

AGREEMENT
BETWEEN
ENFIELD BOARD OF EDUCATION
AND
CSEA/SEIU LOCAL 2001
JULY 1, 2020 - JUNE 30, 2024

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PREAMBLE

The terms "Board" and "Employer" as used in this Agreement refer to the Board of Education of the Town of Enfield, Connecticut.

The term "Union" as used in this Agreement refers to CSEA, SEIU Local 2001.

The terms "paraprofessional" and "employee" as used in this Agreement, except when otherwise indicated, applies to all paraprofessionals employed by the Board who are members of the Bargaining Unit, as defined in Article 1 of this Agreement.

Wherever used herein, a pronoun in the feminine gender shall be considered as including the masculine gender, unless the context clearly indicates otherwise, and vice versa.

The Board and the Union mutually agree that their objective is for the good and the welfare of the Board and Union alike as well as the good and the welfare of the students of the Enfield Public School District. Both parties further agree that in the interest of collective bargaining and harmonious relations they will abide by the terms and conditions hereinafter set forth and agreed upon. The Board and Union regard all personnel as public employees who are to be governed by high ideals of honor and integrity in all public and personal conduct so as to merit the trust and confidence of the general public, of their fellow employees and of the students of the District.

ARTICLE 1 RECOGNITION

The Board recognizes the Union as the sole and exclusive representative for all paraprofessionals excluding supervisors and any such paraprofessionals employed by the Board in a school or educational program outside the geographic boundaries of the Town of Enfield and any such paraprofessional who works less than twenty (20) hours per week and any Paraprofessional who is employed on a temporary basis less than 120 school days per school year for collective negotiations with respect to the establishment of wages, conditions of employment and the administration of grievances for the term of this Agreement.

ARTICLE 2 NON-DISCRIMINATION

The Board and the Union shall continue their practice of non-discrimination with respect to race, creed, color, religion, sex, sexual orientation, gender identity, age, national origin, ethnicity, ancestry, marital status, mental or physical disability, veteran status, union activities or refusal to engage in union activities, political belief, or any other category protected by state or federal law. Neither the Board nor the Union shall discriminate against any employee because of membership or nonmembership in the Union.

**ARTICLE 3
UNION DUES DEDUCTION**

SECTION 1. The Board shall deduct appropriate dues, as set by the Union from the salaries of its members who voluntarily submit a signed authorization form for such deductions, which are not required as a condition of employment, unless a member notifies the Union and the Board in writing of withdrawal of such authorization form or unless a member of the Union is transferred to a non-bargaining unit position.

SECTION 2. The Union agrees to indemnify and defend the Board against claims, demands, suits or other forms of liability that shall arise out of or by the purpose of complying with the provisions of this article. Any settlement in conjunction with defending the Board shall be approved by the Board of Education. If the Board does not approve a settlement, its denial shall be reasonably exercised.

**ARTICLE 4
MANAGEMENT RIGHTS**

There are no provisions in this Agreement that shall be deemed to limit or curtail the Board in any way in the exercise of the rights, powers and authority which the Board had prior to the effective date of the Agreement and these rights, responsibilities, prerogatives are not subject to delegation in whole or in part unless and only to the extent that written provisions of this Agreement specifically curtail or limit such rights, power and authority. It is recognized that the Board has and will continue to retain the sole responsibility to direct the operation of the Enfield Public School District in all aspects including, but not limited to the following: To maintain public elementary and secondary schools and such other educational activities as in its judgment best serve the interests of the children of the Town of Enfield; to direct, select, decrease and increase the workforce including determining the qualifications, hiring, promotion, demotion, transfer, suspension, discharge or lay-off of employees; to make plans and decisions on all matters involving its operations, the extent to which the facilities of any department thereof shall be operated, additions thereto, replacements, curtailments, or transfers thereof, removal of equipment, outside purchases of products or services, the scheduling of operations, means and processes of operations, the materials to be used, and the right to introduce new and improved methods and facilities and to change existing methods and facilities; to determine the number, age and qualifications of the pupils to be admitted to each school; to designate the schools which shall be attended by the various children within the Town; to make such provisions as which will enable each child of school age residing in the Town to attend school for the period required by law and provide for the transportation of children wherever it is reasonable and desirable; to prescribe rules for the management, studies and discipline of the schools, to make rules for the arrangements, use and safekeeping of the school libraries; to promulgate rules and policies affecting the educational environment, to enforce such rules and from time to time change them; to approve plans and sites for school buildings; and to submit budgets to the Town Council and, in its sole discretion, expend monies appropriated by the Town and to make such transfers of funds within appropriated budget as it shall deem advisable. No action taken by the Board with respect to such rights, responsibilities and prerogatives unless there are specific provisions herein

contained, shall be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE 5 SENIORITY

SECTION 1. SENIORITY DEFINED. For the purpose of this Agreement seniority is defined as the total length of service with the Enfield Board of Education as a member of the Bargaining Unit, as set forth on a separate listing to be initialed and retained in the employees' personnel files. This listing will be initiated by the Board within thirty (30) days of signing this Agreement. A list of employees by seniority shall be furnished to the Union annually upon request on or about October 1 of each year.

