## COLLECTIVE BARGAINING AGREEMENT

## **BETWEEN**

## WOODSTOCK BOARD OF EDUCATION

AND

WOODSTOCK PARAPROFESSIONALS LOCAL 1303-399 OF COUNCIL 4, AFSCME, AFL-CIO

**EXPIRING JUNE 30, 2019** 

## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
PREAMBLE	. 1
ARTICLE I — RECOGNITION	. 1
ARTICLE II — MANAGEMENT RIGHTS	. 1
ARTICLE III — INSURANCE BENEFITS	. 2
ARTICLE IV — ENTIRE UNDERSTANDING	. 5
ARTICLE V — WAGES	. 5
ARTICLE VI — SICK LEAVE	. 6
ARTICLE VII — PERSONAL LEAVE	. 7
ARTICLE VIII — OTHER LEAVES AND HOLIDAYS	. 8
ARTICLE IX — WORK SCHEDULE	. 9
ARTICLE X — SENIORITY	. 9
ARTICLE XI — AGENCY SHOP	. 10
ARTICLE XII — NO DISCRIMINATION	. 11
ARTICLE XIII — NO STRIKE, NO LOCKOUT	. 11
ARTICLE XIV — VACANCIES AND REDUCTION	. 12
ARTICLE XV — GRIEVANCE PROCEDURE	. 13
ARTICLE XVI — TUITION REIMBURSEMENT	
15	
ARTICLE XVII — DISCIPLINE	. 16
ARTICLE XVIII — DURATION	. 17
APPENDIX A — WAGE SCHEDULE	. 18
APPENDIX B — HEALTH INSURANCE	. 19
ADDENDIV DO HINHD/HEA HEATTH INSTIDANCE	21

## **PREAMBLE**

This Agreement is made and entered into by the Woodstock Board of Education (hereinafter referred to as the "Board") and/or its successor and Local 1303-399 of Council 4, American Federation of State, County and Municipal Employees, AFL-CIO, and/or its successor (hereinafter referred to as the "Union").

### ARTICLE I — RECOGNITION

The Board recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to the salaries, hours of employment and other conditions of employment for all full time and part time Paraprofessionals, excluding seasonal employees, temporary employees, temporary substitutes, supervisors and all others excluded by the Municipal Employees Relations Act (the "MERA").

## <u>ARTICLE II — MANAGEMENT RIGHTS</u>

Except as specifically abridged or superseded by any provision of this Agreement, the Board has and will continue to retain, whether exercised or not, the sole right, responsibility and prerogative to manage and direct the operations of the Board, to set and enforce Board policy and manage its work force, including but not limited to the following:

- A. To create, abolish, maintain, expand or reduce programs and activities as, in the judgment of the Board will best serve the interests of the School District;
- B. To decide upon the need and type of facilities, buildings, lands, apparatus, vehicles, equipment, supplies and other property within its control;
- C. To employ, assign, promote, demote, suspend, hire, fire and discipline employees and with reasonable advance notice, to transfer employees, establish job descriptions and prescribe and enforce reasonable rules and regulations for the performance of work and the maintenance of discipline;
- D. To prescribe work hours and schedules and procedures used to discharge the Board's responsibilities;
- E. In general, to control, supervise and manage the operations of the Board and its staff under governing laws, and to establish or continue policies, practices and procedures for the conduct of Board business and the management of its operations;
- F. Reasonable work rules may be established provided, however, that no such rules shall override or contradict any Article, Section or provision of this Agreement.

4874808v1

## **ARTICLE III — INSURANCE BENEFITS**

#### Section 3.1

Bargaining unit members shall be entitled to individual insurance coverage upon receipt by the Board of an employee contribution toward monthly insurance premiums by way of payroll withholding based on COBRA rates, as follows:

<u>2016-2017</u>	Board contribution	81.5%
	Employee contribution	18.5%
<u>2017-2018</u>	Board contribution	81.0%
	Employee contribution	19.0%
<u>2018-2019</u>	Board contribution	80.5%
	Employee contribution	19.5%

Coverage will include medical and dental benefits described in Appendix B of this Agreement.

