

**Paraprofessional Section**

**AGREEMENT**

**Between**

**TORRINGTON BOARD OF EDUCATION**

**and**

**LOCAL 1579 OF COUNCIL #4**

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES**

**AFL-CIO**

**(CUSTODIAN and MAINTENANCE, CAFETERIA,  
PARAPROFESSIONAL AND SECRETARIAL EMPLOYEES  
OF THE TORRINGTON PUBLIC SCHOOL SYSTEM)**

**Effective July 1, 2017 - June 30, 2020**

**AGREEMENT BETWEEN THE TORRINGTON BOARD OF EDUCATION  
-and  
LOCAL 1579 OF CONNECTICUT COUNCIL #4 AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL EMPLOYEES  
AFL-CIO**

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**PARAPROFESSIONAL SECTION**

**ARTICLE I**  
**RECOGNITION**

The Torrington Board of Education hereinafter referred to as the “Employer” hereby recognizes Local 1579 of Council #4, American Federation of State, County and Municipal Employees, AFL- CIO as the sole and exclusive representative of all Custodial and Maintenance employees of the Employer, excluding supervisory employees as set forth in Connecticut State Board of Labor Relations Decision and Certification of Representation Case Number ME-6328 and including all Cafeteria Employees as set forth in Connecticut State Board of Labor Relations Decision and Certification of Representative, Case No. ME-12,229, Decision and Expansion of Unit, Decision No. 2886, dated February 14, 1991; all Paraprofessionals as set forth in Connecticut State Board of Labor Relations Decision and Certification of Representation Case Number ME-12,873, dated July 9, 1990 (and affiliation with Local 1579 as of February 10, 1994); all Secretaries as set forth in Connecticut State Board of Labor Relations Decision and Modification of Unit Case Number ME-15,998 dated March 22, 1994, hereinafter referred to as the “Union”, and that said Union is the exclusive representative of all such employees for the purposes of collective bargaining with respect to wages, hours of employment and other conditions of employment.

**CODING USED IN THIS AGREEMENT DENOTING EMPLOYEES REFERENCED:**

C and M	=	<u>Custodial and Maintenance Employees</u>
CE	=	Cafeteria Employees
P	=	Paraprofessionals
S	=	Secretaries

**ARTICLE II**  
**UNION SECURITY**

**Section 2.1 - P**

It shall be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirty-first (31st) day following the beginning of such employment become and remain members in good standing in the Union or pay service fees as certified by the Union.

**Section 2.2 - P**

The Employer agrees to deduct uniform Union dues or service fees from the paycheck of each employee within the bargaining unit who has signed an authorization deduction

card, as certified by the Secretary or other authorized official of the Union. Deductions shall be made weekly.

**Section 2.3 - P**

The total amount deducted each week in accordance with the provisions of this Agreement will be remitted by the Employer, together with a list of the employees from whose wages such deductions have been made, to such individual and at such address as shall be specified by the Treasurer of the Union. Such remittance shall be made by the last day of the month in which deductions are made. The Employer will provide an up-to-date list of bargaining unit employees with names and addresses of all such employees, mailed to the Treasurer of the Union not later than December first of each year.

**Section 2.4 - P**

The Employer shall provide each present employee and each new employee, when hired, with a copy of this Agreement.

**Section 2.5 - P**

The Union agrees to indemnify and save the Board harmless against any and all claims, demands, suits, judgment, or other forms of liability that shall arise out of or by reason of action taken by the Board for the purpose of complying with the dues deduction or service fees provisions of this Article.

**ARTICLE III**  
**SENIORITY**

**Section 3.1 - P**

Employees shall be designated under the following bargaining unit department:  
Paraprofessional

**Section 3.1.2 - P**

**Departmental seniority** shall mean the term of service beginning on the date the employee begins employment within the paraprofessional bargaining unit department. In the event a member transfers departments within Local 1579 (e.g., an employee moves from the paraprofessional unit to the secretary unit), he/she forfeits all vacation and departmental seniority rights, however, he/she will retain the sick leave accumulation he/she earned under his/her previous department. Under no circumstances, however, shall an employee become eligible for a sick leave or a longevity payment upon severance of employment by transferring from one Local 1579 department to another, (e.g., a paraprofessional employee hired prior to the 2007-2010 contract will not be eligible for terminal leave or a sick leave payout if he/she transfers into the secretarial unit). Transfers and promotions shall be governed by **departmental seniority** as that term is defined in Section 3.1.2-P.

