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# **WORKING AGREEMENT**

**BETWEEN**

**VERNON BOARD OF  
EDUCATION**

**and**

**VERNON FEDERATION  
UNION OF PARAEDUCATORS  
AFT-CT, AFL-CIO**

**The duration of this Agreement will be from  
July 1, 2017 to June 30, 2020**

## TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE NUMBER</u>
	Preamble	1
I.	Management Rights	1
II.	Union Security	2
III.	Hours of Work	4
IV.	Paid Holidays	4
V.	Insurance	5
VI.	Leave Provision	7
VII.	Reduction in Force	10
VIII.	Vacancies/Promotions	12
IX.	Salary Schedule	13
X.	Grievance Procedure	14
XI.	Pension Plan	16
XI.	Savings Clause	16
XII.	Just Cause	16
XIII.	Duration	17
XIV.	Miscellaneous	17
	Signature Block	18
	Appendix A: Salary Schedule	19
	Appendix B: Pension Plan	20

## PREAMBLE

This Agreement is negotiated under Section 7-469, 7-470 and 7-471 of the General Statutes of Connecticut as amended, in order (a) to fix for its term the salaries and all other conditions of employment provided herein, and (b) to encourage and abet effective and harmonious working relationships between the Vernon Board of Education, hereinafter known as the Board and the Vernon Federation Union of Paraeducators, AFT-CT, AFL-CIO, hereinafter referred to as the Union in order that the cause of education may be best served in the Town of Vernon.

The Board recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining on matters of wages, hours, and other conditions of employment for all Paraeducators employed by the Board, excluding supervisory employees.

## ARTICLE I MANAGEMENT RIGHTS

1.0 The Board reserves and retains, solely and exclusively, all its rights, express or implied, to manage the school system and its employees as such rights existed prior to the execution of this Agreement. The Union agrees that the functions and rights of management belong solely to the Board and that the Union will not interfere with the Board's exercise of these rights and functions.

1.0.1. **Enumerated Rights.** The exclusive functions and rights of the Board include, but are not restricted to, the right to: direct the operation of the public schools in the system in all aspects; select and employ new personnel; manage the school system and the direction of its work force; determine methods and levels for financing and budget allocation; provide, when necessary, for the transportation of students; designate the schools to be attended by the children in the system; establish the number of schools to be utilized by the system; maintain good public elementary and secondary schools and provide such other educational activities as in its judgment will best serve the interests of the system to give the children of the system as nearly equal advantages as may be practicable; maintain and operate buildings, lands, apparatus and other property used for school purposes; decide the textbooks to be used; make rules for the arrangement, use and safekeeping of the school libraries and to approve the books selected therefore; prepare and submit budgets and, in its sole discretion, expend monies appropriated to the Board for the maintenance and operation of the schools, and to make such transfers of funds within the appropriated budget as it shall deem desirable; determine, and from time to time redetermine, the number of Board personnel and the methods and materials to be employed; select and determine the

qualifications of employees required to promote the efficient operation of the school system; distribute work to employees in accordance with the job content and job requirements determined, and from time to time redetermined, by the Board; establish assignments for employees; transfer employees; determine the procedures for promotion of employees; create, enforce and, from time to time, change rules and regulations concerning discipline of employees; discipline, suspend or discharge employees; and, otherwise take such measures as the Board may determine to be necessary to promote the orderly, efficient and safe operation of the school system. The Board shall not, however, exercise any of the rights listed herein in a manner that contravenes an express provision of this Agreement. Notwithstanding the terms expressed herein, the Board shall not unilaterally change major terms and conditions of employment that are mandatory subjects of bargaining.

- 1.0.2. **Unenumerated Rights.** The listing of specific rights in Subsection (1) of this section is not intended to be all inclusive, restrictive or a waiver of any rights of the Board not listed which have not been expressly and specifically surrendered herein, whether or not such rights have been exercised by the Board in the past.

## ARTICLE II UNION SECURITY

- 2.0 The Board agrees to deduct from the pay of all of its employees who authorize such deductions from their wages, such membership dues, initiation fees, and reinstatement fees as may be fixed by the Union. Such deductions shall continue for the duration of this Agreement or any extension thereof.
- 2.1 All employees in the bargaining unit shall, thirty (30) days from the date of their employment by the Board, become and remain members of the Union in good standing in accordance with the Constitution and By-laws of the Union during the term of this Agreement or extension thereof, and a condition of employment.