Effective July 1, 2016, the Board shall provide an optional High Deductible Health Care Plan with a Health Savings Account feature ("HDHP/HSA Plan"). For each year of the Agreement, the deductible for the HDHP/HSA Plan shall be \$2,000 for single coverage and \$4,000 for family coverage as set forth in Appendix B-2. This HDHP/HSA Plan shall be a voluntary alternative to the PPO Plan.

Effective July 1, 2016, the Board will fund fifty percent (50%) of the deductible amount for an employee for individual coverage only who elects coverage under the HDHP/HSA Plan. One-fourth of the Board's contribution toward the deductible will be deposited into the HSA accounts on the first payroll in July, the remaining three-fourths will be deposited into the HSA accounts on the first payroll in January. The parties acknowledge that the Board's contribution toward the funding of the HDHP/HSA Plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible will be funded for actively employed employees.

Bargaining unit employees shall be eligible for individual coverage only under the HDHP/HSA Plan upon receipt by the Board of an employee contribution toward monthly insurance premiums by way of payroll withholding based on COBRA rates, as follows:

<u>2016-2017</u>	Board contribution	84.5%
	Employee contribution	15.5%
2017-2018	Board contribution	83.5%

Employee contribution 16.5%

<u>2018-2019</u> Board contribution 82.5%

Employee contribution 17.5%

If the Board determines that the total cost of a group health plan offered under this contract may trigger an excise tax under Internal Revenue Code Section 4980I, or any other local, state or federal statute or regulation, during the term of this contract, the Board and the Union will, upon the request of the Board, engage in mid-term negotiations regarding the impact of such excise tax, in accordance with the Municipal Employee Relations Act (MERA). Such midterm negotiations may include proposals designed to address the increased costs of insurance coverage including but not limited to, proposals designed to: modify the plan so as to reduce the cost of the plan below the excise tax thresholds and/or reduce the amount of any applicable excise tax, revise employee contributions to the costs of health insurance coverage, allocate the responsibility for increased costs associated with the imposition of the excise tax, and/or explore other health insurance options.

#### Section 3.2

Dependent and family health insurance coverage will be made available to all bargaining unit members upon payment of 100% of the additional premium attributable to such dependent or family coverage.

#### Section 3.3

Nothing herein shall be interpreted to prevent the Board from obtaining coverage which is substantially equivalent when considered as a whole so long as there is no interruption in coverage. "Substantially equivalent" means same overall plan design, equivalent benefit levels as to each of the major elements of the plan, and comparable value (balancing off pluses and minus) as to the remaining elements of the plan. The Board agrees to give the Union reasonable notice and to discuss with the Union prior to any change in plans or carriers. In the event of a dispute over the interpretation or application of this Section, the Union may, within thirty (30) days after being notified of a health insurance change, request grievance arbitration without proceeding through the initial steps of the grievance procedure. There shall be no implementation of any disputed alternative plan until the dispute has been resolved.

#### Section 3.4

The Board shall provide a "Section 125" plan for as long as such a plan is available and recognized by the Internal Revenue Service.

#### Section 3.5

The Board shall provide and pay the full cost of a \$5,000 group term life insurance policy for each non-probationary bargaining unit member.

#### Section 3.6

- A. Employees hired prior to June 30, 2013 may elect to waive, in writing, all health insurance benefits provided as a condition of employment and in lieu thereof, may receive an annual payment equal to a portion of the yearly cost of the least costly form of available insurance coverage as such cost is set on September 1 of each year. Payment to those employees waiving such coverage shall be made, based on the contribution that otherwise would be required by the Board in equal payments during the months of December and April. Employees hired after June 30, 2013 are not eligible for the waiver provision.
- B. Notice of intention to waive insurance coverages must be submitted to the Superintendent of Schools during the months of July or August of each year, subject, however, to any regulations or restrictions which may be prescribed by the appropriate insurance carriers.
- C. Any employee may elect to resume Board-provided insurance coverage. Upon receipt of such notice, 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.
- D. If an employee resumes Board-provided insurance, the employee and the Board shall make whatever adjustment in payment or reimbursement that is necessary to provide that the employee receives his/her proportionate share of waiver payment only for the period of time he/she is not covered by insurance and no more.
- E. Premium waiver payments shall be \$1,000 annually in accordance with Subsection A of this provision.