**Section 3.1.3 -P**

**Bargaining unit seniority** shall mean an employee's term of uninterrupted service beginning with the date of hire with the Board of Education, irrespective of his/her department.

For current employees in the paraprofessional unit, bargaining unit seniority shall also include service previously rendered to the City of Torrington. Bargaining unit seniority is applied to compute annual increments and longevity payments. Sick leave accumulation, vacation pay and retirement service credit, pursuant to 12.1 of this Agreement with the employer as provided herein shall be based on departmental seniority, as that term is defined above in section 3.1.2-P.

**Section 3.3 - P**

The Employer shall prepare an annual list of all employees covered by this Agreement which shall set forth each employee's hiring date, classification seniority and rate of pay. A copy of such listing shall be furnished to the Union at the beginning of each school year and upon reasonable request. New employees shall be added to this list.

**Section 3.4 - P**

The Employer shall provide written notice to the Union President and Department Chairperson of all personnel changes, including layoff, recall, transfer, promotion, discipline, discharge, voluntary quit, and new hires when such changes occur, and retirement where applicable.

**Section 3.5 - P**

- A. In case of layoff and subject to Section C below, employees shall be laid off in inverse order of departmental seniority within the following classifications:
- Level I - Media Associate, Certified Assistant and Nursery School Associate.
  - Level II - Media Assistant, Quad Assistant, Career Center, Reading Lab, Supervisory Assistant, Computer Assistant, Physical Education Assistant, Home Economics Assistant, Special Education Assistant, School Nursery Assistant, Chapter I Assistant, Grade Level Assistant, Non-Certified Tutor, Job Coach and Health Aide.
  - Level III - Noontime Assistant (for example Hall Monitor, Bus Assistant and Cafeteria Assistant).
- Probationary employees within any classification shall be laid off before any permanent employee within that classification.
- B. A qualified employee, as determined by the Board, with more seniority may bump a less senior employee in an equal or lower classification, if scheduled for layoff or job elimination, provided he/she is qualified for the position at issue. In the event of layoff at a particular school, the employee with the least

departmental seniority in that school will possibly be subject to relocation within the system.

- C. The Board may lay off without regard to seniority if it determines that it is essential to retain the services of a less senior employee because he or she possesses special or unique skills and no other bargaining unit employee with more seniority is so skilled.
- D. In making its determinations the Board agrees that it shall not act in an arbitrary, unreasonable or capricious manner.

**Section 3.6 - P**

The Employer shall place the name of any laid off employee on an appropriate recall list and arranged in the order of layoff. The employee's name shall remain on the list for two years unless he is re-employed during such time. An employee who accepts a position in a lower classification in lieu of layoff shall be placed on a recall list for his/her former classification for a period of two years.

**Section 3.7 - P**

The employer shall first recall in the order of seniority any employee on the recall list who was previously laid off in a particular classification, provided he/she is qualified for the position at issue, before any new employee is hired into such classification.

**Section 3.7.1 - P**

Part-time employees shall be offered their former positions after full time employees on the recall list have been offered the opportunity to exercise their right to accept the position.

**Section 3.8 - P**

Any approved leave of absence without pay shall not void an employee's seniority, but the period of absence shall not be counted as part of his accumulated service for seniority purposes.

**Section 3.9 - P**

- A. Union Officers (President, Vice-President, Secretary and Treasurer), Department Chairperson, Departmental Chief Shop Steward, and Shop Steward shall have top seniority in the Department in the event of layoff.
- B. For Union Officers only, in the event of job elimination, after exercising the above rights, the employee with top seniority may then bump into any department in the bargaining unit in the same pay category or lower provided they can perform the work.

In the event there is a dispute between the parties the Board agrees it shall not act in an arbitrary, unreasonable or capricious manner.

- C. The Union will notify the Board annually in January of those employees who have top seniority.

**Section 3.10 - P**

Seniority shall not accrue during layoff but, if rehired from the recall list, shall be continued from the date of rehire.

**Section 3.11 - P**

If a union member on layoff is physically able to return to work to fill a vacant position and he/she has been successfully contacted by the Administration about a recall position, he/she shall have twenty-four hours to accept or reject the position. If the member rejects the offer or fails to provide a timely response within twenty four hours, he/she will be removed from the recall list. If the member accepts the offer, the Board will allow for a reasonable amount of time, if needed, for the member to make arrangements before he/she returns to work.