Employees in the bargaining unit who choose not to become members of the Union as provided in the previous paragraph must, as a condition of employment, pay a service fee to the Union in lieu of Union dues.

Said service fee shall be equal to the proportion of the Union dues uniformly required of Union members to underwrite the cost of collective bargaining, contract administration and grievance adjustment. The amount of said service fee shall be certified in writing to the Board by the Union. Any requests by the Union to enforce any provisions of the Article with respect to

any employee(s) shall be in writing and shall state in reasonable detail the reason for the request(s).

- 2.2 Dues deductions shall be made two times each month between September and June and shall be remitted to the treasurer of the Union, together with a list of names of employees from whose wages such deductions have been made, not later than the first day of the following month. A signed card authorizing the deduction will be provided to the Board, and the Union agrees to hold the Board harmless from damages arising from the making of authorized deductions.
- 2.3 Bulletin board space shall be shared in the vicinity of the administrative office in each school for the posting of official Union notices or announcements. The Union may designate a reasonable portion of bulletin board space for its own use.
- 2.4 The Board agrees that there will be no lockout of any employee or employees during the life of this Agreement. The Union agrees that there will be no strike or other form of work stoppage during the life of this Agreement.
- 2.5 The Board will direct each employee to the district website to access an electronic copy of this Agreement. At the time of hire, new employees will be given a copy of this Agreement by the Board.
- 2.6 The Board shall prepare a list of employees showing their seniority in length of service with the Board and, upon request, deliver the same to the Union no more than once per contract year. Unless the Union files a grievance concerning the list within thirty (30) calendar days of 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 this list.
- 2.7 New employees shall serve a probationary period of ninety (90) days worked and shall have no seniority or grievance rights during this period, but shall be subject to all other provisions of this agreement. The purpose of the probationary period is to permit the Superintendent or his/her designee to determine if the employee has the necessary skills and abilities to retain the position. Employees who complete the probationary period shall acquire length of service records as to the date of their first day of work. Employees are only eligible for insurance coverage set forth in Section 5.1 on the first day of the month following the completion of sixty (60) days worked.
- 2.8 The Board will provide the Union President with an electronic list of new hires and separations as they occur. The Union President or designee will be allowed thirty (30) minutes of paid time during new employee orientation to discuss union matters.

**ARTICLE III  
HOURS OF WORK**

- 3.0 The standard work year for Paraeducators shall be the student year, subject to the provisions of Article 3.3. In addition, paraeducators will work one (1) professional development day scheduled on the day before the students start the school year, with the exception of the 2018-2019 school year. The professional development day for the 2018-2019 school year will be March 18, 2019.
- 3.1 If it fits the needs of the school and the student(s) and there is mutual agreement between the Paraeducator and his or her immediate supervisor, flexible work schedules may be established within the confines of the school day. This Agreement must have the approval of the Superintendent and the Union.
- 3.2 Paraeducators are entitled to a thirty (30) minute duty free lunch period for which they will not be paid and the Paraeducator will have the option to leave the building after so notifying the principal or his or her designee. The appropriate time for lunch will be determined by the principal or his or her designee.
- 3.3 Employees under this contract shall be paid for all delayed openings and early closings if they occur within the time that the employee normally works.
- 3.4 Paraeducators shall be paid for all hours worked.
- 3.5 Any Paraeducator shall be paid \$5.00 per hour in addition to his/her regular hourly rate when he/she is assigned to cover for a teacher who is not present in the classroom (other than incidental absences, *i.e.*, periods less than thirty (30) minutes).

**ARTICLE IV  
PAID HOLIDAYS**

- 4.0 Paraeducators covered by this Agreement shall be entitled to the following paid holidays:
- |                        |                             |
|------------------------|-----------------------------|
| Labor Day              | New Year's Day              |
| Columbus Day           | Martin Luther King Birthday |
| Thanksgiving Day       | President's Day             |
| Day after Thanksgiving | Good Friday                 |
| Christmas Day          | Memorial Day                |
| Christmas Eve          |                             |

- 4.1 Pay for each holiday will be determined by multiplying the hourly rate by the actual number of hours in that individual's normally scheduled workday. To be eligible for holiday pay, an employee must work the last working day before the holiday and the first working day after the holiday, except in cases of approved sick and personal leave days or in cases of documented emergency. In cases where more than one (1) holiday falls between two (2) consecutive working days, an employee will only forfeit one (1) paid holiday for violation of this eligibility requirement.