SECTION 2. APPLICATION OF SENIORITY. Application of Seniority. In all applications of seniority under this Agreement, the terms "qualified and suited" shall mean the qualifications and ability of an employee to perform the required work considering the physical, educational, mental and psychological demands of the position. Where ability and qualifications to perform the required work are equal among the employees concerned, seniority as defined above shall govern.

SECTION 3. LOSS OF SENIORITY. An employee shall lose seniority when she resigns, retires or is discharged for cause.

ARTICLE 6 PROBATIONARY PERIOD

New employees shall be considered probationary during their first one hundred ten (110) school days of employment. An extension of the probationary period shall be requested in writing and shall be subject to mutual agreement. If an extension occurs, the new employee shall be considered a probationary employee until the successful completion of the extension or another extension is granted. During the probationary period such employees shall not attain seniority rights under this Agreement and shall be subject to discipline and discharge by the Board without recourse to the Grievance Procedure. Probationary Paraprofessionals shall be covered by all other provisions and benefits provided under this Agreement unless specifically excluded within such provisions. During the probationary period dues will be paid in accordance with the Agreement. In the event of an unsuccessful probationary period these dues will be returned to the employee by the Union.

ARTICLE 7 LAYOFF/RECALL

SECTION 1a. LAYOFF. In the event of a reduction in workforce is necessary, the employee whose position is to be eliminated shall be offered to transfer to any other available position for which the employee is qualified and suited pursuant to this Agreement. If no such position is available, the employee whose position has been eliminated may displace the least senior employee in a position for which the more senior employee is qualified and suited. If that is not applicable, then the employee whose position is eliminated shall be placed on the recall list pursuant to this Article. In the event of a layoff, the Board will provide the Union and the affected employee with as much notice as practicable.

SECTION 1b. LAYOFF. Seniority shall be the deciding factor provided that the school administration has deemed that the senior employee will satisfactorily and efficiently carry out the necessary job duties pursuant to Article 5 Section 2. Nothing herein precludes the school administration from consulting with the Union with respect to the layoff procedure, if and when applicable.

SECTION 2. RECALL. In selecting employees to be recalled from layoff, the Board will consider the same factors as are used in the layoff procedure. Such employees shall have recall rights for a period of twenty-four (24) months. The school administration shall provide a copy of the recall list to the Union steward annually between the end of the school year and the beginning of the next school year if such a recall list exists. No person shall be newly appointed until all qualified persons on the recall list have been notified by certified mail and offered employment. Any employee who declines an offer of reemployment or fails to return to work within ten (10) days of receipt of the recall notice shall forfeit all recall rights and shall be removed from the recall list, except if the reason for declining a recall offer relates to the employee's physical inability to handle the particular work assignment in the recall offer. Where such employee declines a recall offer for physical ability reasons and provides medical documentation upon request, the employee shall remain on the recall list. If recall occurs during a school recess period, the employee must acknowledge acceptance of such reemployment offer in writing within five (5) business days of receipt of a certified letter of such offer unless such offer is declined as provided above, or shall forfeit all recall rights and be removed from the recall list. Upon returning to work after being recalled from layoff, the employee's seniority and accrued benefits prior to the date of layoff shall be restored. A recalled employee shall receive the same step for the recalled position as she received in the position which she held prior to layoff.

SECTION 3. SUBCONTRACTING. The Board, at its sole discretion, shall have the right to subcontract the bus paraprofessional position and the paraprofessional positions in the following programs, Autism Spectrum Disorder, Adaptive Learning Program, Educational Counseling Program, provided that this right shall not be used for the purpose or intention of undermining the Union or of discriminating against its members. This provision shall in no way limit the Board's continued use of long term substitutes in all of its programs and positions as necessary. The Board's decision to subcontract as set forth in this provision will not directly result in the layoff of any bargaining unit employee either through the layoff of the employee in one of these programs, or through such employee bumping another paraprofessional employee.