The Administration will adjust a union member's seniority date only in cases of time lost for disciplinary reasons or of approved voluntary leave (for reasons other than FMLA, for example). The Administration will provide a staff list to the union showing the seniority dates resulting from using this procedure.

When the member is not successfully contacted, the Administration shall leave a phone message with the offer to return to work and an expectation of a return call within 24 hours. If the member does not return the call within 24 hours, the Board shall continue on to the next person on the recall list. The member who did not return the call within the 24 hour period shall remain on the list and have an opportunity to accept the next available position, assuming he/she has the requisite seniority. If medical documentation is provided confirming the individual's inability to physically handle the responsibilities of that particular position, the person will remain on the recall list, maintaining his or her same callback order relative to others on the list. (As specified in the contract, laid-off employees are kept on the call back list for up to two (2) years. If a person has not been called back to work by the end of two years, that person is dropped off the list.)

**ARTICLE IV**  
**VACANCIES AND TRANSFERS**

**Section 4.1 - P**

When a vacancy exists in a department, the employee with the most seniority in that department and classification shall be given the first opportunity to fill such vacancy.

Whenever an employee is promoted or fills a posted vacancy in any position within his/her department, a trial period of ninety (90) calendar days shall be served. Any employee found to be unsuitable (with documentation and notification to the Union) during such trial period, shall be returned to a position within his/her prior classification. Employees may not apply for a change in position during their trial period. Employees filling vacancies because of an involuntary transfer shall not serve a trial period and shall be permitted to apply for a change in position.

**Section 4.1.1 - P**

- A. In filling vacancies seniority shall not control if the Board determines that the most senior person does not possess the necessary skills for the performance of the duties required. In making the determination the Board agrees that it shall not act in an arbitrary, unreasonable or capricious manner.
  
- B. All Paraprofessional employees shall have exclusive rights to positions remaining unfilled within their department for promotional opportunity outside their classification or for any vacancy, based on bargaining unit seniority provided they possess the necessary skills for the performance of the duties required.

**Section 4.1.2 - P**

Notice of a vacancy or new position shall be posted for five (5) working days before being filled. Employees regularly scheduled to work less than twelve (12) months shall be mailed notice of any openings for non-certified positions in the bargaining unit which occur during the summer vacation and shall have ten (10) days from postmark of such notice to respond.

**Section 4.1.3 - P**

- A. Any vacancy remaining open after employees have exercised their right to bid within classification shall then be opened to the employee, if qualified, with the most seniority in that department who shall be given the first opportunity to fill such a vacancy.
  
- B. Qualified employees shall be given an adequate opportunity to make application for advertised positions outside their departments. If, in the sole determination of the Superintendent, the qualifications of the applicants are substantially equivalent, preference shall be given to qualified employees by the Board. In making the determination the Board agrees that it shall not act in an arbitrary, unreasonable or capricious manner.
  
- C. Whenever an employee fills a vacancy in accordance with the above procedures a trial period of ninety (90) calendar days shall be served. Any employee found to be unsuitable during such trial period, shall be returned to a position within his/her prior classification and department. Employees may not apply for a change in position during their trial period.



**Section 4.1.4 - P**

An employee who is required to cover a class in place of a teacher for more than the equivalent time of a regular THS period shall be paid time and one-half (1 1/2) the normal rate of pay for all time spent in such capacity rounded up to the nearest fifteen (15) minutes. This provision does not apply to assignment to regularly scheduled study halls.

**Section 4.1.5 - P**

Any new employee shall serve a probationary period of ninety (90) days at work. If such period is completed successfully, his or her seniority shall be computed from the date of employment.

**Section 4.2 - P**

Any employee who is assigned to work in a higher classification for one or more hours shall be paid at the rate of the job for all time spent in such classification.

If the position involves a step the employee shall be paid at the step which provides the employee a rate increase.

**Section 4.3 - P**

Unless a special skill is needed or required, summer positions shall be assigned by seniority among those that apply and paid at their current rate.

**Section 4.4 - P**

The Torrington Board of Education and Local 1579, Council4 AFSCME agree to meet on the first Friday of each month at 2:45 to monitor the parties' compliance with the agreement on long-term subs.