## ARTICLE V INSURANCE

- 5.0 Eligible employees, as defined in Section 5.3 of this Agreement, will receive, at the rates provided in Section 5.2 of this Agreement, the following insurance: H.S.A with a \$2,000/\$4,000 deductible to which the Board will contribute 50% annually, Basic Dental Plan, Dental Riders A, B and C, or other comparable coverage available through the Board. Employees deemed ineligible for the full tax advantages provided by the H.S.A. plan shall be able to participate in the Board H.R.A. program.
- 5.1 Employees eligible for the H.S.A. will pay 20% of the health insurance premium and 35% of the cost of basic dental insurance. The employee will pay the full cost of any dental riders.
- 5.2 **Insurance Eligibility**
- 5.2.0 Employees hired prior to July 1, 2011, working twenty (20) hours or more, on a weekly basis as of June 30, 2011, who have completed their probationary period, will be eligible to receive those health insurance benefits referred to in sections 5.0 and 5.1 above. Should such an employee's regular schedule be changed to less than twenty (20) hours per week causing a loss of benefits, and then be changed back to a schedule of twenty (20) or more hours per week, such employee will regain eligibility for benefits referred to in sections 5.0 and 5.1 above. Should such an employee have, on June 30, 2011, a regular weekly schedule of less than twenty (20) hours per week, and then be changed to a regular schedule of more than twenty (20) hours per week, such employee will be eligible to receive only those health insurance benefits of the H.S.A. plan.
- 5.2.1 A. Employees hired after June 30, 2011, working twenty-five (25) hours or more, on a weekly basis, who have completed at least sixty (60) days worked of their probationary period, will be eligible to receive only those health insurance benefits in the

H.S.A. plan on the first day of the month following the completion of those sixty (60) days worked.

- B. Employees hired after June 30, 2014, working thirty (30) hours or more, on a weekly basis, who have completed at least 60 days worked of their probationary period, will be eligible to receive only those health insurance benefits in the H.S.A. plan on the first day of the month following the completion of those sixty (60) days worked.

5.2.2 Those employees working less than twenty (20) hours per week hired prior to July 1, 2011 and those employees working less than twenty-five hours per week hired after June 30, 2011 may purchase, at the group rate as allowed by the insurance companies, at his/her own expense and at no cost to the Board, the insurance benefits referred to in section 5.0.

- 5.3 An employee will have the option to purchase health and life insurance as provided through the Board at their own expense after retirement if the employee qualified for the provisions of the pension plan of the Town of Vernon. Retired personnel must prepay the cost of such coverage determined by the Director of Business and Finance of the Board.

At the time of retirement, the Board shall enter into an agreement with the retiree for said coverage. The aforementioned coverage shall be subject to termination in the event of "National Health Program" providing comparable coverage.

Upon eligibility for Medicare, the aforementioned coverage shall be subject to change to Medicare supplemental coverage offered by the Board and at the expense of the retiree.

- 5.4 The Board will provide \$10,000 term life insurance for each employee working twenty (20) or more hours per week. If allowed by the insurance company, all employees shall be eligible to purchase additional insurance at their own expense.

- 5.5 Self-Insurance Option: The Board may provide health insurance or life insurance coverage for bargaining unit members through alternate carriers or through self-insurance. The coverage and benefits provided through alternate insurance carriers, through self-insurance or through a combination of such alternatives shall be comparable to the coverages available to Paraeducators under the group health or life insurance policies described in this section. Should the Board desire to change carriers and/or self-insure, the Paraeducator's Union president shall be first notified and given an opportunity to review the proposed changes. Should the Union and

the Board disagree that the alternative coverages proposed will provide comparable coverage to those provided by the group plans described elsewhere in this section, binding arbitration as set forth in Article XI of this contract may be immediately implemented at the request of the Union or the Board. Such arbitration shall take place before an impartial arbitrator with expertise in insurance. The proposed alternative carrier coverage will not be implemented unless and until a resolution by the aforementioned arbitrator is reached that such change is permissible under the terms of this section. None of the individual coverages set forth in this section shall be subject to a proposed change in carrier and/or the self-insurance option more than once per year. Should the Board self-insure or change carriers pursuant to this section, the privacy of the members of the unit shall be fully respected.