ARTICLE 8 HOURS OF WORK

SECTION 1. Hours of work and the work year for full-time Paraprofessionals shall be determined by the Board of Education consistent with the operational requirements of the educational interests of the schools. Effective for new hires after 7/1/06, the Board reserves the right to add additional hours to positions as needed. These hours may include additional duties beyond the normal school day such as supervision of students on a bus or supervision of students in after school detention.

SECTION 2. Employees who are dismissed early or called to work late shall be paid for a full scheduled work day consistent with the practice that existed prior to the execution of this Agreement for snow emergencies and similar situations.

ARTICLE 9 UNION BUSINESS LEAVE

Meetings between the representatives of the Board and of the Union for the negotiation of terms of an agreement or the handling of grievances as prescribed herein should be scheduled, whenever practicable, during non-working time of all affected employees. When such meetings are held during working time, up to two (2) members of the Bargaining Unit shall be granted time off with pay to attend such meetings.

Union stewards may be granted, upon notification to the Chief Personnel Officer or his/her designee, paid work time as necessary to investigate any potential or actually filed grievance or grievance situation.

Acting union officers or stewards shall be allowed time without loss of pay to attend Union workshops, trainings or conventions, and/or paraprofessional conventions designated by the Union, not to exceed a total of six (6) paid working days per contract year. The six (6) days are not per officer or steward, but rather the total amount of days that the Board shall allow for the bargaining unit. No one employee will be allowed more than three (3) paid working days per contract year.

ARTICLE 10 BAN ON STRIKES AND LOCKOUTS

It is recognized that the need for continued and uninterrupted operation of the schools and their programs is of paramount importance to the citizens of the community and that there should be no interference with such operation. Adequate procedures have been provided for the equitable settlement of grievances arising out of this Agreement, therefore, parties hereto agree that there will not be and principals will not engage in, encourage, sanction or suggest, strikes, slowdowns, lockouts, mass resignations, mass absenteeism, work stoppage or other similar action which

would involve suspension of or interference with normal work performance. The Superintendent or his/her designee shall have the right to discipline or discharge any employee encouraging, suggesting or participating in a strike, slowdown or other such interference.

ARTICLE 11 GRIEVANCE PROCEDURE

SECTION 1. PURPOSE

- (1) The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare of working conditions of Paraprofessionals. Both parties agree that these procedures shall be kept as informal and confidential as may be appropriate at any level of the procedure.
- (2) Nothing herein contained shall be construed as limiting the right of any member of the unit having a grievance or dispute to discuss the matter informally with the appropriate member of the administration.
- (3) A grievance is defined as the misapplication or misinterpretation of a specific term of this Agreement. All grievances shall be in writing and filed in accordance with the timetable described herein and shall recite the specific terms of the contract allegedly misapplied or misinterpreted and the specific relief requested.

SECTION 2. PROCEDURE

Since it is important that grievances or disputes be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement except for the initial filing of the grievance. In the event a grievance is filed on or after June 1, every effort shall be made to reduce time limits set forth herein, so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

- (1) Level One – Director of Pupil Services:
 - a. A member of the unit with a grievance shall within five (5) working days of the event or circumstances that give rise to the grievance, present the grievance in writing to the Director of Pupil Services either directly or through the Union Representative, with the objective of resolving the matter informally.
 - b. In the event that such aggrieved member of the unit is not satisfied with the disposition of his/her grievance at Level One, or in the event that no decision has been rendered within ten (10) working days after presentation of the grievance he/she may file a written grievance to Level Two within five (5) working days.

(2) Level Two – Chief Personnel Officer

- a. Within ten (10) working days after receipt of the written grievance, the Chief Personnel Officer shall meet with the aggrieved person in an effort to resolve the grievance. The Chief Personnel Officer shall notify the employee and/or his/her representative of his/her decision in writing within ten (10) working days.
- b. In the event that such aggrieved member of the unit is not satisfied with the disposition of his/her grievance at Level Two, or in the event that no decision has been rendered within ten (10) working days after presentation of the grievance he/she may file a written grievance to Level Three within five (5) working days.

(3) Level Three - Board of Education

- a. Within ten (10) working days after receipt of the written grievance, a committee of the Board shall meet with the aggrieved member of the unit for the purpose of resolving the grievance.
- b. In the event that such aggrieved member of the unit is not satisfied with the disposition of his/her grievance at Level Three, or in the event that no decision has been rendered within ten (10) working days after presentation of the grievance he/she may file a written grievance to Level Four within five (5) working days.