Within thirty (30) days of the execution of the agreement, the Superintendent of Schools shall call a meeting of all principals and building level administrations at which the Superintendent shall explain the parties' agreement on long term subs as well as the requirements of this agreement.

The Board of Education shall not use any long-term sub longer than three (3) months, without agreement from the Union.

If it is determined that a student(s) needs para service for a period to exceed three (3) months, the Board of Education shall initiate the contractual bidding and posting process not less than one month prior to the end of the three (3) month period mentioned above.

Upon hire or commencement of service, the Board of Education shall inform any long-term sub that they cannot perform long-term sub duties for longer than three (3) months.

#### **Section 4.5 - P**

An annual meeting(s) will be held to discuss all staff changes including layoffs, voluntary transfers and involuntary transfers in preparation for a new school year. Representatives of Local 1579 and members of the administration of the Torrington Board of Education will participate. The purpose of these meetings will be to review contract language as it pertains to staff moves involving paraprofessionals and to identify and agree on the names of staff members impacted. The meeting(s) will be held as early in the summer as the budget process allows. The administration will not notify impacted paraprofessional before this meeting is held and there is agreement on both sides.

#### **Section 4.6 - P**

In full statement of case no. MPP - 30033 The Torrington Board of Education and Local 1579 of Council 4, AFSCME, AFL-CIO Agree as follows:

1. The parties hereby re-affirm the September 29, 2010 settlement agreement case no. MPP 28621 and now clarify said agreement.
2. Long Term (3month) subs are to be used for diagnostic purposes.
3. The Board of Education may reassign a regular para to a diagnostic assignment, said regular para will be replaced by the long term (3 month) sub.
4. Upon completion of a diagnostic assignment, a long term (3 month) sub may be used immediately for a subsequent 3 month diagnostic assignment with a different student.
5. The 3 month period referred to herein shall mean three (3) continuous school months.
6. In consideration of the above, the union hereby withdraws case no. MPP-30033 and the grievance.

#### **Section 4.7**

The Torrington Board of Education will only consider the gender of paraprofessionals when assigning work and determining layoffs or transfers if such specifications are outlined in a student's Individualized Education Plan or 504 Accommodation Plan.

#### **Section 4.8**

One additional Library-Media paraprofessional will be hired for the 2004-2005 school year. A second additional Library-Media paraprofessional will be hired, contingent upon available funds, no later than the start of the 2005-2006 school year. Up until the time that each school has at least one Library-Media paraprofessional, volunteers in school Library-Media Centers will not be assigned the work of Library-Media paraprofessionals that volunteers were not already involved in prior to the start of the 2003-2004 school year. Volunteers will only be used in a Library-Media Center at times when there is either a teacher or Library-Media Specialist and/or a paraprofessional assigned to the Library-Media Center. The use of volunteers in the Library- Media Centers will not serve as a basis for the reduction of the number of paraprofessionals assigned to duties in Library-Media as of the start of 2003-2004 school year.

**ARTICLE V**  
**HOURS OF WORK**

**Section 5.1 - P**

- A. The guaranteed minimum work year for employees in this department shall be one hundred and eighty three (183) days per school year except for level III employees who shall be scheduled for a minimum of one hundred and sixty one (161) days. The two additional days will be at the start of the school year.
  
- B. The hours of work shall be a minimum of six and one half (6 1/2) hours per day on the days of the week in accordance with the School Calendar, Monday through Friday, except for those positions whose hours of work were greater than six and one half (6 1/2) hours per day at the start of the 1991-92 school year.
  
- C. Level III employees' hours of work shall be a minimum of two (2) hours per day, in accordance with the School Calendar, Monday through Friday.
  
- D. The daily hours of work shall be consecutive except for such lunch and break periods.
  - 1. Any employee who may be called back to work after his/her regular work day is completed, or is previously scheduled to return to work shall receive a minimum of three (3) hours pay at the rate of one and one-half (1-1/2) times her established hourly rate.
  
  - 2. Any employee required to work on other than an established work day, shall receive a minimum of three (3) hours pay at the appropriate rate as determined by this Agreement and shall be selected to perform such work from a list of volunteers maintained by the Board.
  
  - 3. This Section does not apply to Parent Teacher Conferences which shall be dealt with in accordance with past practice.
  