## ARTICLE VI LEAVE PROVISION

### 6.0 Sick Leave

Employees covered by this Agreement shall be entitled annually to ten (10) sick days. When necessary, Paraeducators may use sick leave in quarter hour increments. Each day is equal to the amount of time one is scheduled to work during the day. Unused sick days may accumulate to a maximum of 70 days. Employees who are at the maximum accumulation and need to use accumulated days in the course of a year can earn back sick days at the rate of one (1) per month during a given school year due to an illness, but at no time can exceed the maximum allowable accumulation of 70 days. In exceptional cases, the Superintendent may grant, with approval of the Board, additional sick leave pay.

6.0.0 An employee shall be able to use up to two (2) days of his/her sick leave per year for the care of a family member, defined as parent, parent-in-law, spouse, child, step-child, or relative domiciled in the employee's home.

### 6.1 Personal Leave

Up to five (5) days of leave shall be granted annually to each employee for personal reasons when previously approved by the Superintendent. Personal days may not be accumulated. Two (2) additional personal days shall be granted for bereavement purposes for death in the immediate family when and if the employee's five (5) personal days have been used. Immediate family for the purposes of this clause is defined as spouse, children, parents, grandparents, siblings, stepchildren, grandchildren, son-in-law, daughter-in-law, great grandparents, great grandchildren, mother-in-law, father-in-law,

brother-in-law, sister-in-law, and any relative who is domiciled in the employee's household.

Personal reasons shall be defined as absence due to death or illness in the immediate family, religious holidays, legal requirements, and for imperative personal or family business which cannot be conducted effectively outside of scheduled work hours. On the request form for personal days, the Paraeducator shall write personal day as per contract with no additional reason stated unless the personal day is before or after a weekend, holiday, or school vacation, which will require an explanation for requesting such time.

Pay for each personal day will be determined by multiplying the hourly rate by the actual number of hours that the individual was scheduled to work on that day.

## 6.2 Special Leave

Employees shall be granted special leave of absence with full pay for the following reasons:

6.2.0 Full pay at current base rate for absence due to jury duty, and also for absence required by subpoena issued by another governmental agency, provided that reimbursement for same and regular pay together does not exceed the employee's regular wage at the current base rate.

6.2.1 To attend conferences or programs which will contribute to or increase the knowledge of the employee with regard to the job or position. Attendance must be approved by the Superintendent or his/her designee.

6.2.2 Injury leave. Work related injuries will be governed by the Connecticut Workers' Compensation rules and laws. The Board may in the future start a managed care plan under rules set forth by the Workers' Compensation Commission.

Employees may use any available sick leave to supplement Workers' Compensation Insurance.

6.2.3 Military Leave, not to exceed two (2) weeks shall be granted to regular employees when required to serve a period on active reserve or National Guard duty. During this period, the employee shall be paid the difference, if any, between his/her regular and military salary. Copies of orders to active duty shall be provided the Superintendent. Such leave shall not provide additional compensation beyond what would be the regular compensation for employees.

Employees will be treated in accordance with Federal and State law in effect at the time of the event. The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) is the current statute.

### **6.3 Maternity Leave**

A Paraeducator who becomes sick or disabled due to pregnancy or childbirth shall, upon her request, be placed on sick leave for child bearing purposes. Any Paraeducator who becomes pregnant shall so notify the superintendent or his designee, at least four (4) months prior to the expected date of commencement of said leave. Leave shall begin when, in the opinion of her doctor, by certificate, she is no longer physically able to work and said leave shall expire when, in the opinion of her doctor, by certificate, she is physically able to return to work.

Except in the case of medical difficulties, sick leave is not normally expected to continue for more than six (6) weeks after delivery.

Accumulated sick leave shall be available for use during periods of such disability.

Disability leave beyond any accumulated sick leave shall be available without pay for such reasonable further period of time as a female employee is determined by her physician to be disabled from performing the duties of her job because of pregnancy or conditions attendant thereto.

Upon her return, the Paraeducators shall be assigned to a comparable position. Pregnancy or childbirth shall not be the basis for termination of employment or compulsory resignation.

### **6.4 Childrearing Leave**

Paraeducators wishing to apply for childrearing leave must make application for such leave to the Board through the Superintendent in accordance with applicable federal and state statutes.

### **6.5 Other Leave Without Pay**

6.5.0 Paraeducators may apply to the Board through the Superintendent for a leave of absence without salary stating, in writing, the reasons. The Superintendent, upon evaluating the reasons, may recommend to the Board for approval such leave for a period not to exceed one (1) year. Upon return from such leave, a Paraeducator will be placed on the salary schedule according to the years of experience gained at the time of commencement of the

leave.