#### ARTICLE IV — ENTIRE UNDERSTANDING

#### Section 4.1

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Union, for the life of this Agreement, each voluntarily and without qualification, waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or not referred to, or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. However, nothing in this paragraph shall prevent the Union from insisting upon the initiation of impact bargaining if the Board unilaterally implements a major change in working conditions.

4874808v1

#### Section 4.2

No modifications or changes to this Agreement will be effective unless they are reduced to writing and executed by duly authorized representatives of the Board and Union.

### ARTICLE V — WAGES

#### Section 5.1

The hourly wages of bargaining unit members are set forth at Appendix A hereof.

#### Section 5.2

Effective July 1, 2016, the wages in effect on June 30, 2016 shall be increased 2.25%. All employees not on the top step shall move on step on the wage scale.

Effective July 1, 2017, the wages in effect on June 30, 2017 shall be increased 2.25%. All employees not on the top step shall move on step on the wage scale.

Effective July 1, 2018, the wages in effect on June 30, 2018 shall be increased 2.25%. All employees not on the top step shall move on step on the wage scale.

#### Section 5.3

When a qualified paraprofessional is directed to substitute for a certified teacher for one half day or more, the paraprofessional will receive \$1.00 per hour above his/her regular rate of pay for all hours worked as a substitute teacher, or the substitute rate of pay, whichever is higher. Additionally, when directed to substitute for a certified teacher for one half day or more, the paraprofessional shall receive a one half hour paid duty free lunch.

### ARTICLE VI — SICK LEAVE

#### Section 6.1

Sick leave shall be made available to employees not to exceed ten (10) days per year, cumulative to a maximum of forty (40) days, without loss of pay. Sick leave may be used only when the employee's illness or disability prevents him/her from attending to his/her duties. However, up to eight (8) such days per year may be used to attend to an illness in the immediate family, when the employee's presence is necessary for the care of an immediate family member. Medical verification may be required upon request.

The Board shall provide employees regularly working twenty-five (25) hours or more per week with short-term disability insurance. Employees enrolled in the Boards health insurance plan at the time of his or her injury or illness may continue said coverage for the period of short-term disability insurance coverage, subject to employee premium cost sharing.

For the purposes of this section, "immediate family" shall be defined as one's spouse, child, parent, or any other relative who resides in the household of the employee.

#### Section 6.2

Bargaining unit members shall be entitled to statutory workers' compensation benefits. Sick leave may be charged on a prorata basis until sick leave is exhausted, in order to supplement worker's compensation payments.

#### Section 6.3

If an employee with at least one full year of service is out of work for an extended period of time due to surgery, serious illness or injury, and that employee has run out of accumulated leave, other employees may voluntarily donate up to one day of sick leave for each ten accumulated to a maximum of two (2) days per person. Acceptance of donations shall be voluntary. In order for such donations to be used by an employee, the Union must recommend, and the Superintendent must approve the donation. The Superintendent shall request medical documentation from employees requesting donations.

#### Section 6.4

If the Board reasonably suspects that an employee has abused sick leave, the Board may require the employee to produce a physician's certification of illness for any period of absence greater than four (4) consecutive days or a pattern of abuse, or the Board may require the employee to undergo an Independent Medical Examination, at Board expense.

#### Section 6.5

Employees who do not use sick leave for the school year shall receive a \$200 bonus to be paid at the end of the school year. The use of sick leave days does not refer to the ability of an employee to voluntarily donate sick leave days to another employee as referenced in Section 6.3 of the AGREEMENT. This bonus shall not be added to the Paraprofessional rate of pay.

#### Section 6.6

Paraprofessionals at age fifty-five (55) or older with at least ten (10) years of service to the school system will, upon retirement, be eligible for reimbursement of accumulated sick leave at their daily rate up to thirty (30) days at a maximum amount not to exceed \$1500.

## ARTICLE VII — PERSONAL LEAVE AND HOLIDAYS

#### Section 7.1

After successfully completing the initial probationary period, as such is defined in Section 10.1 of this Agreement, personal days will be made available only for the following reasons, which must be documented to the Superintendent or his/her designee:

- A. Compelling personal obligations which cannot be scheduled outside working hours.
- B. Legal obligations which cannot be scheduled outside working hours.
- C. Religious holidays.