- E. All employees shall be paid time and one-half (1-1/2) of their regular hourly rate for all hours outside their regular scheduled work day. Employees scheduled to work on Sundays shall be paid double (2X) their regular hourly rate. Employees scheduled to work on Saturdays shall be paid time and one half (1-1/2) their regular hourly rate.

**Section 5.2 - P**

Employer records pertaining to assigned overtime work for members of the departments covered by this Agreement shall be made available to the proper Union Representative upon written request.

**Section 5.3 - P**

TMS paraprofessionals will be asked if they would be willing to remain after hours to cover the late bus dismissal. Paraprofessionals will be compensated at their regular rate of pay for said coverage. In the event that there is not enough paraprofessionals willing to cover this assignment, they will be assigned involuntarily by department seniority.

**Section 5.4 - P**

- A. Paraprofessionals are to be paid for a full day of work on the last day of school even when that day is scheduled as a partial work day.
  
- B. Paraprofessionals are to be paid for hours worked on the following currently-scheduled partial days: (Note: The title of the listed days may change from year to year and some days may be changed from full to partial and from partial to full. This should be checked each year.)

Elementary Level

- Curriculum Night School Day(s)
- Parent Conference School Day(s)

Middle School Level

- Meet the Teachers Night School Days(s)
- Parent Conference School Day(s)

High School Level

- Parent's Night School Day(s)

**ARTICLE VI**  
**HOLIDAYS**

This article does not pertain to paraprofessionals.

**ARTICLE VII**  
**VACATIONS**

This article does not pertain to paraprofessionals.

**ARTICLE VIII**  
**LEAVES OF ABSENCE**

**Section 8.1 - P**

1. Sick leave shall be considered to be absence from duty with pay for the following reasons:
  - A. Illness or injury, except where such illness or injury arises out of or in the course of employment by an employer other than the Employer.
  - B. When an employee is required to undergo medical, optical, or dental treatment and only when this cannot be accomplished on off-duty hours.
2. When serious illness of a member of the employee's immediate family required his person attendance; and if supported by a medical certificate
3. Sick leave can be taken in 30 minute increments.

**Section 8.2 - P**

- A. Employees shall be entitled to twelve and one half (12 ½) sick leave days each school year to accrue at one and one-quarter (1-1/4) days per month.
- B. Unused sick leave days may be accumulated from year to year up to a maximum accumulation of seventy-five (75) days. Such accumulation shall commence at the end of the 1990-91 school year.
- C. By October 15 of the School Year, employees shall receive a statement of accumulated sick leave days to date.

**Section 8.3 - P**

Sick leave shall be granted only to full-time (i.e. thirty (30) hours or more per week) employees except that an employee working less than full time shall be granted sick leave in proportion to the amount of time worked. Employees will be notified of their accumulated sick leave on or about October 15th and April 15th of each year.

**Section 8.4 - Worker's Compensation - P**

An employee who is receiving Workers' Compensation benefits shall be paid at the rate provided for in the Workers' Compensation Act.

During the waiting period after an employee applies for Workers' Compensation, and while eligibility is being determined, the Board shall pay the employee's regular weekly wages and charge this period of time to sick leave, so long as such sick leave exists in the employee's sick leave account. In the event an employee does not have any accrued sick leave, he/she may borrow against future accrued leave and his/her future accrued leave will be reduced accordingly. If subsequently a determination is made that the employee is eligible for Workers' Compensation, the Board will be reimbursed by the

employee from the proceeds of the Workers' Compensation and an adjustment will be made to the employee's sick leave account.

Employees injured in the course of their official duties and in the performance of their work when such injury is compensable under Workers' Compensation laws shall not be charged for sick leave while receiving Workers' Compensation.

**Section 8.5 - P**

Sick leave shall continue to accumulate during leaves of absence with pay.

**Section 8.7 - P**

A medical certificate signed by a licensed physician or other licensed practitioner whose method of healing is recognized by Connecticut State authorities may be required to any period of absence of more than five (5) consecutive working days, or when an employee's attendance record shows frequent or habitual absences because of claimed illness or injury.

**Section 8.8 - P**

The Employer may provide a physician or nurse to make any necessary examination or investigation of any alleged abuses of sick leave privileges. The cost of such examination or investigation shall be paid by the Employer.

**Section 8.9 - P**

Sick leave shall not accrue during a leave of absence without pay or while an employee is under suspension.