- 6.5.1 Any Paraeducator granted a leave of absence under this provision shall be entitled to full participation in any insurance plan in which he/she is enrolled at the time of application. The total cost of such participation shall be the responsibility of the Paraeducator until the time of return to work with no Board participation of any kind.
- 6.5.2 Any Paraeducator granted a leave of absence without pay under these provisions must notify the Superintendent in writing by certified mail or by hand delivery by March 1 prior to the expiration of such leave of his/her intent to return. Failure to do so will be treated as a voluntary resignation from employment with the Board effective on the date the leave expires.
- 6.6 During the period of a leave without pay, the employee shall not be credited for length of service and shall not be credited with time for purposes of accruing sick leave.

## ARTICLE VII REDUCTION IN FORCE

### 7.0 Reduction In Force

- 7.0.0 Reduction in work force can occur when sufficient funds do not exist in the local budget, when other than Town funds supporting subsidized programs are decreased or terminated, when student enrollment decreases, when school reorganization occurs, or when there is a need for fewer services. Paraeducators shall receive at least two weeks' notice of layoff.
- 7.0.1 Seniority shall generally govern with respect to layoff and recall among employees in good standing within the job group, except as specified below. Employees not in good standing will have no bumping rights. The following represent the job groups:
  - 7.0.1.0 Special Education Paraeducator
  - 7.0.1.1 General Education Paraeducator
- 7.0.2 Such job groupings shall be established by the Board annually and such job grouping identification shall be made to each Paraeducator in their assignment letter received prior to the beginning of each school year or upon change of assignment.

- 7.0.3 Good standing as used in this Agreement shall mean an evaluation of proficient or exemplary. Administrators will meet with paras who are ineffective, provide them with feedback and an opportunity to improve. Paras must show a level of proficient within three months.
- 7.0.4 An employee in good standing whose position was eliminated may bump out of his/her job group under the following circumstances:
- 7.0.4.0 There are no employees with less seniority retained within the affected employee's job group, and employees bumping out of a job group pursuant to this provision shall bump the least senior appropriate employee within the same job group with the same or similar hours of work first,
  - 7.0.4.1 There is a less senior employee retained in another job group; employees shall bump the least senior appropriate employee in another job group, only when no less senior appropriate employee remains within the affected employee's own job group,
  - 7.0.4.2 The position held by a less senior employee (7.0.4.0 or 7.0.4.1 above) in either job group can be filled by the affected employee with no more required on-the-job training than would be provided to a person newly hired for that position or a duly convened PPT determines that a transition of Paraeducators would be detrimental to the student.
- 7.0.5 In the event that two (2) or more employees have in good standing have equal seniority, the following procedure will be utilized to determine which employee is more senior.
- 7.0.5.0 Actual starting date from most recent date of hire. In the event of a tie,
  - 7.0.5.1 Date of letters in the personnel file that indicates intention to hire. In the event there is still a tie,
  - 7.0.5.2 Past service with the Board.
- 7.0.6 A Paraeducator whose assignment is reduced to below twenty hours per week shall have the opportunity to bump the least senior paraeducator (system wide) with an assignment of twenty hours or more, provided the more senior employee is qualified to perform the work of the least senior employee.

7.0.7 In the event that an individual in good standing who is covered under this Agreement is involuntarily terminated such individual shall receive the following compensation for any of his/her unused sick leave.

\$3.00 per day after five (5) years of continuous service to the Vernon school system.

\$5.00 per day after ten (10) years of continuous service in the Vernon school system.

## 7.1 Recall

7.1.0 Employees who are laid off shall have recall rights. Employees with the most seniority shall be recalled first for a period of one year beginning with the effective date of the layoff. If any employee with recall rights rejects any appointment offered or does not respond in writing within ten (10) calendar days, the employee's name shall be removed from the recall list and said employee shall forfeit all recall rights, provided that employees on the recall list may decline (or fail to respond to) one offer of recall without losing their remaining recall rights, in which case their name will move to the bottom of the recall list. The Board or its designee shall notify a laid-off employee of any available job vacancy by registered mail sent to the employee's last known address. If recalled, an employee will have the option to repay the Board any compensation received for unused sick days. Deductions for repayment may be spread out over the work year. Sick days will only be reinstated when the employee has reimbursed the Board.

7.1.1 In the event of a layoff or recall, the Board shall provide the Union President with a list of people who have been either laid off or recalled.