## Section 7.2

After successfully completing the initial probationary period, as such is defined in Section 10.1 of this Agreement, bargaining unit members shall be entitled to a maximum of two (2) personal days per year. Personal leave days shall not accumulate from contract year to contract year. Upon completion of four (4) years of employment, bargaining unit members shall be entitled to a maximum of four (4) personal days per year.

#### Section 7.3

The following shall be observed as paid holidays for all employees:

Effective July 1, 2013:

Columbus Day
Labor Day
Christmas Day
Veterans Day
New Year's Day
Thanksgiving Day
Presidents' Day
Martin Luther King Day

Personal days may not be used to extend holidays or vacation periods.

### ARTICLE VIII — OTHER LEAVES

#### Section 8.1 - Jury Duty

If an employee is summoned for jury duty, the Board will pay the difference between the employee's regular wages and the daily jury fee for each day served for the period prescribed by law, providing that the employee is cooperative with the administration in efforts to have the employee relieved from such jury duty, and such request for relief is not granted by the court. If an employee is excused from court prior to the second half of his/her shift, or is not required to be in court on any given working day, then the employee shall report to school for his/her work assignment. This section shall apply only where jury duty conflicts with the employee's scheduled working hours.

#### Section 8.2 – Bereavement Leave

All employees shall be entitled to three (3) days bereavement leave per death in the immediate family. Immediate family shall include mother, father, sibling, son, daughter, spouse, mother/father-in-law, daughter/son-in-law, and grandchild.

All employees shall be entitled to one (1) day bereavement leave to attend the funeral of a grandparent, sister-in-law, brother-in-law, aunt or uncle, niece or nephew. The Superintendent may, in his/her discretion, grant bereavement leave in circumstances other than those described above. The denial of such leave shall not be subject to the grievance or arbitration provisions of the Agreement.

## Section 8.3 – Long-term Leave of Absence

In the sole discretion of the Superintendent, and after at least five (5) years of service, an employee may be granted a long-term unpaid leave of absence for up to one (1) year. The refusal of such a leave request shall not be subject to the grievance procedure. Under appropriate circumstances, an employee may use paid sick or personal leave during the leave of absence.

### ARTICLE IX — WORK SCHEDULE

#### Section 9.1

Full time employment shall be defined as regularly scheduled employment of 27½ hours per week or more. Part time employment shall be defined as less than 27½ hours per week.

#### Section 9.2

The work week shall consist of all student school days, beginning no earlier than 7:00 a.m. and ending no later than 4:30 p.m., and shall include a duty-free unpaid lunch period which shall be no less than the time allotted for student lunch.

#### Section 9.3

Part time employees who work 4 hours or more per day shall receive either an unpaid lunch or fifteen (15) minute unpaid break.

### Section 9.4

All work performed beyond the scheduled work week shall be paid at straight time, except that time and one-half will be paid beyond forty (40) hours of actual work in a work week. All work beyond the scheduled work week shall be subject to advance approval by the Superintendent or his/her designee.

## Section 9.5

The normal work year shall consist of the student year as set by the Board on the date the Board sets the official school calendar, in addition to one (1) mandatory orientation day, and one (1) mandatory professional development day (of 6 hours), which may be broken up by the Board as necessary.

## ARTICLE X — SENIORITY

#### Section 10.1

The Board shall prepare a list of employees showing their seniority and length of service with the Board and deliver the same to the Union during the month of October of each year. The list shall distinguish between full time and part time status. Unless the Union files a grievance concerning the list within thirty (30) days from receipt of same, the list will be presumed to be correct for all purposes of this contract. Upon completion of their probationary period, new employees shall be added to the list. Excluded from the list are temporary, summer workers and those employed under work study programs.

#### Section 10.2

During the probationary period of ninety (90) work days, the probationary employee may be terminated by the Board in its sole discretion, for any reason whatsoever, and neither the employee nor the Union, on his/her behalf, shall have recourse to the grievance or arbitration provisions of this Agreement. Upon completion of his/her probationary period, an employee's seniority shall date back to the commencement of his/her employment.