**Section 8.10 - P**

An employee who has exhausted his accumulated sick leave may request, in writing, an advance of sick leave privileges. If substantiated by a medical certificate, the Superintendent of Schools shall advance to such employee sick leave privileges not to exceed one (1) day for each completed year of service. Such advanced sick leave days so granted shall be repayable by the employee from his further earned sick leave accumulation.

**Section 8.11 - Military Service - P**

Any employee who leaves employment with the Employer to enlist in the Military Forces of the United States shall be granted Military leave without pay.

1. Such leave shall extend for the period of such military service for ninety (90) days after discharge from such service. Such leave shall not exceed four (4) years, except in the case of involuntary military service.
2. Any employee on military leave who has been discharged from the military forces of the United States and who applies for re-employment with the

Employer within ninety (90) days of such discharge shall be reinstated in his former position together with all rights and privileges provided he meets the minimum qualifications of the position.

3. Employees re-employed in accordance with (2.) above shall be granted all re-employment rights as are determined by Federal and State statutes. Such period of service shall be included in its entirety for the purposes of seniority as provided herein.

#### **Section 8.12 - Annual Military Training Leave - P**

Military leave shall be considered as continuous service and shall be so entered upon the Employer's records. An employee on annual military training shall be granted a leave of absence with pay, less such sums received for such service, not to exceed fifteen (15) calendar days during any one calendar year, provided he filed with the Superintendent of Schools a copy of his military orders placing him on active military duty.

#### **Section 8.13 - Bereavement Leave - P**

In the event of death in the immediate family, an employee shall be granted three (3) days of leave with pay. The Superintendent of Schools or his/her designee may, at his/her discretion, grant additional days of leave; such additional days, however, shall be charged as sick leave. For purposes of this Section "immediate family" is defined as follows: mother, father, wife, husband, brother, brother-in-law, sister, sister-in-law, child, grandmother, grandfather, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, or any relative who is domiciled in the employee's household.

In the event of the death of an employee's stepmother, stepfather, stepbrother, stepsister, aunt or uncle, bereavement leave not to exceed two (2) days shall be granted.

#### **Section 8.14 - Personal Leave - P**

Each Paraprofessional employee shall be entitled to two (2) personal days per year for personal business which shall not be used as additional paid holidays and shall give forty-eight (48) hours' notice to the Superintendent or his/her designee except in cases of emergency in which event the employee shall notify the Superintendent or his/her designee as soon as possible.

Effective 7/1/04, Paraprofessionals may carry over one (1) unused personal day to the following year. Personal leave days may not exceed three (3) days in any one school year including the day carried over. There shall be no compensation for such unused days upon termination of employment.

#### **Section 8.15 - Union Activities - P**

Approved Union Delegate shall be allowed time off with pay to attend the below mentioned Union functions:

- State Labor Council Convention

- Council #4 Convention
- AFSCME, AFL-CIO International Convention

Total days under this Section shall not exceed ten (10) days per year.

**Section 8.17 - Unpaid Leave - P**

- A. Employees may be granted leaves of absence without pay for up to one (1) year upon request except to work for another employer.
- B. The employee shall be reinstated to a position, the same, or comparable, to the position she held prior to the commencement of the leave, if it exists.
- C. An employee on such leave shall continue in seniority status for layoff purposes but shall not accrue additional seniority.

**Section 8.18 - Maternity Leave - P**

An employee who becomes sick or disabled due to pregnancy or childbirth shall, upon her request, be placed on sick leave for childbearing purposes. Leave shall begin when, in the opinion of her doctor, she is no longer physically able to work and said leave shall expire when, in the opinion of her doctor, she is physically able to return to work. Employees who anticipated using this form of sick leave should notify the Superintendent as far in advance of the anticipated commencement date of leave as possible. Except in the case of medical difficulties, sick leave is not normally expected to continue for more than six (6) weeks after delivery.

**ARTICLE IX**  
**SAFETY AND HEALTH**

**Section 9.1 - P**

Both parties to this Agreement hold themselves responsible for mutual cooperative enforcement of safety rules and regulations.



**ARTICLE X**  
**MEDICAL/DISABILITY COVERAGE**

**Section 10.1**

All eligible paraprofessionals shall be entitled to elect coverage for themselves and their dependents under the health insurance programs described below. Each shall be subject to the cost sharing provisions and other limitations or restrictions applicable to the medical program selected as set forth in the following sections.

