

# COLLECTIVE BARGAINING AGREEMENT

*By and Between*

**THE ROCKY HILL BOARD OF EDUCATION**

*and the*



**UNITED PUBLIC SERVICE EMPLOYEES UNION**

**Local 424 - Unit 86**

**Rocky Hill BOE Paraeducators**

**July 1, 2021 through June 30, 2025**

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THIS AGREEMENT is made and entered into by and between the ROCKY HILL BOARD OF EDUCATION (the "Board") and the UNITED PUBLIC SERVICE EMPLOYEES UNION, ROCKY HILL BOARD OF EDUCATION PARAEDUCATORS LOCAL 424 - UNIT 86 (the "Union").

## **ARTICLE I** **RECOGNITION**

- A. The Rocky Hill Board of Education (hereinafter referred to as the "Board") recognizes United Public Service Employees Union (hereinafter referred to as UPSEU or the "Union") as the exclusive bargaining representative for employees who work as computer, classroom and special education and library paraeducators regularly working twenty (20) or more hours per week in the public school system in the Town of Rocky Hill, excluding supervisors, lunch or supervisory aides, temporary or seasonal employees, and other such employees exempt from the scope of the Municipal Employees Relations Act, Connecticut General Statutes §§7-467, et seq.
- B. For the purposes of this Agreement, the term "employee" or "employees" shall be defined as those employees who are members of the bargaining unit recognized in Section A of this Article.
- C. The term "Board of Education" or "Board", as used hereinafter, shall mean the Board or its designee.
- D. The term "Superintendent of Schools" or "Superintendent", as used hereinafter, shall mean the Superintendent or his/her designee.

## **ARTICLE II** **NON-DISCRIMINATION**

- A. Both parties agree to continue their policies of not discriminating against any employee on the basis of Union affiliation, race, color, religion, age, sex, national origin, marital status, sexual orientation, gender identity or expression, ancestry, present or past history of mental disability, intellectual disability, learning disability or physical disability, including but not limited to blindness, which is unrelated to the ability of the employee to perform a particular job. As used in this Agreement, masculine or feminine pronouns shall include reference to either sex. Such claims may be made through the grievance procedure, however only through the highest level five to the Board of Education.

## **ARTICLE III** **UNION SECURITY**

- A. The Rocky Hill Board of Education agrees to deduct from each union member who provides a written authorization an amount equal to the union membership dues by means of payroll deductions.

- B. Such deduction shall continue for the duration of this Agreement or any extension thereof.
- C. Said deduction shall be made during a regular payroll week of each month and shall be remitted to UPSEU, 3555 Veterans Highway, Suite H, Ronkonkoma, NY 11779, together with a list of the names of employees from whose wages such deductions have been made not later than ten (10) days following the end of each month.
- D. The Union agrees to indemnify and to hold and save the Board harmless against any and all claims, damages, suits or other forms of liability including reasonable attorney's fees that shall or may arise out of or by reason of any action taken by the Board for the purpose of complying with the provisions of this Article.
- E. The Board will provide each employee with access to an electronic copy of this Agreement within thirty (30) days after the date of the signing of this Agreement. New employees will be provided with access to an electronic copy of this Agreement at the time of hire. Three (3) signed Agreements will be provided to the UPSEU Office, 130 Research Parkway, Suite 201, Meriden, CT 06450, by the Board within thirty (30) days after the signing of this Agreement.

**ARTICLE IV**  
**MANAGEMENT RIGHTS**

- A. It is recognized that the Board of Education has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the public schools in Rocky Hill in all its aspects, including but not limited to the following: to determine the type of work to be performed by employees; to assign all work to employees or other persons; to decide the methods, procedures and means for conducting the work; to select, hire and demote employees; to discharge and otherwise discipline any employees; to promote, transfer and layoff employees; to decide the need for facilities; to determine shift schedules and hours of work; to establish or continue policies, practices and procedures for the conduct of business and the management and operation of the schools, and from time-to-time to change or abolish such policies, practices or procedures. The exercise of the enumerated management rights shall not be inconsistent or conflict with this Agreement.

