase two person and/or family coverage in this plan at the employee's expense. However, it is agreed that when an employee selects two person and/or family coverage, the Board's dollar contribution toward the cost of individual coverage shall be applied toward the total cost for two-person or family level, as applicable. All other employees may continue to purchase coverage at any level in this plan at the employees' own expense.

A High Deductible/Health Savings account Plan will be offered as the sole insurance plan. Employees who work thirty (30) or more hours per week shall be eligible for participation in the High Deductible/ Health Savings Account plan offered to employees of the Berlin Board of Education. The Board shall have the right to select the specific High Deductible/ Health Savings Account plan to be offered to employees. For the 2018-19 contract year, the Board shall pay 55% of the premium cost of individual coverage for each employee who meets the eligibility requirements set forth above. For the 2019-20 and 2020-21 contract years, the Board shall pay 65% of the premium cost of individual coverage for each

ARTICLE XVII
MISCELLANEOUS

Section 17.0

Employees who are required to use their own vehicles, with prior authorization, for school purposes, shall be compensated at the official I.R.S. reimbursement rate.

Section 17.1

The parties hereby understand that the use of pronouns shall include reference to both genders.

Section 17.2

All employees will be entitled to holiday pay for the following holidays:
Thanksgiving, Christmas, New Year's Day, Martin Luther King Jr. Day, Memorial Day and Presidents' Day.

Holiday pay shall be the equivalent of the employee's compensation for a regular work day.

When the paraprofessional work year commences before Labor Day, employees shall be entitled to holiday pay on Labor Day.

Section 17.3

The Board agrees to pay for the costs associated with the RBT training. The Board will reimburse employees who pass the RBT competency assessment for the cost of said assessment. The Board further agrees to reimburse employees for the costs associated with annual certification renewals, provided the employee maintains such certification.

ARTICLE XVIII
COMPLETE AGREEMENT

Section 18.0

It is understood and agreed that this Agreement contains the complete agreement of the parties, and that it may be amended or altered only by mutual agreement in writing signed by the parties. The Board and the Union agree that each had a full opportunity to raise issues, and that all matters to be included in this Agreement have been presented, discussed and incorporated herein or rejected. Accordingly, it is agreed that for the life of this Agreement each party voluntarily and unqualifiedly

APPENDIX A

WAGE SCHEDULE

2018-19 Rates (2.5% Increase)			
Classification	Less than 5 yrs	5 years to 9 years	10 or more years
Duty Paraprofessional	17.07	17.24	17.41
Instructional Paraprofessional	19.09	19.28	19.47
Registered Behavior Technician/Building Subs	21.00	21.21	21.42

2019-20 Rates (2.5% Increase)			
Classification	Less than 5 yrs	5 years to 9 years	10 or more years
Duty Paraprofessional	17.49	17.67	17.84
Instructional Paraprofessional	19.56	19.76	19.95
Registered Behavior Technician/Building Subs	21.53	21.74	21.96

2020-21 Rates (2.5% Increase)			
Classification	Less than 5 yrs	5 years to 9 years	10 or more years
Duty Paraprofessional	17.93	18.11	18.29
Instructional Paraprofessional	20.05	20.25	20.45
Registered Behavior Technician/Building Subs	22.06	22.28	22.50

Legal Notice

**Town of Berlin
Board of Education**

In compliance with the requirements of Section 10-153d (b) of the Connecticut General Statutes, notice is hereby given that a copy of the Collective Bargaining Agreement dated July 1, 2018 through June 30, 2021 concerning the Berlin Board of Education and Local 1303-276 of Council 4 AFSCME, AFL-CIO is on file in the office of the Town Clerk of Berlin and is available for public inspection.

Dated at Berlin, Connecticut this 30th day of August, 2018.

Kathryn J. Wall, Town Clerk

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