(4) Level Four - Impartial Arbitration

- a. If the aggrieved member of the unit is not satisfied with the disposition of his/her grievance, he/she may within five (5) working days after the Board decision request in writing to the CSEA/SEIU Representative that his/her grievance be submitted to arbitration.
- b. The CSEA/SEIU Representative after receipt of such request, may submit within five (5) working days the grievance to arbitration and shall notify the Board in writing to that effect.
- c. The Chairperson of the Board and the CSEA/SEIU Representative shall, within five (5) working days after such written notice, jointly select an arbitrator who is experienced and an impartial person of recognized competence. If the parties are unable to agree on an arbitrator within the next five (5) working days, the matter shall be submitted to the State Board of Mediation and Arbitration.
- d. The arbitrator so selected shall confer promptly with representatives of the Board and the CSEA/SEIU, shall review the record of prior hearings, and shall hold further hearings with the aggrieved employee and other parties in interest as he/she shall deem requisite.
- e. The arbitrator shall render the decision in writing to all parties in interest, setting forth his/her findings of fact, reasoning and conclusion on the issues submitted.

- f. The cost of the services of the arbitrator shall be borne equally by the Board and the CSEA/SEIU.
- g. Any arbitrator acting pursuant to this Agreement shall have power to construe specific provisions of this Agreement and shall have no authority to add to, delete from or modify in any way any provision of this Agreement or policy of the Enfield Board of Education.

(5) Miscellaneous

- a. No reprisals of any kind shall be taken by either party or by any member of the administration against any participant in the grievance procedure by reason of participation.
- b. When an employee is not represented by the CSEA/SEIU in a formally presented grievance, the CSEA/SEIU shall have the right to be present and to state its views at all stages of the procedure.
- c. The CSEA/SEIU and Board may call upon the professional services of any person deemed necessary to assist either party at any stage of the procedure.
- d. If, in the judgment of the Union Representative or the Chairperson of such other CSEA/SEIU committee established to administer the grievance procedure, a grievance affects a group of members of the unit, the Union Representative or the Chairperson of such other CSEA/SEIU committee established to administer the grievance procedure may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two. In such cases, the employee involved shall be so notified by the CSEA/SEIU.
- e. Decisions on unresolved grievances rendered at Level One, Two, and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be promptly transmitted to all parties in interest and to the Union Representative. Decisions rendered at Level Four shall be in accordance with the procedures set out in paragraph (4)e of this Article.
- f. Failure of the Board's representatives to respond at any step shall be deemed to be a denial of the grievance on the last day for response and shall permit the grievant or the Union to proceed to the next step.
- g. Either party may request the services of a State mediator prior to arbitration of a grievance.

**ARTICLE 12
EMPLOYEE OBLIGATIONS/DISCIPLINE**

SECTION 1. No employee shall be disciplined or terminated without just cause.

SECTION 2. Employees are required not only to abide by this Agreement, but also to comply with all rules and regulations as promulgated by the Board not inconsistent with this Agreement. Should there be any doubt as to the employee's obligation he/she shall under penalty of discipline, comply with the rules and grieve if he/she feels he/she has been wronged. Unauthorized absence, tardiness, incompetence, inattentiveness to one's duties, conduct unbecoming an employee in public service or other acts which may be considered by the employer as adverse to the best interest of the school system, shall be sufficient reason for dismissal or other forms of discipline including verbal and/or written warnings as deemed necessary by the Superintendent or his/her designee. Non-probationary employees who feel they were discharged in violation of this Agreement shall have recourse to the Grievance Procedure prescribed herein.

SECTION 3. The Board shall within ten (10) business days after receipt of a written request from an employee, permit such employee to inspect his/her personnel file no more than twice per year, during the regular business hours of the schools' administrative office and at the convenience of such administrative office.

**ARTICLE 13
WAGES AND BENEFITS**

SECTION 1. WAGES. Wages for each school year shall be as set forth in Appendix "A" attached to this Agreement. Payment for all paraprofessionals shall be made via direct deposit.

SECTION 1a. An employee hired as a paraprofessional who serves more than one-hundred and twenty (120) school days in the course of the school year, shall be considered to have completed one (1) year of service for the purpose of determining the wage rate for said employee in the following school year.

SECTION 2. PENSION. Employees shall be enrolled in the Town of Enfield Pension Plan upon meeting the Plan eligibility requirements.

SECTION 3. SICK LEAVE. Members will receive 12 Sick leave days per year accumulative to 135 days. Employees hired after 7/1/95 will receive 10 sick leave days per year accumulative to 105 days. In the initial year of employment, new hires shall receive 1 sick day per month up to 10 per year. Upon retirement, up to 60 days of accumulated sick leave will be paid at the rate of \$35.00 per day. Retirement is defined as an employee who completes 15 or more years of service to the Board as a paraprofessional union member.