**ARTICLE V**  
**VACANCIES**

- A. Vacancy shall be defined as a position which is declared open as a direct result of death, discharge, resignation, retirement, termination, or the creation of a new position or which is open after a transfer or series of transfers. Should a vacancy for a full-time position become vacant, the Board shall not replace that position with a less than full-time position for the primary purpose of avoiding benefits for full-time positions.
- B. Notice of vacancies or newly created positions within the bargaining unit shall be posted in all schools for one (1) week to allow all personnel in the bargaining unit who apply for vacancies under this article to file their intention in writing with the administrator

specified and within the time limit provided. Copies of said postings shall be given to the President of the Union. Once a vacancy or new position has been filled, the name of the employee as well as his/her start date shall be forwarded to the President. Bargaining unit employees who wish to be notified of vacancies that occur during the Summer months shall provide their address and/or their email address to the Administration by June 1<sup>st</sup>.

- C. Selection among all applicants for a position shall be based on required qualifications and satisfactory past performance, training, references, experience, as determined by the Superintendent or his/her designee, as well as an interview with the prospective supervisor or other Board employees. Should two (2) or more applicants possess similar qualifications, training, references, and experience, in the judgment of the Superintendent or his/her designee, the more senior applicant will be awarded the position.
- D. The Board will give first consideration to current qualified employees prior to hiring external candidates.
- E. Each employee, upon appointment or promotion, and thereafter upon request, shall be given a copy of his/her job description.

## **ARTICLE VI** **SENIORITY**

- A. Seniority shall mean the length of continuous service in the bargaining unit within the Rocky Hill Board of Education; such seniority shall apply to the employee's rights in case of layoff and re-employment as provided in Article VII.
- B. For the purpose of this Article and Section an employee's seniority shall be his/her date of hire as set forth herein. In case of a lay-off said employee's seniority shall be retained in his/her prior job for a period of two (2) years.
- C. No employee shall attain seniority rights under this Agreement until he/she has been continuously employed in a particular position for a period of ninety (90) work days. During such period, he/she shall be on probation and 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 procedure provisions of this Agreement.
- D. Seniority is broken when an employee resigns, retires, or is terminated for just cause. Seniority shall not be affected by layoff during the time period an employee is on the recall list.
- E. Seniority shall be determined by a reference to the length of continuous employment in the bargaining unit within the Rocky Hill Board of Education.
- F. On October 1st and January 15<sup>th</sup> of each year, a complete list of all personnel in the bargaining unit shall be provided to the Union President. The list shall be by seniority from most senior to least senior.

**ARTICLE VII**  
**LAYOFF AND RECALL**

- A. When in the judgment of the Board of Education, it becomes necessary to eliminate positions in the bargaining unit, the Board will determine the specific positions to be eliminated and the number of personnel to be laid off and the Superintendent or designee shall notify the Unit President and each individual so involved in writing.
- B. Layoff shall be based on reverse order of seniority with the most senior the last to be on layoff status. An employee holding a position scheduled for elimination or bumping due to layoff may bump the least senior employee provided that the bumping employee can satisfactorily perform the duties of the employee being bumped, in the judgment of the Superintendent or his/her designee. Less than full-time employees do not have bumping rights over full-time employees.
- C. An employee scheduled for layoff shall be given not less than two (2) weeks' notice or the equivalent in wages.
- D. The laid off bargaining unit member shall be placed on a recall list for a period of one (1) year subject to recall in the inverse order of lay-off (from highest to lowest in seniority) and shall have the right to be recalled to the position from which he/she was laid off, if the position should become vacant or be reinstated, or to a position with less hours. The choice of employees to be rehired shall be based upon seniority, provided the employee can, in the judgment of the Superintendent and/or his or her designee, satisfactorily perform the work available. Initial recall rights under this article are within job classification; however, a laid-off individual shall have the right to recall in the "all other" classification, provided the employee can, in the judgment of the Superintendent or his/her designee, satisfactorily perform the work available. Full-time employees who are recalled to a less than full-time position shall retain their recall rights as if they had not been recalled to work.
- E. No person shall be newly employed in a classification that includes an individual on the recall list until all persons on the recall list have been notified by email and certified mail sent to the individual's last known address and such individuals either are offered employment or decline such re-employment offer. It shall be the laid off individual's responsibility to notify the Superintendent or designee; of his/her current address. An individual who declines an offer of re-employment shall forfeit recall rights. Failure to respond in writing to a notice of an opening within ten (10) working days after the mailing thereof shall be deemed to be refusal to accept re-employment. Returning individuals must return to work within twenty-one (21) calendar days from the date of the mailing of the notification or when the position becomes available, whichever occurs last. A failure to return to work within this period shall be deemed a refusal to accept employment.
- F. Subject to any collective bargaining agreement governing the terms and conditions of employment of part-time employees working less than twenty (20) hours per week, the Board will give first consideration to a qualified employee on the recall list for the filling of any temporary or part-time position.