1. The copay plan with coverage as follows:
  - a) Each paraprofessional shall receive medical insurance coverage for themselves and their dependents under the plan below:

Co-Pay Chart

Office Visit	\$25
Specialty Office Visit	\$35
Inpatient Admission	\$200
Outpatient Surgery	\$150
Emergency Room	\$100
Urgent Care	\$25
High Cost Diagnostic*	N/A
OON Deductible	400/800/1200
OON Coinsurance	80%/20%
OON Coins Max	1500/3000/4500
OON Out-of-Pocket Max	1900/3800/5700
RX Copay	\$10/25/40
RX Benefit Maximum	Unlimited
Mail Order Copays	2x
RX Day Supply	30/90
RX Edits	Qual/Safety Only

- b) Anthem (Blue Cross/Blue Shield) full payment Dental Rider; including Riders A, B, C and D. Board of Education reserves the right to change the dental insurance carrier provided substantially equivalent coverage and network are provided.
    - c) Such coverage shall include vision benefits

2. Premium Contributions:

The cost of coverage described in Section 10.1 shall be shared by the Board and paraprofessionals as follows for the duration of the agreement:

Paraprofessionals/PPO Plan

	<u>2017-18</u>	<u>2018-19</u>	<u>2019-20</u>
Employee	10%	11%	12%
Board	90%	89%	88%

Paraprofessionals/HMO Plan

	<u>2017-18</u>	<u>2018-19</u>	<u>2019-20</u>
Employee	5.5%	6.5%	7.5%
Board	94.5%	93.5%	92.5%

**Section 10.2 - P**

All full time Paraprofessionals employees, who are at least sixty (60) years of age and have been then employed by the Board for at least the prior fifteen (15) years shall be entitled, upon their retirement from their employment with the Board, to the medical insurance coverage as follows:

1. Benefits Prior to Age Sixty-Five (65):

The Board will provide all the medical coverage to future retirees until the retiree reaches age sixty-five (65) which is provided to active bargaining unit employees of the employee's department, except that premium cost sharing by the retiree shall then be twenty-five percent (25%) of the premium, with the Board paying the remaining seventy-five percent (75%) of the premium. Any Paraprofessional retiree who began his/her employment with the Board on or after the date the 2007 - 2010 Agreement was signed who receives coverage under this Section 10.7. 1., Benefits Prior to Age Sixty-Five (65), (or whose spouse or other family member receives coverage under this section) shall pay thirty-five percent (35%) of the cost associated with said coverage for him/herself and sixty-five percent (65%) of the cost associated with said coverage for a spouse or other family member.

2. Benefits After Age Sixty-five (65):

The employees identified above and who retire at age sixty-five (65) or older, or who are retired when they reach age sixty-five (65) or older, shall then be entitled, after their sixty-fifth(65th) birthday while retired from employment with the Board, to the Medicare supplement insurance (Blue Cross/Blue Shield High Option Plan and Blue Cross/Blue Shield Plan 81 or their equivalents) for the retired individual at a premium cost sharing by the retiree which shall be twenty-five percent (25%) of the premium, with the Board paying the remaining seventy-five percent (75%) of the premium.

Any Paraprofessional retiree who began his/her employment with the Board on or after the date the 2007 - 2010 Agreement was signed who receives coverage under this Section 10.7, 2, Benefits After Age Sixty-Five (65), shall pay thirty-five percent (35%) of the cost associated with said coverage for him/herself with the Board paying the remaining sixty-five percent (65%) of the cost associated with said coverage.

The provisions set forth in section 10.2 and subsections 10.2 (1) and 10.2 (2) shall not apply to employees hired on or after July 1, 2017.

## **ARTICLE XI** **LIFE INSURANCE**

### **Section 11.1 - P**

The Board shall provide and pay for life insurance in an amount equal to the annual base pay of the employee.

## **ARTICLE XII** **RETIREMENT AND DISABILITY BENEFIT**

### **Section 12.1 - P**

Effective ongoing for all Paraprofessionals effective retroactive from July 1, 1994 and for all employees each July 1st thereafter, the Employer shall contribute five per cent (5%) of annual pay for each employee who has notified the Employer of his or her election to participate in the Board of Education 403(b) retirement plan. Said amount shall be matched by the employee.

Employees who elect to participate in the above mentioned plan must do so in writing, addressed to the Business Manager, within sixty (60) days of ratification of this Agreement by the parties, or, within sixty (60) days of hire if a new employee. Such notification shall be confirmed by the Business Manager, in writing, within ten (10) days of receipt of such notice.