In the event of an absence of more than three (3) consecutive days, or in the event of a pattern of absences (e.g. more than three (3) Fridays), the Superintendent or his designee may request the employee to furnish a report from a physician substantiating the reason for absence.

Employees shall be covered by Public Act 11-52 concerning use of paid sick leave for his or her own illness, injury, or health condition; medical diagnosis; care or treatment of mental or physical illness, injury or health condition; or preventative medical care. Employees may use paid sick for a child's or spouse's illness, injury, or health condition; medical diagnosis; care or treatment of mental or physical illness, injury or health condition; or preventative medical care. Employees may use paid sick if he or she is a victim of family violence or sexual assault.

Employees shall be eligible for FMLA benefits in accordance with the provisions set forth by Public Act 12-43 if he or she works 950 hours per year.

SECTION 3a. CATASTROPHIC ILLNESS: SICK LEAVE POOL.

- a. The recipient employee or his/her designated representative should make application in writing to the personnel office requesting that he/she be considered for eligibility for donations of sick days. This application request must indicate the nature of the illness involved.
- b. A committee, comprised of two (2) bargaining unit representatives and two (2) management representatives, will be established to certify the eligibility of the recipient employee, based on:
 - (1) The nature and duration of the illness
 - (2) The number of sick days remaining in the employee's own account
- c. An eligible illness should be categorized as extended and catastrophic. Illnesses that fall into this category include, but are not limited to, cancer, cardiovascular illness, illness needing surgery and/or extended recuperation, debilitating infections (e.g. T.B, meningitis, etc.) or disabling musculoskeletal difficulties. Pregnancy and acute, short-term illnesses are excluded.
- d. A pool will be formed which will contain days from which the eligible employee may draw. This pool will be formed with voluntary contributions of the paraprofessional staff, up to a maximum of five (5) days per year, per volunteering employee.
- e. the maximum number of pooled days which an employee can use will be limited to 183.

SECTION 4. JURY DUTY. If a Paraprofessional is called to serve on jury duty, he/she continues to receive his/her regular wages during said call to jury duty. The Paraprofessional serving jury duty shall remit to the Board the per diem, excluding reimbursed expenses, received for such jury duty from the court.

SECTION 5. PERSONAL LEAVE. Non-probationary employees shall be entitled to a maximum of four (4) days' leave with pay each school year for personal reasons which shall include: illness in the immediate family, death in the family or attendance at funerals, religious

holidays, legal reasons, and any other reason considered reasonable and proper by the Superintendent. Application for such leave shall be made in writing, but shall not unreasonably interfere with an employee's privacy, on the district form to the Pupil Services Director at least forty-eight (48) hours before taking such leave (except in the case of emergencies) and such leave shall be granted on the basis of application. The decision of the Superintendent is final. Such personal leave days are not cumulative. Employees completing his/her probationary period during the school year shall be granted personal days on a prorated basis for the remainder of the school year.

SECTION 6. FUNERAL LEAVE. Immediate family. Non-probationary employees shall be granted three (3) days, per occurrence, with pay for death in the immediate family of an employee, or the immediate family of his/her spouse. Immediate family for the purpose of this clause is defined as parent, grandparent, spouse, brother, brother-in-law, sister, sister-in-law, child or grandchild, stepchild and also any relation who is domiciled in the employee's household.

SECTION 7. TRAVEL REIMBURSEMENT. When required to use their personal vehicle in the course of their duties, employees shall be reimbursed for the miles traveled at the current IRS rate. A signed travel voucher must be completed and submitted to the Chief Finance Officer on November 30th, February 28th, and June 30th.

SECTION 8. LIFE INSURANCE. The Board shall provide, at no expense to the employees, \$20,000 of group life insurance coverage for each employee covered under this agreement.

SECTION 9. MEDICAL INSURANCE.

- a. Effective July 1, 2016, no change in health insurance coverage for the PPO or HMO Plans.
- b. As soon as practicable after signing of this Agreement, the Board shall continue to provide the PPO Plan with the following changes: \$25 office visit co-pay; \$75 urgent care co-pay; \$100 ER co-pay; \$250 outpatient co-pay; \$500 inpatient co-pay. The Board will provide payment for 80% of the cost for individual coverage for the employee provided that the employee regularly works twenty or more hours per week. The employees shall pay 20% of the cost for individual coverage plus the full cost of any additional premiums for covering one or more eligible dependents if he/she opts for such additional dependent coverage.
- c. Effective July 1, 2019, the cost share for employees increases to 21%. There will be no other changes to the PPO Plan.
- d. As soon as practicable after signing of this Agreement, the Board shall continue to provide the HMO Plan with the following changes: \$20 office visit co-pay; \$50 urgent care co-pay; \$75 ER co-pay; \$150 outpatient co-pay; \$300 inpatient co-pay. The Board will provide payment of 80% of the cost for individual coverage for the employee provided that the employee regularly works twenty or more hours per week. The employees shall pay 20% of the cost for individual coverage plus the full cost of any additional premiums for covering one or more eligible dependents if he/she opts for such additional dependent coverage.