**ARTICLE VIII**  
**HOURS OF WORK AND ADDITIONAL ASSIGNMENTS**

- A. Full time paraeducators will be paid for six (6) hours and twenty (20) minutes of work which includes a fifteen (15) minute daily break, and an unpaid thirty (30) minute duty-free lunch period. Full time paraeducators will be at their location of employment a total of six (6) hours and twenty (20) minutes per day excluding duty free lunch period. Notwithstanding the work hours set forth in this section, the Board may extend the paraeducator work day to be co-extensive with the student day plus up to one-half (1/2) hour.

Paraeducators working 29.75 hours per week shall receive a fifteen (15) minute paid break and an unpaid thirty (30) minute duty-free lunch period.

Any paraeducator working less than 30 hours shall be considered part-time.

The work year for full time paraeducators shall be 180 school days (not including holidays as provided in Article IX). Notwithstanding the work year set forth in this section, the Board may extend the paraeducator work year to be co-extensive with the student school year.

B. **Additional Assignments**

It is understood that principals may assign paraeducators lunch period duty or bus duty or other similar functions.

When a principal requests any paraeducator to work such duties, paraeducator will be paid his/her regularly scheduled hourly rate of pay for all bargaining unit work assigned.

Any hours worked in excess of forty (40) hours per week will be paid at time and one-half.

- C. Working conditions and benefits for bargaining unit members employed less than thirty (30) hours per week but at least twenty (20) hours per week, that are not otherwise established in this Agreement, will be negotiated between the parties.

**ARTICLE IX**  
**HOLIDAYS**

A. **Holidays**

1. All employees shall be paid for the following holidays when these days fall within the scheduled work week:

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

The above holidays shall be celebrated on the date declared by the federal or state governments or in lieu thereof, by the Board of Education, as the official day of celebration and only when school is not in session.

2. The granting of holiday pay is subject to the employee working on the scheduled workday falling immediately prior to and immediately after the holiday, with the exception of if the employee is on an approved medical leave.
3. When any such legal holiday does not require the closing of school, the employee shall be given another day off with regular pay in lieu thereof. For eligible employees, such holidays are to be scheduled by mutual agreement between the employee and the Superintendent or designee, with particular dates scheduled in accordance with the school work schedule requirements.

## **ARTICLE X** **LEAVE PROVISIONS**

### **A. Personal Days**

Three (3) days per year at the discretion of the Principal.

### **B. Bereavement**

A total of five (5) days of paid leave per occurrence may be allowed an employee due to a death or deaths in the immediate family. Immediate family refers to a spouse, parent, stepparent, brother, sister, grandparent, grandchildren, son, daughter, stepchild or a relative living in the same household. A total of three (3) days of paid leave per occurrence shall be permitted for attendance at the funeral of in-law(s). One (1) day of paid leave per occurrence shall be permitted for attendance at a funeral of other relatives or a close friend.

### **C. Sick Leave**

Each paraeducator shall be entitled to sick leave with pay up to twelve and one-half (12-1/2) days per year. Up to five (5) of these days may be taken annually for sickness of a parent, spouse, or child, provided the illness of such relation requires the employee's presence to render necessary care. Sick leave shall be accrued at the rate of 1.25 days per calendar month. Sick leave shall be accumulated to not more than one hundred forty (140) days. Notwithstanding this provision, an employee hired to commence work on or after July 1, 1997 shall accumulate not more than eighty-five (85) days. Should a less than full-time paraeducator receive an increase in their assignment (ie. from part to full time), accumulated sick leave days shall be re-calculated to reflect the employee's new work day. For example, a paraeducator who works a four (4) hour day with thirty (30) accumulated sick days, and who is reassigned to a six (6) hour work day, will have his/her accumulated sick days recalculated to twenty (20) accumulated sick days to accurately reflect both his/her accumulated hours and his/her current work day.

In cases where an employee is absent from work because of an injury or illness covered



under the Workers' Compensation Act, he/she shall have the option of receiving the amount provided between the amount Workers' Compensation and his/her per diem rate of pay, which shall be computed and charged against his/her accumulated sick leave.