#### Section 10.3

An employee shall lose seniority rights upon:

- 1. Voluntary resignation or retirement;
- 2. Discharge for cause;
- 3. Unauthorized leave of absence;
- 4. Layoff, followed by expiration of recall rights; or
- 5. Failure to report to work within five (5) work days following receipt of notice of recall, while on the recall list.

### ARTICLE XI — AGENCY SHOP

#### Section 11.1

The Board agrees to deduct from the pay of all of its employees who in writing authorize such deductions from their wages, such membership dues and/or agency fees as may be fixed by the Union. Such deduction shall continue for the duration of the Agreement, except that any employee may withdraw such authorization in writing by certified mail to Council 4 or the president of the local.

#### Section 11.2

All employees in the bargaining unit who are not members shall, for so long as they remain non-members, as a condition of employment, pay to the Union a service fee equivalent to the proportionate share of dues attributable to contract negotiations, grievance adjustment and contract administration as provided by the Union.

#### Section 11.3

The deductions for any month shall be made twice each month for such month and shall be remitted to the Union together with a list of names of employees from whose wages such deductions have been made, no later than the tenth (10<sup>th</sup>) day of the following month.

#### Section 11.4

The employee's obligations to make such deductions shall terminate automatically upon termination of the employee who signed the authorization or upon his/her transfer to a job not covered by this Agreement, except that deductions shall be resumed if an employee, terminated by layoff, is rehired during the life of the contract then in existence. Dues shall not be collected from employees while they are on unpaid leave of absence, statutory Worker's Compensation (without employer supplement), or in any month when the employee does not receive wages.

#### Section 11.5

The Union agrees that it will indemnify and save the employer harmless from any and all liability, claim, responsibility, damage or suit, including salaries, court costs and attorney's fees, which may arise out of any action taken by the employer in accordance with the terms of this Article. The Board shall notify the Union of any claims made against it concerning this Article.

### Section 11.6

The Board shall provide one non-exclusive Union bulletin board in each school for posting Union business.

## <u>ARTICLE XII — NO DISCRIMINATION</u>

There shall be no illegal discrimination, coercion or intimidation of any kind, either by the employer or by the Union, against any employee or member, because of marital status, age, sex, creed, national origin, ancestry, color, race, religious belief, physical or mental disability, sexual orientation, gender identity, Union activity or lack of Union activity. This section shall not be subject to the grievance procedure.

### <u>ARTICLE XIII — NO STRIKE, NO LOCKOUT</u>

The Board agrees that it will not lockout the employees during the term of this Agreement. The Union and the employees expressly agree that during the life of this Agreement there will be no strikes, slow downs, unlawful picketing, work stoppages, mass resignations or mass illnesses or other similar forms of interference with the operation of the school system.

## ARTICLE XIV — VACANCIES AND REDUCTION

#### Section 14.1

All new positions and vacancies that occur during the school year shall be posted on the Union bulletin board for a period of seven (7) calendar days prior to any action to fill such vacancies or new positions. Notice of any summer vacancy or new position will be sent to the home address of the Union President and emailed to employees. For purposes of this section, the term "vacancy" shall be limited to a position which results from a reduction in staff through resignation, retirement, and termination. but shall not include openings resulting from transfers. Employees wishing to be considered for assignment to any vacancy or new position shall submit their requests in writing.

#### Section 14.2

Except in extenuating circumstances, efforts shall be made to notify bargaining unit members of their tentative assignments for the following school year as soon as possible during or prior to the summer recess.

#### Section 14.3

Assignments shall be made by the Superintendent or his/her designee on the basis of his/her opinion of the skills and abilities of applicants and the needs of the school system.

#### Section 14.4

The Board may, in its sole discretion, eliminate bargaining unit positions when deemed appropriate or necessary by the Board. In any such case, layoffs shall take effect as follows, within the separate classifications of (A) full time paraprofessionals and (B) part time paraprofessionals:

- 1. Probationary employees (irrespective of seniority);
- 2. Regular employees, in the inverse order of seniority.