- e. Effective July 1, 2019, the cost share for employees increases to 21%. There will be no other changes to the HMO Plan.
- f. Paraprofessionals are not permitted to elect the BC/BS Traditional Plan. The Board shall provide a Section 125 Plan which permits employees to elect salary reduction to pay for their premium cost share on a pre-tax basis, subject to federal and state law and IRS rules and regulations.
- g. 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, and/or allocate the responsibility for increased costs associated with the imposition of the excise tax.

SECTION 10. HOLIDAYS. Members will receive 11 paid holidays per year. Employees must work the last scheduled school day before and the first scheduled school day after the holiday to receive holiday pay, or take approved benefit leave day. These holidays will be Christmas, New Year's Day, Thanksgiving, Memorial Day, Labor Day, Good Friday, Columbus Day, the Day after Thanksgiving, Martin Luther King Day, Veterans' Day and Presidents' Day.

When the following days are established as early release days by the school calendar each year, then Paraprofessionals will be paid for full days for:

- The day before Thanksgiving
- The day before Christmas vacation
- The last two days of school
- The two elementary school parent conference days. (Paid for full day for elementary school Paraprofessionals only. High school and middle school Paraprofessionals may use personal leave).

ARTICLE 14 LEAVES OF ABSENCE

SECTION 1. CHILDREARING LEAVE. A Paraprofessional may apply for a childrearing leave of absence without pay. Such leave shall be for a period of not more than two school years. Any Paraprofessional on childrearing leave who proposes to return to work at the beginning of the school year following such leave shall make written request for reinstatement to the Board of Education through the Superintendent of Schools no later than January 15th of said year. Return from leave shall be scheduled at the beginning of the appropriate school year so as to minimize

disruption of the staffing process. A Paraprofessional returning from childrearing leave will be placed on the salary scale on the step held prior to such leave and may be assigned to duty where a vacancy occurs provided the employee is physically capable of performing the necessary work. In the event a Paraprofessional was on duty 90 days or more of the school year in which the leave was granted, he/she would upon return, provided a new school year has commenced, advance to the next step on the salary schedule.

SECTION 2. FMLA LEAVE. The Board will comply with FMLA Leave provisions.

SECTION 2 a. UNPAID LEAVE. An employee may request an unpaid leave of absence for good cause for a maximum of one (1) school year. The granting or denial of the leave shall be solely within the Board's discretion. During the period of such leave, no seniority or other benefits shall accrue to the employee. Upon reinstatement, the employee's seniority prior to the date of leave shall be restored and bridged.

SECTION 3. Employees who have been granted a leave of absence in excess of ninety (90) days shall notify the Superintendent of Schools in writing of their intention to return to work at least one (1) month prior to the end of such granted leave.

SECTION 4. RETURNING FROM LEAVE. Employees returning from a leave of absence under this Article shall be reinstated to the same or comparably paid position which was held at the time the leave was granted.

SECTION 5. Nothing agreed to herein precludes the Superintendent of Schools from granting or denying requests for leave or requests for extensions to such leave.

SECTION 6. Employees are covered by Workers' Compensation in accordance with state law. Employees may utilize sick leave during periods of absence due to compensable injury in partial day increments to supplement compensation payments or while such payments are pending.

ARTICLE 15 GENERAL PROVISIONS

SECTION 1. If the administration requires an employee to attend any training or conferences, such employee shall be reimbursed all expenses associated with said training or conferences, as approved in writing in advance. Verification of such training shall be added to the personnel folder of Union members. The administration may require paraprofessionals to attend inservice workshops or training sessions on non-school days or after school hours provided advanced notice is given. The administration will attempt to notify the union prior to 7/1 of the possible dates for the upcoming school year. Payment will be made at the employee's hourly rate.

- a. Restraint training will be provided for those paraprofessionals who are assigned to work with students who may present "behavioral" risks or situations.

SECTION 2. In the event that the Board requires any paraprofessional who does not meet the qualification requirement defined by the State of CT pursuant to the No Child Left Behind Act to

meet those requirements, the Board will reimburse the paraprofessional for the test fee upon proof of successful completion limited to one time only.