In the event that the Superintendent has a reasonable suspicion of sick leave abuse, he or she may require the employee to submit a physician's certificate substantiating the employee's illness or incapacity. Further, during the course of any paid or unpaid leave granted for medical reasons (including leave due to work-related injury or illness), the Superintendent of Schools may periodically require an employee to provide a statement from his or her physician indicating the anticipated date the employee will return to work and either the nature of the illness or the disability or the fitness of the employee to return to work. The Superintendent may require the employee to undergo an examination by a Board-appointed physician not regularly employed by the Board to verify this information.

Employees who have twenty (20) years of service with the Board of Education shall be entitled to severance pay equal to twenty-five (25%) percent of accumulated and unused sick leave credit, up to a maximum of one hundred twenty (120) days. Notwithstanding this provision, an employee hired to commence work on or after July 1, 1997 may accumulate up to sixty (60) days for the purpose of this section. Employees hired on or after July 1, 2012 shall be entitled to accumulate up to eighty-five (85) sick days but shall not be entitled to any severance pay upon separation from employment. For the purpose of this section, severance pay shall be based upon the employee's annual wage for the year in which the employee voluntarily terminated, retired or died. Severance pay shall be paid on the first month of the fiscal year following the employee's date of termination from employment. The Board may, at its discretion, accelerate this payment. Employees terminated involuntarily shall not be entitled to severance pay.

D. Jury Duty

All employees who are called for jury duty shall receive the necessary leave to fulfill this legal obligation. This leave shall not be deducted from sick leave or from personal leave. The amount of compensation received for jury duty, excluding traveling expenses, shall be deducted from the paraeducator's salary. If an employee is excused from court on any scheduled work day prior to 12:00 noon, or is not required to be in court on any given scheduled work day while serving on jury duty, the employee shall report to work. The Superintendent or designee shall be notified as soon as possible after an employee is called for jury duty. The employee will cooperate with the efforts of the employer to be relieved of jury duty.

E. Unpaid Leave

Any paraeducator may request for medical or personal reasons, an unpaid leave of absence of up to one (1) year. Such request will not be unreasonably denied by the Board. No benefits will accrue during the unpaid leave. The Board, in its discretion, may extend such leave. Employees may have the option to purchase medical and dental coverage with the employee paying the full cost of the coverage.

F. Bargaining sessions held to negotiate a successor agreement shall normally be scheduled

after work hours. Should the parties agree to hold a negotiation session during school hours, the Union's negotiating committee, limited to three members of the Union, will be granted release time from work with pay to attend such session.

- G. Any leave granted under this agreement, whether paid or unpaid, shall be credited toward the employee's allotment under the Family and Medical Leave Act as applicable.

**ARTICLE XI**  
**WAGES AND LONGEVITY**

- A. Wage increases will be paid as per Schedule A.  
Wage increases reflected in Schedule A are:  
July 1, 2021: 2.50%  
July 1, 2022: 2.50%  
July 1, 2023: 2.50%  
July 1, 2024: 2.25%

All paychecks shall be distributed via direct deposit. Direct deposit stubs will be sent electronically to employees.

- B. Longevity

Eligibility for longevity pay shall be limited to full-time employees and determined as follows:

1. "Years of service" shall be defined as employed a full school year with the Rocky Hill Board of Education.
2. Compensation for longevity shall be as follows:  
  
One Hundred Fifty (\$150) Dollars per year after the completion of ten (10) through the completion of fourteen (14) years of service (payment not to exceed \$150 total each year).  
  
Two Hundred Fifty (\$250) Dollars per year after the completion of fifteen (15) through the completion of nineteen (19) years of service (payment not to exceed \$250 total each year).  
  
Three Hundred Fifty (\$350) Dollars after the completion of twenty (20) or more years of service (payment not to exceed \$350 total each year).
3. An employee who is on leave in excess of ninety (90) working days in any one contract year shall not receive credit for that year as part of longevity compensation.
4. All years of service with the Board shall be credited toward longevity even though service may have been interrupted.

5. Employees shall receive their longevity payments as a lump sum. Longevity payments shall be made part of the employee's salary and shall be included in the employee's last paycheck of the school year. If employment is terminated anytime before June 30, an employee shall receive pro-rated longevity compensation for that school year, presuming he or she has qualified for longevity compensation from the prior July 1.
6. An employee hired from January 1 to June 30 in any fiscal year shall be deemed to commence employment on the next July 1 following the date of employment. An employee hired from July 1 to December 31 in any fiscal year shall be deemed to commence employment on July 1 of that fiscal year.
7. Only those employees hired to commence work on or before June 30, 1997 shall be eligible for this benefit.
8. All longevity payments shall be distributed via direct deposit.