## ARTICLE VIII VACANCIES/PROMOTIONS

8.0 Notice of vacancies and/or new positions in the system shall be posted in all schools. General advertisements of said vacancies and/or new positions may be placed at the same time.

Postings shall contain a general description of the position, and a copy of each posting occurring during the school year shall be given to the building representative and Union Presidents at the time of the posting. The Union agrees to supply the names of building reps and Presidents to the Superintendent prior to the end of the school year.

Preference for the positions posted will be given to bargaining unit members over external candidates if they are qualified for the position and in good standing. Current employees will be considered for vacancies for which they may apply. When there are two or more qualified applicants from the bargaining unit, the most senior qualified applicant in good standing shall receive the appointment unless a change in assignment during the then current school year would be disruptive to the needs of specified student(s) or to a program. Qualifications are to be determined by the Superintendent or his/her designee.

If the successful candidate holds a position mandated by an IEP (Individual Education Plan), the transfer cannot take effect until the successful bidder's position has been filled.

For any vacancy or new position occurring during the summer months when school is not in session, the Board will notify via certified mail, the president of the Union of such openings by July 1 and August 1.

- 8.1 Assignments and transfers of Paraeducators will be made by the Superintendent to best serve the interests of the school system. Whenever possible, affected employees shall be given as much advance notice as possible of reassignments and transfers.

In the event that assignments for the coming year are changed during the summer recess, written notice of the change in assignment will be provided to affected employees as soon as possible. The notice will be sent to the record address of the employees with a copy to the President of the Union.

Employees will be given notice of their Fall assignment by the end of the prior school year where possible.

The Superintendent will make his/her best efforts to follow inverse seniority when making involuntary transfer decisions.

## **ARTICLE IX SALARY SCHEDULE**

Wage scales set forth in this Agreement and its appendices shall be effective July 1, 2017 and shall remain in full force and effect until the 30th day of June 2020.

## ARTICLE X GRIEVANCE PROCEDURE

10.0 The Superintendent or his/her designee and the Union committee for the employees may meet periodically at a time mutually convenient to discuss matters of mutual interest, performance of work, employee behavior, and working conditions with the intent to avoid the necessity for individual recourse to the formal grievance procedure and to generally promote a satisfactory relationship. Formal grievances arising out of matters covered by this Agreement and disputes and consultations of any questions arising out of the employer/employee relationship will be processed in the following manner, at the request of either party:

### 10.1 Time Limits

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limits specified may, however, be extended by written agreement of the parties in interest.

If an employee does not file a grievance within thirty (30) calendar days after he/she knew, or should have known, of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived. Failure by the aggrieved employee at any step to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision at that level.

### 10.2 Step 1 - Informal:

The Union representative and the aggrieved party will discuss the grievance with the principal. The principal shall adjust the grievance at once or notify the Union representative of his/her decision within five (5) working days from the day the grievance was presented.

### 10.3 Step 2 - Principal:

If the grievance is not resolved at step 1, the Union representative may present the grievance in writing to the principal within five (5) working days after receipt of the decision. The principal shall arrange a meeting with all those concerned to review the facts and shall adjust the grievance at once, or so notify the Union representative of his/her decision in writing within five (5) working days from the day the grievance was submitted to him/her.

**10.4 Step 3 - Superintendent:**

If the Union is not satisfied with the principal's decision, the Union may within five (5) working days after receipt of the decision ask the Superintendent or his/her designee for a meeting to discuss the grievance further. Such meeting shall be held within ten (10) working days after the day of the Union's request and may be attended by a Union representative, the aggrieved party, the Superintendent, or his/her designee, and the building principal. The Superintendent, or his/her designee, shall give written answer to the Union representative and the Union president within ten (10) working days after the day of the meeting.

**10.5 Step 4 - Board of Education:**

If the Union is not satisfied with the Superintendent's decision, the Union may within five (5) working days after receipt of the decision ask the Board or its designated committee for a meeting. Such meeting shall be held within fifteen (15) working days after the request and may be attended by the Union representative, the Union president, the building principal, the aggrieved party(s), and the Union Vice President. The Board or its designated committee shall give written answer to the Union President within fifteen (15) working days after the day of the meeting.

**10.6 Step 5 - Arbitration:**

If the Union is not satisfied with the Board's decision, the Union may, within fifteen (15) working days of the decision, submit the grievance in writing to arbitration by the American Arbitration Association. The decision of the arbitrator shall be final and binding. Fees for the arbitration will be equally split between the Union and the Board.