- a. An employee hired as a Paraprofessional who provides instructional services and is working in a program supported with Title I, Part A funds must fulfill the NCLB requirements.

SECTION 3. No employee shall be required to work in a school building alone.

SECTION 4. The Board shall be responsible for the typing and reproduction of the final draft of this agreement with copies for Enfield Board members, Union members, all administrators, Paraprofessional new hires and file copies. Distribution normally shall be made by the close of school, but no later than July 1, following negotiations.

SECTION 5. The Union may use designated areas in the school building for Union meetings before or after the close of school, provided there is no interference with school activities. The use of such designated areas shall be arranged with the principal in advance. All requests for building use shall conform to School Board Rules and Regulations.

SECTION 6. The Union may place non-political Union related material in bargaining unit employee's mail boxes, where such mail boxes are available.

SECTION 7. During the school year all paraprofessional jobs will be posted on appropriate bulletin boards. The Board reserves the right to post open positions electronically. If the Board does not post the open position electronically, all job postings for paraprofessionals shall be sent to all Union members if such posting occurs during vacation periods or summer months when school is not in session. Copies of job posting will be sent to the CSEA/SEIU Local 760 at all times and at the same time as the posting occurs.

SECTION 8. The CSEA/SEIU Local 760 Steward shall be notified of all new hires and their assignments.

SECTION 9. Paraprofessionals shall immediately report to their superior, orally, to be followed by a written report, all cases of assault suffered by them in connection with their employment. Such report shall be forwarded to the Superintendent and the Board will comply with any reasonable request from the Union for information in its possession not privileged under the law which relates to the incident of the persons involved. The Board shall protect each member of the unit in accordance with Connecticut General Statute 10-235, as amended.

SECTION 10. If requested by either party, two (2) representatives of the Union and two (2) representatives of Administration shall meet to discuss safety, health issues, and other issues of mutual concern.

SECTION 11. The Union representative or Steward shall be permitted to confer with the employees on the premises of the Board, however, conferences shall not interfere with the normal operation of the schools. The Union representative shall report first to the office before seeing the employee.

SECTION 12. PROFESSIONAL DEVELOPMENT:

- a. A labor management committee will be established to meet on an as needed basis. One member of the central office administration as chosen by the employer and three paraprofessional members, one from high school level, one from middle school level, and one from elementary level as chosen by the Union.
- b. There will be at least 3 professional development programs per year, subject to budgetary constraints, in conjunction with the established district professional development calendar. The topics will be mutually agreed upon by the labor management committee.
- c. For all district professional development early dismissal days, or any other early dismissal days (including midterm examination days, but excluding any days set forth in Article 8, Section 2 and Article 13, Section 10) personal leave may be used to make up lost wages for the day and will not be denied as long as the request is made in accordance with current practice. If a paraprofessional does not elect to use personal leave to make up lost wages, or if a paraprofessional does not have any personal leave to use, the paraprofessional will not be paid for the time missed due to the early dismissal, nor will the paraprofessional be allowed to remain at school and be paid for not working.
- d. The parties to this agreement share the commitment to professional development, and paraprofessional professional development programs are mandatory. Therefore, on the days where paraprofessional professional development programs are provided, personal leave will only be granted for emergencies and with approval from the management designee.
- e. If there are more than seven (7) district early release professional development days in any year of the collective bargaining agreement, then on those additional early release days, paraprofessionals will be allowed to remain at work and be paid, leave work early and not be paid, or use personal leave to make up lost wages. As much as possible dates of programs will be published in the school calendar prior to school each year.

ARTICLE 16 ENTIRE AGREEMENT

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 understandings and agreements arrived at by the parties are set forth in this Agreement and hereby supersede any and all oral or written past practices, privileges, rights, agreements or benefits. Therefore, for the duration of this Agreement, the parties 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 covered in

this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement. This Agreement may only be amended during its term by the parties' mutual agreement in writing which together with this Agreement constitutes the complete and entire agreement between the parties.

**ARTICLE 17
SEVERABILITY**

In the event that any provision of this agreement shall be held by operation of law or by a court or administrative agency of competent and final jurisdiction to be invalid or unenforceable, the remainder of the provisions of such agreement shall not be affected thereby, but shall be continued in force and effect.

**ARTICLE 18
DURATION**

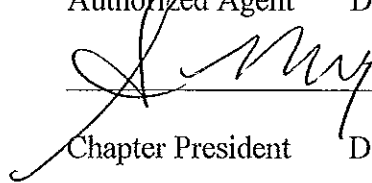
This Agreement shall be effective July 1, 2020 through June 30, 2024. Either the Union or the Board may notify the other, in writing, of its desire to bargain a successor agreement. However, neither party shall be obligated to take part in any such negotiations prior to October 30, 2023.