## **ARTICLE XII**

### **INSURANCE AND PENSION**

- A. The Board shall provide (subject to payroll deductions set forth in this section) for each employee regularly working at least thirty (30) hours per week and his/her eligible dependents the insurance plan set forth in Schedule B, specifically the High Deductible Plan/Health Savings Account (HDHP/HSA). In addition, the Board shall provide (subject to payroll deduction) for each thirty-hour or more employee and eligible dependents CIGNA Dental Plan Classes I and II. In Class II there is an annual deductible of \$50 for individuals/\$150 for family. Employees may purchase CIGNA Dental III coverage, DPPO1 at their own expense through payroll deductions.

The HDHP/HSA individual deductible is two thousand dollars (\$2000) and a two-person or family deductible is four thousand dollars (\$4000), with an In-Network out of pocket maximum of \$2000/\$4000, and an Out of Network maximum of \$4000/\$8000. Effective July 1, 2020, once the deductible is met, prescription drugs will be subject to co-pays as follows: Generic \$5; Preferred \$25; Non-preferred \$40. Two times (2x) mail order co-pay.

The employee contributions for dental and HDHP/HSA plan coverage shall be fourteen and one half percent (14.5%) effective July 1, 2021, fifteen percent (15.0%) effective July 1, 2022, fifteen and one half percent (15.5%) effective July 1, 2023, sixteen percent (16%) effective July 1, 2024.

Each employee must submit a written wage deduction authorization permitting the Board to deduct from the employee's salary his or her share of the cost of benefits set forth above. Each employee will be informed of the amount of deduction in writing prior to its implementation. An employee may forego or withdraw from full coverage rather than pay his or her share of the cost of benefits. Reinstatement of discontinued insurance benefits shall be provided in accordance with the terms of the insurance company administering the plan at the time that benefits are sought. Subject to law, including the rules and regulations of the Internal Revenue Service, and independent of the requirement

that employees contribute to the cost of insurance benefits, the Board shall, not later than the effective date of this Agreement, implement and maintain a "Section 125" Salary Reduction Agreement which shall be designed to permit exclusion from taxable income the employee's share of health insurance premiums.

The Board shall offer a high deductible health insurance plan with a Health Savings Account (HSA) with the components as set out in Appendix B. The Board will fund fifty percent (50%) of the applicable HSA deductible amount for full-time employees. The Board's contribution toward the HSA deductible will be deposited into the employee's HSA accounts on the Board's first payroll date in September. The parties acknowledge that the Board's fifty percent (50%) contribution toward the funding of the HSA plan is not an element of the underlying plan, but rather relates to the manner in which the deductible shall be funded for actively employed paraeducators. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment.

The Board shall offer a High Deductible Plan with a Health Reimbursement Account (HRA) option for employees who are eligible for health insurance benefits and are eligible to participate in a HRA. The plan shall have the same benefits and deductible as the HDHP/HSA. However, it will feature a HRA that will reimburse eligible claims that are applicable to the medical plan deductible up to the same total dollar amount as would have been contributed to a participant in the HSA at the same enrollment coverage. HRA participants can roll over funds remaining on the HRA account up to the deductible or amount permitted by IRS regulations.

B. The Board shall provide each employee with the following insurance:

1. \$25,000 group life insurance;
2. \$5,000 accidental death and dismemberment insurance;
3. Long term disability insurance with benefits equal to fifty (50%) percent of salary up to \$3,000 per month to age 65 with a twelve (12) month qualifying period.

C. The Board shall have the right to change any current insurance carrier, provided:

1. Such change shall be presented to the Union for its review;
2. Such change shall provide coverage, networks and service, when considered as a whole, is substantially comparable to that which is in place at the time of the contemplated change;
3. If the Union rejects the proposed change by the Board, the Union may, within twenty (20) calendar days after the Board has presented the proposal to the Union, submit the question of whether "coverage, network and service, when considered as a whole, is substantially comparable to current benefits" to the American Arbitration Association. The arbitrator in the aforementioned dispute shall have experience in insurance matters. The decision of the arbitrator shall be final and binding. Cost of arbitration shall be shared equally with the Board and the Union. If the Union does not choose to arbitrate its objections to any proposed Board

change within ten (10) days, the Board shall be free to act.