#### Section 14.5

Employees who are laid off shall have recall rights according to their classification. Employees shall be rehired according to their number of years of service within the bargaining unit, provided the employee is qualified in the judgment of the Superintendent to do the job. If an employee is notified that he/she is being recalled to employment and rejects that recall by not reporting to work within five work days from receipt of written or oral notice, that employee shall lose all rights of recall. The Superintendent shall notify the laid off employee of an available job appointment in his/her classification. Notification shall be verified by certified mail to the employee's last known address. Recall rights shall be in effect for fifteen (15) months from the date of layoff. Upon return to work, a recalled employee shall retain years of experience on the salary schedule. The notification required by this paragraph shall be by certified mail to the employee's last address as on file at the Board of Education offices.

## <u>ARTICLE XV — GRIEVANCE PROCEDURE</u>

#### Section 15.1

A grievance shall be defined as a claim by an employee that as to him/her there has been a violation of the specific terms of this Agreement. Grievances shall be processed in an orderly manner as outlined herein. Every effort shall be made by all parties concerned to resolve disputes or misunderstandings informally, or at the lowest possible level of this procedure.

- Step 1. The grievant or the Union shall, within ten (10) working days of the occurrence which led to the grievance, meet with the supervisor in an effort to resolve the grievance immediately. If unable to do so, the grievance may be submitted to the next step by stating the grievance in writing in sufficient detail to apprise the administration of the event or condition complained of, specifying the date(s) of occurrence, the section(s) of the agreement which are alleged to have been violated, and by giving a copy of the grievance to the school principal or special education director within twenty five (25) days of the occurrence which led to the grievance.
- Step 2. The school principal or special education director shall answer the grievance in writing within five (5) working days after receipt. The principal or the special education director may request a meeting with the employee, along with union representation. The employee must agree to the meeting, to discuss the grievance within that period.
- Step 3. If not satisfactorily resolved, the grievance may be submitted within five (5) working days from the principal's (or special education director's) response to the Superintendent, who shall answer the grievance in writing within five (5) working days after receipt of such grievance.
- Step 4. If not satisfactorily resolved, the grievance may be submitted to the Board within five (5) working days after receipt of the Superintendent's response. The Board shall schedule a hearing for the grievance within forty five (45) calendar days of receipt by the Board. The Board shall provide a written answer to the grievance within fourteen (14) calendar days after its hearing.

#### Section 15.2

If a grievance is not settled, the Union may submit the grievance to arbitration before a tripartite panel of the Connecticut State Board of Mediation and Arbitration (SBMA). The Union's request for arbitration shall be in writing and must be filed with the SBMA no later than ten (10) calendar days after receipt of the written answer of the Board of Education at Step 4 above, with a copy of such filing to the Superintendent of Schools.

#### Section 15.3

The arbitrators designated shall hear and decide only one grievance at a time. Their awards shall be final and binding. They shall be bound and must comply with all the terms of this Agreement and shall have no power to add to, subtract from, or in any way modify the provisions of this Agreement. Each party shall be responsible for its own costs associated with the SBMA arbitration process.

#### Section 15.4

Notwithstanding the foregoing authority of the SBMA, the Board of Education may, at its sole discretion, vacate the arbitration proceedings from the SBMA by filing a demand for arbitration under the auspices of the American Arbitration Association (AAA) in East Hartford, Connecticut, within twenty (20) calendar days from receipt of its copy of the Union's demand for arbitration before the SBMA. In such case, the arbitration shall be conducted under the voluntary labor arbitration rules of the AAA and all arbitration costs shall be borne by the Board.

#### Section 15.5

Any time limit specified within this Article, except for the initial filing of a grievance, may be extended by mutual agreement of the Union and the Board 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. Failure by the Board or its management representatives to respond to a grievance within the time limits prescribed herein shall be deemed to be a denial of the grievance on the last day allowed for such a response and the grievant may appeal within the appropriate time limits to the next level of the grievance procedure.

#### Section 15.6

An employee has the right to have Union representation and the Board of Education may also engage outside representation throughout the grievance procedure.

#### Section 15.7

The grievant and his/her representative shall be afforded the necessary time off without loss of pay for grievance hearings that are held at the direction of the Superintendent or the Board during their working hours.

#### Section 15.8

Notwithstanding the provisions of Section 15.1, above, any grievance which is alleged to have resulted from action by the Superintendent of Schools or by the Woodstock Board of Education shall be submitted initially to the Superintendent of Schools at Step 3 of the grievance procedure, without any requirement to file, meet or receive a decision at Step 1 or Step 2 of the grievance procedure.