FOR THE ENFIELD BOARD OF EDUCATION: FOR THE CSEA/SEIU LOCAL 2001
SERVICE:

 10/25/19

Authorized Agent Date

Authorized Agent Date

 10/25/19

Chapter President Date

APPENDIX A

JULY 1, 2020 THROUGH JUNE 30, 2024

| Step | 2020-21 | 2021-22 | 2022-23 | 2023-24 |
|------|---------|---------|---------|---------|
| 1 | 15.02 | 15.02 | 15.02 | 15.02 |
| 2 | 15.61 | 15.61 | 15.61 | 15.61 |
| 3 | 16.21 | 16.21 | 16.21 | 16.21 |
| 4 | 16.80 | 16.80 | 16.80 | 16.80 |
| 5 | 17.43 | 17.43 | 17.43 | 17.43 |
| 6 | 18.01 | 18.01 | 18.01 | 18.01 |
| 7 | 18.88 | 18.88 | 18.88 | 18.88 |
| 8 | 20.52 | 20.52 | 20.52 | 20.52 |
| 9 | 21.03 | 21.56 | 22.10 | 22.65 |
| 10 | 21.56 | 22.10 | 22.65 | 23.22 |
| 11 | 22.10 | 22.65 | 23.22 | 23.80 |

Contract year 2020-2021: Implement new schedule, step advancement.

Contract Year 2021-2022: Step advancement, 2.50% general wage increase for Steps 9-11.

Contract Year 2022-2023: Step advancement, 2.50% general wage increase for Steps 9-11.

Contract year 2023-2024: Step advancement, 2.50% general wage increase for Steps 9-11.

Title I Paraprofessionals shall start no lower than Step 4

In-School Suspension Supervisors shall start no lower than Step 7

Certified Nursing Assistants (CNA's) will receive \$200 per year

Paraprofessionals that work during the summer will receive a summer rate of \$15.00 per hour, effective July 1, 2020. Effective July 1, 2021 the rate will increase to \$15.25. Effective July 1, 2022 the rate will increase to \$15.50. Effective July 1, 2023 the rate will increase to \$15.75.

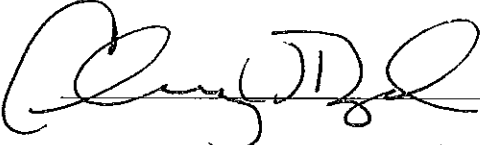
Health Insurance Side Letter

If the following employees continue to pay the employee cost share as negotiated for individual coverage plus the full cost of any additional premiums for covering one or more eligible dependents, and should the cost of any additional health insurance premiums for covering one of more eligible dependents exceed the employee's annual wages, the Board agrees to contribute to the cost of such premiums a maximum of \$3,000 annually for the following employees only:

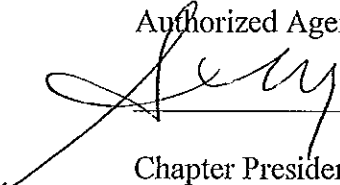
Laura Solenski
Roberta Roy
Catherine Gaylor

The foregoing employees shall be solely responsible for any additional costs above the \$3,000 cap set forth above.

FOR THE ENFIELD BOARD OF EDUCATION: FOR THE CSEA/SEIU LOCAL 2001
SERVICE:

 10/25/19

Authorized Agent Date

Authorized Agent Date
 10/25/19

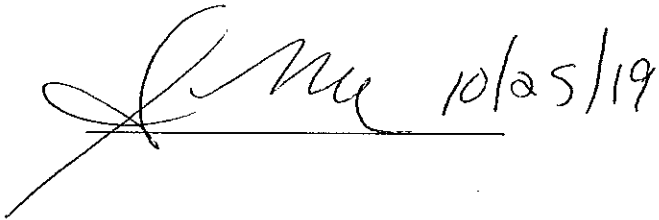
Chapter President Date

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding states the Enfield Paraprofessionals Association – CSEA/SEIU Local 2001 and the Enfield Board of Education agree to the following:

Having successfully implemented a paraprofessional professional development program during the first two days of school prior to students returning, the first day consisting of a full day of professional development and the second day consisting of paraprofessionals returning to their home schools and reviewing IEP's, all parties agree that this practice will continue indefinitely and that paraprofessionals will be compensated for their work on these days.

For the Enfield Paraprofessionals Association

 10/25/19

For the Enfield Board of Education:

 10/25/19