10.7 The Union representative and the aggrieved party and one officer of the Union shall be afforded the necessary amount of time without loss of pay for the purposes of attending grievance meetings as listed in Step 1 through Step 5 of the grievance procedure.

10.8 If the Board or its representative fails at any step of the grievance procedure to respond to any grievance within the applicable time limits where no written extension has been agreed to by the parties, the grievance shall be automatically appealed to the next step and all additional time limits are incumbent upon the Union or the grievant. Time limits contained in this procedure may be extended by written mutual agreement.

**ARTICLE XI  
PENSION**

**11.0 Town of Vernon Retirement Plans**

11.0.1 For eligible employees hired prior to July 1, 2018, the Town will continue, without change, the existing Defined Benefit Plan presently in effect, covering bargaining unit members as delineated in APPENDIX B.

11.0.2 Eligible employees hired on or after July 1, 2018 are not eligible for the Defined Benefit Plan provided by the Town as delineated in APPENDIX B. Such employees will be automatically enrolled in the Town's Defined Contribution Plan provided, however, such employees will have the option to opt out of the plan.

**ARTICLE XII  
SAVINGS CLAUSE**

Should any article, section, or portion thereof of this Agreement be held unlawful or unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section, or portion thereof directly specified in the decision. Upon the issuances of such a decision, the parties agree immediately to negotiate a substitute for the invalidated article, section or portion thereof.

**ARTICLE XIII  
JUST CAUSE**

13.0 It may become necessary to discipline Paraeducators. In all cases, discipline will be for just cause. Paraeducators are subject to discipline for any action which harms a student, a staff member or a member of the public, interferes with the program of a student or which indicates lack of good judgment. It is virtually impossible to list all of the specific instances of employee misconduct for which discipline may be imposed. Therefore, Paraeducators facing discipline will be notified of the problem and given an opportunity to explain their position before any decision is made. A Paraeducator suspected of misconduct who is summoned to an interview with a supervisor which may lead to the imposition of discipline may request the presence of a designated Union representative. Any time discipline becomes necessary, the Paraeducator will be notified of the problem and advised of the steps necessary for improvement. The penalty imposed in a particular case will depend upon the facts of the case, the employee's previous record and the seriousness of the offense. Possible disciplinary actions include, but are not

limited to, verbal reprimands, written reprimands, suspensions without pay, demotions, transfers to other positions and involuntary termination.

- 13.1 The President of the Union shall receive copies of discipline within five (5) days of the issuance of such discipline.

#### ARTICLE XIV DURATION

Except as expressly noted herein, this Agreement shall be effective as of the first day of July 2017, and shall remain in full force and effect until the 30th day of June 2020. It shall automatically be renewed from year to year thereafter, unless either party shall notify the other in writing 120 days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than 90 days prior to the expiration date. The working conditions of employee covered by this Agreement shall not be changed during the period of negotiations, except by written agreement of both parties.

#### ARTICLE XV MISCELLANEOUS

- 15.0 The Board shall provide payroll deduction for credit union deposits as allowed per the rules of the credit union. The amount of a given employee's deduction shall not exceed one week's pay per deduction period. The Union agrees to indemnify the Board for any financial loss, due to insufficient funds in an employee's pay that may occur from this credit union payroll deposit arrangement.
- 15.1 The Board shall post and enforce all universal precautions recommended by OSHA.
- 15.2 With the authorization of the Assistant Superintendent, and approval of the coordinator of the training, Paraeducators may attend with pay inservice training provided by the Board for teachers on a space available basis. The request to attend inservice training must be made two weeks prior to the inservice training.
- 15.3 Special Assignment. Job Coach. The Board and the Union recognize a job coach position for the duration of the contract, and one \$250.00 yearly stipend, one half (1/2) of which is to be paid after the first half of the year, and the balance to be paid at the end of the year.
- 15.4 Paraeducators who work with a student may be allowed to participate in that student's PPT meeting.

- 15.5 Paraeducators who work one on one with students requiring lifting and/or moving shall receive training with regard to the lifting and moving of those students.
- 15.6 Paraeducators will also be trained within a reasonable period of time for all requirements named in any IEP. This training shall include the right of the Paraeducator to read the IEP of students with whom they are working.
- 15.7 The Board shall provide, at the employee's expense and subject to availability, an influenza immunization shot annually to all bargaining unit members who request one.
- 15.8 Paraeducators who intend to resign must give two (2) weeks notice.
- 15.9 The Board shall pay the costs of Hepatitis B & C immunizations for all Paraeducators who are involved in the personal care and toileting of students.