In such a case, the mandatory ten (10) working day filing requirement shall be deemed to have been met if the written grievance is filed with the Superintendent of Schools within ten (10) working days of the date on which the employee knew or should have known of the grievance.

The terms of this Section 15.8 and waiver of Steps 1 and 2 shall apply only in cases in which the grievant and the Union believe that the grievance arose from the decision or action of the Superintendent or the Board of Education. In any case in which the initial filing takes place at Step 3 of the grievance procedure, the Superintendent of Schools may refer the grievant to either Step 1 or Step 2 of the grievance procedure as she/he sees fit and in such a case, the procedures described at Section 15.1 of the collective bargaining agreement shall be followed.

### ARTICLE XVI – TUITION REIMBURSEMENT

The Board shall reimburse paraprofessionals for course work which is part of a course of study at an accredited college, university, junior college, community college or an approved certificate program, subject to the following:

- 1. The Superintendent shall be notified of any anticipated tuition reimbursement by February 1<sup>st</sup> for the following school year, as a condition of any tuition reimbursement. The Superintendent may use his/her discretion whether to grant any tuition reimbursement to an employee who does not provide notice by February 1<sup>st</sup>. The Superintendent's decision will be final and will not be subject to the grievance and arbitration procedures in this contract.
- 2. The course of study or degree program, as well as each course or certificate program, must be approved in advance by the Superintendent. The course of study must be in a subject area (such as education, child development) which will significantly contribute to the employee's value as a paraprofessional.

- 3. The paraprofessional must receive a grade average of B or better in each course in order to be eligible for reimbursement.
- 4. For employees with greater than two (2) and less than five (5) years of service, the Board will reimburse up to \$250 per course or certificate program approved by the Superintendent, provided the above conditions are met, subject to a per paraprofessional annual maximum of \$500. For employees with five (5) or more years of service, the Board will reimburse up to \$500 per course or certificate program approved by the Superintendent, provided the above conditions are met, subject to a per paraprofessional annual maximum of \$1000.

#### ARTICLE XVII — DISCIPLINE

#### Section 17.1

Disciplinary action shall be administered in a fair manner. All discipline shall be for just cause.

Normally, progressive disciplinary actions shall follow in this order:

Verbal warning

Written warning

Suspension

Discharge

Nothing herein shall prevent the Administration from taking immediate disciplinary action up to and including discharge for serious misconduct.

#### Section 17.2

A copy of any written disciplinary action shall be sent to the Union president.

#### <u>ARTICLE XVIII — DURATION</u>

- 1. This Agreement shall take effect upon signing, and remain in full force and effect until June 30, 2019. This Agreement shall remain in full force and effect during the period of negotiations for a successor Agreement.
- 2. If either party wishes to modify this Agreement upon its expiration, such party shall notify the other party in writing at least one hundred twenty (120) days prior to July

1, 2019. Neither party shall be obligated to take part in any such collective bargaining session prior to one hundred and twenty (120) days prior to July 1,-2019.

IN WITNESS WHEREOF, the parties have set their hands by their duly authorized representatives at Woodstock, Connecticut on the date indicated beside their signatures.

	WOODSTOCK BOARD OF EDUCATION (Board)
Date: Le le le	By:
	WOODSTOCK PARAPROFESSIONALS LOCAL 1303-399 OF COUNCIL 4, AFSCME AFL-CIO (Union)
Date: 6/20/16	Catherine L adams
Date: 6 20   16	Vicki Krom
Date: 6 - 28-16	Wendy L. Le Boling Wendy Le Boling
Date: 6-20-16	Donna-O'Shaughnessy
Date:	Laurie Webster, Staff Rep Council 4 AFSCME
Date: 6/20/16	Johnne Lussier

## APPENDIX A

## WAGE SCHEDULE

## WOODSTOCK PARAPROFESSIONALS

<u>Step</u>	July 1, 2016 through June 30, 2017 <u>Hourly Rate</u>	July 1, 2017 through June 30, 2018 <u>Hourly Rate</u>	July 1, 2018 through June 30, 2019 <u>Hourly Rate</u>
1	12.52	12.80	13.09
2	13.71	14.02	14.34
3	14.16	14.48	14.81
4	15.16	15.50	15.85
5	16.20	16.56	16.93
6	17.34	17.73	18.13

Wages will be calculated based on twenty-six (26) equal bi-weekly installments. Payments shall be made via direct deposit, except in the case of the payroll cycle following the close of the student school year.