D. Pension

Members of the bargaining unit participate in the Town of Rocky Hill Pension Plan under terms and conditions established by the town. The application of the town pension plan shall not be subject to the grievance procedure set forth in this Agreement, and any dispute concerning eligibility, coverage, benefits, and any other aspect of the plan shall be a matter which the paraeducator or Union must resolve with the Town.

E. Deferred Income

An employee may authorize a deduction from pay for a tax-sheltered annuity as allowed in the 1996-97 contract year with institutions participating with Board employees as of June 30, 1997.

F. Retired Employees

The Board shall provide health and dental coverage for the employee (only) who retires with twenty (20) years of service and who is age 55 at the time of retirement. This coverage will be provided until the employee reaches the age of 65. The employee shall pay the full COBRA cost of this coverage. The coverage to be provided will be the same plan offered to active employees. Less than full-time employees are not eligible for this this benefit.

**ARTICLE XIII**  
**GRIEVANCE PROCEDURE**

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise under the specific provisions of this Agreement.
2. Nothing contained herein shall be construed as limiting the right of any member of the Unit to discuss informally a concern or problem with any appropriate member of the school administration.

B. Definitions

1. A "grievance" shall be defined as a complaint by an employee that there has been a violation, a misinterpretation or a misapplication of a specific provision or provisions of the Agreement.
2. A "grievant" shall mean any employee directly affected by an alleged violation, misinterpretation or misapplication of a specific provision or provisions of this Agreement who then files a grievance.

3. The term "days" shall be defined as calendar days.

C. Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered the maximum and every effort should be made to expedite the process. The time limit specified may, however, be extended by mutual agreement between the Superintendent or designee and the Union provided such agreement is in writing and is signed.

1. Level One - Informal Procedure

Prior to filing a complaint, the grievant may discuss the situation with his/her immediate administrator in an attempt to informally resolve the situation.

2. Level Two - Immediate Administrator

Within thirty (30) days after the employee knew or should have known of the alleged grievance, he/she must file a written complaint with his/her immediate administrator, identifying the specific contract language which the grievant alleges to have been violated, misinterpreted, or misapplied. Within ten (10) days after receiving the written grievance, the administrator shall meet with the grievant in an attempt to resolve the grievance. Within five (5) days after such meeting, the administrator shall render his/her decision in writing. If for any reason the administrator does not render his/her decision within five (5) days after the meeting, or if the decision is rendered and the grievant wishes to appeal, the grievant may appeal to Level Three.

3. Level Three — Assistant Superintendent for Personnel and Student Services

An appeal to the Assistant Superintendent for Personnel and Student Services must be made in writing within five (5) working days after the immediate administrator renders his/her decision, or within five (5) working days after the ten day period set forth in Level Two for rendering a decision has expired. The written appeal must repeat all the information specified in the complaint submitted to the immediate supervisor. Within ten (10) working days after receiving the written grievance, the Assistant Superintendent for Personnel and Student Services shall meet with the grievant in an effort to resolve the grievance. Within five (5) working days after such meeting, the Assistant Superintendent of Personnel and Student Services shall render his/her decision in writing. If for any reason the Assistant Superintendent for Personnel and Student Services does not render his/her decision within five (5) working days after the meeting, or if the decision is rendered and the grievant wishes to appeal, the grievant may appeal to Level Four.

4. Level Four - Superintendent of Schools

An appeal to the Superintendent of Schools must be made in writing within five

(5) working days after the Assistant Superintendent of Finance and Operations renders his/her decision, or within five (5) working days after the ten day period set forth in Level Three for rendering a decision has expired. The written appeal must repeat all the information specified in the complaint submitted to the Assistant Superintendent of Finance and Operations. Within ten (10) working days after receiving the written grievance the Superintendent shall meet with the grievant in an effort to resolve the grievance. Within five (5) working days after such meeting, the Superintendent shall render his/her decision in writing. If for any reason the Superintendent does not render his/her decision within five (5) working days after the meeting, or if the decision is rendered and the grievant wished to appeal, the grievant may appeal to Level Five.