#### SIGNATURE BLOCK

This Agreement is made and entered into on the 27<sup>th</sup> day of June, 2018, by and between the Board and the Union.

  
\_\_\_\_\_  
Chairperson, Anne Fischer  
Vernon Board of Education

  
\_\_\_\_\_  
President, Dot Tedeschi  
Vernon Federation of Paraeducators

**APPENDIX A SALARY SCHEDULE  
 VERNON PARAEDUCATORS**

- A.1 Continuous employment equivalent to one semester or more in a given school year will be credited as a full year for placement on the salary schedule.
- A.2 Any employee recalled under the provisions of Article VII of this Agreement who has been laid off due to a reduction in force will be given credit for the previous years of continuous employment and will be placed on the appropriate step of the salary schedule. However, any employee who resigns will return on the first step of the salary schedule.
- A.3 All newly hired Paraeducators shall be placed on step #1 of the salary schedule.
- A.4 Paraeducators shall be paid by direct deposit in accordance with the payroll schedule established by the Board. Paraeducators will complete such authorizations as are necessary to effectuate such direct deposits.
- A.5 Employees will be paid through the pay date based on scheduled hours, and changes to that normal schedule will result in adjustments in a future pay period.
- A.6 Employees not already at maximum will advance one step on the salary schedule on July 1 each year.

2017-2018 One Step Movement  
 2018-2019 One Step Plus 2% GWI  
 2019-2020 One Step Plus 2% GWI

G.W.I.		2.00%		2.00%	
Step	2017-18	Step	2018-19	Step	2019-20
1	\$11.83	1	n/a	1	n/a
2	\$12.12	2	\$12.36	2	n/a
3	\$12.47	3	\$12.72	3	\$12.97
4	\$12.82	4	\$13.08	4	\$13.34
5	\$13.21	5	\$13.47	5	\$13.74
6	\$13.68	6	\$13.95	6	\$14.23
7	\$14.21	7	\$14.49	7	\$14.78
8	\$14.84/16.00	8	\$15.14	8	\$15.44
9	\$17.00	9	\$17.34	9	\$17.69

## APPENDIX B

### A. Defined Benefits Plan for Employees hired prior to July 1, 2018

The Town will continue, without change, the existing Defined Benefits Plan, presently in effect, covering bargaining unit members as follows:

Normal Retirement:	Age sixty-five (65) with ten (10) years of service
Multiplier:	One and a half percent (1.5%)
Average Earnings:	Monthly salary or wage received averaged over a five (5) year consecutive period which results in the highest average
Benefit:	The monthly benefit rate is calculated as one and a half (1.5%) of average monthly earnings times (x) credited service to a maximum of twenty (20) years of service.
Vesting:	Five (5) to ten (10) year sliding scale, one hundred percent (100%) vesting at ten (10) years of credited service.
Employee Interest:	Employees are guaranteed six percent (6%) interest on all their contributions.
Employee Contribution:	Employees shall contribute four percent (4%) of base wages, post-tax, to the pension plan.

### B. Defined Contribution Plan for Employees hired on or after July 1, 2018

Employees hired on or after July 1, 2018 are not eligible for the Defined Benefits Plan, but will automatically be enrolled in the Defined Contribution Plan, though the employees will have the option to opt-out of the plan.

The Town will contribute 2% of the employee's base wages for all employees who elect to participate in such defined contribution plan. If an employee contributes 7.5% or more of his or her wages to such defined contribution plan, the Town will contribute an additional 2% for a total contribution of 4% of the employee's annual base wages to the plan. The Town will establish such defined contribution plan as soon as administratively possible.

Vested Town contributions for the employee shall be as follows, with no minimum age:

5 years of service	25%
6 years of service	40%
7 years of service	55%
8 years of service	70%
9 years of service	85%
10 years of service	100%

This change shall not affect any employee who is in the employ of the Town of Vernon and a participant of the Town of Vernon Pension Plan prior to the signing of this Agreement from participating in the Town of Vernon Pension Plan program upon transfer to this bargaining unit. No employee hired prior to July 1, 2018 may participate in the Defined Contribution Plan set forth in Article XI.

At any time, should employees in this bargaining unit subject to the Pension Plan represent less than a majority of the bargaining unit, such employees will be permitted to maintain their Pension Plan benefits as listed in this Article, throughout their employment with the Town of Vernon.