## APPENDIX B

## **National Network**

Benefit	Benefit Plan Descriptions	
	<u>In-Network</u>	<u>Out-of-Network</u>
Office Visits	\$25 Co-Pay	\$250, then 80% after deductible
Preventive Care Routine Vision Exam	\$20 Co-Pay 100% to Scheduled Maximum	\$250, then 80% after deductible 100% to Scheduled Maximum
Allergy Services: Office Visit	\$25 Co-Pay	\$250, then 80% after deductible
Injections Mammography	100% 100%	\$250, then 80% after deductible \$250, then 80% after deductible
Diagnostic Lab & X-Ray	100%	\$250, then 80% after deductible
Inpatient Hospital Care:	\$100 Co-pay, then	
Room & Board Charges	100% up to Semi-Private  Room Rate	\$250, then 80% after deductible
Miscellaneous Charges	100%	\$250, then 80% after deductible
Emergency Room	\$85 Co-Pay per visit,	\$250 Co-Pay per visit,
	waived if admitted	waived if admitted
Medical Transportation	100%	100%
Urgent Care Facilities	\$25 Co-Pay	\$250, then 80% after deductible
Walk-in Center	\$25 Co-Pay	\$250, then 80% after deductible
Occupational Speech Therapy Physical Therapy	\$20 Co-Pay	\$250, then 80% after deductible
rnysical merapy	\$20 Co-Pay	\$250, then 80% after deductible
Chiropractic Therapy	\$25 Co-Pay	\$250, then 80% after deductible
	Physical, Occupational, Speech and Chiropractic, 30 visits combined per calendar year.	
Radiation, Chemotherapy	100%	\$250, then 80% after deductible
Out-Patient Mental/Nervous Care	\$20 Co-Pay per visit (limited to 30 visits per year)	\$250, then 50% after deductible (limited to 30 visits per year)
Out-Patient Substance Abuse Care	\$200, then 50% after deductible, subject to \$1,000 Calendar Year Maximum	\$250, then 50% after deductible, subject to \$1,000 Calendar Year Maximum
Out-Patient Surgery	\$50 Co-pay	\$250, then 80% after deductible
•		

Hospice Care	\$200 deductible, then 80%	\$250 deductible, then 70%
Skilled Nursing Facility (following hospital stay)	100%	80% after deductible
Home Health Care	\$200 deductible, then 80%	\$250 deductible, then 70%
Durable Medical Equipment	\$200 deductible, then 80%	\$250 deductible, then 70%
Out-Patient Private Duty Nursing	\$200 deductible, then 80%	\$250, then 70% after deductible
Prescription Drug Benefits with formulary:* Generic Drugs Formulary Drugs Non-Formulary Drugs Mail Order	\$10.00 Co-pay \$25.00 Co-pay \$35.00 Co-pay (2X co-pay for 31-90 day supply)	\$10.00 Co-pay \$25.00 Co-pay \$35.00 Co-pay (2X co-pay for 31-90 day supply)

Vision Dental

Annual Deductible 250/500/600

Coinsurance Limit 2500/5000/6000

Lifetime Maximum Unlimited (in-network) \$1 million (out-of-network)

Appendix B-2

# **HDHP/ HSA PLAN DESIGN**

The Board shall implement a HDHP/ HSA plan, or a high deductible health care plan with a health savings account feature, including the following components:

	In-Network	Out-of-Network
Annual Deductible (individual/aggregate family)	\$2,000/\$4,000	
Co-insurance	0% co-insurance after deductible, subject to co- insurance maximum	30% co-insurance after deductible, subject to coinsurance maximum
Out of pocket maximum (individual/aggregate family)	\$2,000/\$4,000	\$5,000/\$10,000
Lifetime Maximum	Unlimited	Unlimited
Preventive Care	Deductible not applicable 100% Coverage	30% co-insurance after deductible, subject to coinsurance maximum
Prescription Drug Coverage	Treated as any other medical expense	

4874808v1