5. Level Five - Board of Education

An appeal to the Board of Education must be made in writing within five (5) days after the Superintendent renders his decision, or within five (5) days after the ten day period set forth in Level Four for rendering a decision has expired. The written appeal must repeat all the information specified in the complaint submitted to the Superintendent. The Board of Education or committee of the Board will hear the grievance within thirty (30) days of the submission of the grievance and shall issue a decision within fifteen (15) days from the date of the hearing.

6. Level Six – Arbitration (Mediation)

If the grievant or the Union is not satisfied with the decision at Level Five, the Union, at its discretion, may request the services of the American Arbitration Association (AAA) to act as arbitrator of the grievance. A demand for arbitration must be in writing and must be filed with the AAA and the Superintendent within ten (10) working days of the receipt of the decision under Level Four, for rendering a decision has expired. The demand for arbitration must set forth the provisions of the contract alleged to have been violated, misapplied, or misinterpreted. The arbitrator shall limit his/her decision to the terms of this agreement and he/she shall have no authority to add to or subtract from the agreement. The arbitrator's award shall be binding on both parties and shall be the exclusive remedy for breach of this Agreement, except the parties do not waive their legal right to appeal the arbitrator's award pertaining to such grievance as permitted by law. Notwithstanding the forgoing, nothing herein shall prevent the parties from mutually agreeing to utilize mediation prior to arbitration or arbitration services of the State Board of Mediation & Arbitration (SBMA).

- D.
1. The arbitration fee and expenses shall be borne equally by the parties to this Agreement.
  2. If a grievance is not filed within the time limits specified herein, then such grievance shall be deemed waived by the grievant unless mutually extended by the parties in writing.
  3. Upon the initiation of a formal grievance at Level 2, the grievant may be accompanied by a Union Representative.

4. The parties shall normally schedule grievance hearings after work hours. Should the parties agree to hold a grievance hearing during work hours, the Union President or his/her designee and the grievant shall be given release time with pay to attend such hearing.

**ARTICLE XIV**  
**DISCIPLINE**

- A. No non-probationary employee shall be suspended without pay or terminated for disciplinary reasons except for just cause.
- B. All suspensions and discharges shall be communicated in writing with reason(s) included and a copy shall be given to the employee at the time of such suspension or discharge. The Board's representative shall mail a copy of the notice of suspension or discharge to the Union President.
- C. An employee who is interviewed concerning a matter which may subject the employee to disciplinary action may, upon request, have an available Union representative present during such interview. If the employee requests the presence of a Union representative at such an investigatory meeting, the interview will not continue until an available Union representative can be present.

**ARTICLE XV**  
**NO STRIKES - NO LOCKOUTS**

- A. Neither the Union nor any employee shall engage in a strike, sympathy strike, work stoppage, or other concerted withholding of services.
- B. The Union shall exert its best efforts to prevent or terminate any violation of Section A of this Article.
- C. The Employer agrees that during the life of this Agreement there shall be no lockout.

**ARTICLE XVI**  
**SAVINGS CLAUSE**

- A. In the event that any provision or portion of this Agreement is ruled invalid for any reason by an authority of established legal jurisdiction, the balance and remainder of this Agreement shall remain in full force and effect.

**ARTICLE XVII**  
**MISCELLANEOUS**

- A. No employee shall be required to administer first aid. Notwithstanding the aforementioned, employees who are CPR trained may provide CPR if necessary.



- B. On early dismissal days for "in-service" activities, paraeducators are to work their regularly scheduled hours.
- C. Training of employees will be at the discretion of the Superintendent and/or his or her designee after consultation with the Union.
- D. When an employee is asked to cover a classroom in the absence of a teacher for three (3) or more hours, said employee shall receive an additional compensation of Forty (\$40) Dollars for each occurrence.
- E. Specific work assignment shall be established by the school administration annually on or before August 15<sup>th</sup>. Employees shall be notified in writing of their work assignments by August 15<sup>th</sup> with the understanding that such work assignments shall be subject to change as determined by the school administration.
- F. When the Superintendent of Schools and/or his or her designee declares an early dismissal or late opening of the Rocky Hill Public Schools, employees who report to work on such days shall be paid for the full day. Employees unable to report to work on late openings after making a reasonable effort may request personal time.
- G. When a full-time employee is temporarily out of work for over two (2) weeks, for any reason, if the Superintendent or his/her designee assigns a less than full-time employee to fill the temporarily vacant position, he/she will notify the Unit President of that anticipated length of such assignment.

**ARTICLE XVIII**  
**UNION ACTIVITIES**

- A. Subject to the approval of the Superintendent or designee, a maximum of two bargaining unit members but no more than one (1) from any individual building shall be entitled to one (1) day with pay during the Fall and during the Spring to attend Union provided Steward training.

**ARTICLE XIX**  
**DURATION**

- A. This Agreement shall take effect on July 1, 2021 and will remain in full force and effect up to and including June 30, 2025. If a successor contract is not reached by July 1, 2025, the provisions of this Agreement shall remain in effect until a successor agreement is entered into or the statutory processes for resolving disputes over terms and conditions for a successor agreement have been exhausted.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal this 11 day  
of ~~Sept.~~ OCT 2021.

ROCKY HILL BOARD OF EDUCATION

B A D  
Brian A. Dillon, Board Chairman

10-11-21  
Date

\_\_\_\_\_  
Date

UNITED PUBLIC SERVICE  
EMPLOYEES UNION, Local 424-Unit 86

[Signature]  
Kevin E. Boyle, Jr. UPSEU President

10-11-21  
Date

Teresa Fuschino  
Teresa Fuschino Unit 86 President

10-11-21  
Date

**SCHEDULE A**  
**SALARY**

**PARAEDUCATORS**

Paraeducators shall be paid hourly in accordance with the following wage schedule:

	<u>7/01/21</u> 2.50%	<u>7/01/22</u> 2.50%	<u>7/01/23</u> 2.50%	<u>7/01/24</u> 2.25%
one year of service or more	24.48	25.09	25.72	26.30
less than one year of service	23.60	24.19	24.79	25.35

**ADDENDUM  
PARAEDUCATORS - MEDICAL PLAN**

CIGNA	HSA	
	In-Network	Out-of-Network
Plan Year Deductible (Single/Family)	\$2,000/\$4,000	\$2,000/\$4,000
Employer Funding of Deductible into HSA (Single/Family)	\$1,000/\$2,000	
Your Share of the Deductible	\$1,000/\$2,000	\$2,000/\$4,000
Coinsurance	0% after deductible	20% after deductible
Out-of-Pocket Maximum (Single/Family, Includes Deductible, Coinsurance and Pharmacy copays)	\$4,000/\$8,000	\$4,000/\$8,000
Preventive Services	No Charge	20% after deductible
Office Visits - Primary Care Physician (PCP)	No Charge	20% after deductible
Office Visits - Specialist	No Charge	20% after deductible
Telemedicine	0% after deductible	N/A
Urgent Care	0% after deductible	0% after deductible
Emergency Room Visit	0% after deductible	0% after deductible
Outpatient Hospital	0% after deductible	20% after deductible
Inpatient Hospital	0% after deductible	20% after deductible
Prescriptions Retail Pharmacy (30 Days)	\$5/\$25/\$40	20% after deductible
Prescriptions Mail Order Pharmacy (90 Days)	\$10/\$50/\$80	20% after deductible

## Paraeducators – Dental Plan

CIGNA	Base Plan	Buy Up Plan
<b>In Network</b>		
Dental Network Name ( to find a participating provider)	Cigna Dental Preferred	Cigna Dental Preferred
Calendar Year Max	\$1,500 (Applies to Level 1 & 2)	\$1,500 (Applies to Level 1, 2, & 3)
<b>Deductible</b>		
Individual	\$50 (Applies to Level 2)	\$50 (Applies to Level 2 & 3)
Family	\$150 (Applies to Level 2)	\$150 (Applies to Level 2 & 3)
<b>Coverage Level</b>		
Level 1: Preventive (oral exams, routine cleanings, sealants and more)	Covered by plan 100%	Covered by plan 100%
Level 2: Basic Restorative (fillings, simple extractions, oral surgery and more)	Deductible then, You pay 20%; Carrier pays 80%	Deductible then, You pay 20%; Carrier pays 80%
Level 3: Major Services (bridges, dentures, crowns and more)	Not Covered	Deductible then, You pay 40%; Carrier pays 60%
	<b>Base Plan</b>	<b>Buy Up Plan</b>
<b>Out of Network</b>		
Level 1: Preventive (oral exams, routine cleanings, sealants and more)	Covered by plan 100%	Covered by plan 100%
Level 2: Basic Restorative (fillings, simple extractions, oral surgery and more)	Deductible then, You pay 20%; Carrier pays 80%	Deductible then, You pay 20%; Carrier pays 80%