Employees who participate in the above mentioned plan may contribute up to any limitation imposed by the IRS of their annual pay, including any amount used to match the Employer's contribution, upon notice as indicated above.

Employee contributions may be increased to the above maximum for payroll deduction purposes upon written notice to the Business Manager.

The parties agree that the annual combined contributions shall not exceed any limitation imposed by the IRS.

**ARTICLE XIII**  
**NON-MEMBERS OF PENSION AND RETIREMENT PLAN**

This is not applicable to paraprofessionals.

**ARTICLE XIV**  
**TERMINAL LEAVE**

This is not applicable to paraprofessionals.

**ARTICLE XV**  
**PRIOR PRACTICE**

**Section 15.1 - P**

Nothing in this Agreement shall be construed as abridging any right or benefit that employees have enjoyed heretofore, unless the right or benefit is specifically cancelled or superseded by a provision of this Agreement.

**ARTICLE XVI**  
**BULLETIN BOARDS**

**Section 16.1 - P**

The Employer shall permit the use of a bulletin board in every school building by the Union for posting of notices concerning local union business.

**ARTICLE XVII**  
**RATES OF PAY**

**Section 17.1 - P**

A. Compensation Plan (Hourly Rates) of Paraprofessional Employees of the Board of Education of the City of Torrington, Connecticut who are represented for Collective Bargaining purposes by Local 1579 of Council 4, AFSCME, AFL-CIO, in these classifications:

**Classification Rates Retroactive to July 1, 2017 - June 30, 2018 - 1.00% general wage increase**

	<b>Hire Rate</b>	<b>After 1 Yr.</b>	<b>After 2 Yrs.</b>	<b>After 3 Yrs.</b>	<b>4 Years or More</b>
	80%	85%	90%	95%	100%
Level I	\$19.12	\$20.32	\$21.51	\$22.71	\$23.90
Level II	\$14.46	\$15.36	\$16.26	\$17.17	\$18.07
Level III	\$11.66	\$12.39	\$13.12	\$13.85	\$14.58

**10% Differential Classification Rates Retroactive to July 1, 2017 - June 30, 2018**

	<b>Hire Rate</b>	<b>After 1 Yr.</b>	<b>After 2 Yrs.</b>	<b>After 3 Yrs.</b>	<b>4 Years or More</b>
	80%	85%	90%	95%	100%
Level I	\$21.03	\$22.35	\$23.66	\$24.98	\$26.29
Level II	\$15.90	\$16.90	\$17.89	\$18.88	\$19.88
Level III	\$12.83	\$13.63	\$14.43	\$15.24	\$16.04

**Classification Rates Effective July 1, 2018 - June 30, 2019 - 1.00% general wage increase**

	<b>Hire Rate</b>	<b>After 1 Yr.</b>	<b>After 2 Yrs.</b>	<b>After 3 Yrs.</b>	<b>4 Years or More</b>
	80%	85%	90%	95%	100%
Level I	\$19.31	\$20.52	\$21.73	\$22.93	\$24.14
Level II	\$14.60	\$15.51	\$16.43	\$17.34	\$18.25
Level III	\$11.78	\$12.52	\$13.26	\$13.99	\$14.73

**10% Differential Classification Rates Effective July 1, 2018 - June 30, 2019**

	<b>Hire Rate</b>	<b>After 1 Yr.</b>	<b>After 2 Yrs.</b>	<b>After 3 Yrs.</b>	<b>4 Years or More</b>
	80%	85%	90%	95%	100%
Level I	\$21.24	\$22.57	\$23.90	\$25.23	\$26.55
Level II	\$16.06	\$17.06	\$18.07	\$19.07	\$20.08
Level III	\$12.96	\$13.77	\$14.58	\$15.39	\$16.20

**Classification Rates Effective July 1, 2019 - June 30, 2020 - 1.00% general wage increase**

	<b>Hire Rate</b>	<b>After 1 Yr.</b>	<b>After 2 Yrs.</b>	<b>After 3 Yrs.</b>	<b>4 Years or More</b>
	80%	85%	90%	95%	100%
Level I	\$19.50	\$20.72	\$21.94	\$23.16	\$24.38
Level II	\$14.74	\$15.67	\$16.59	\$17.51	\$18.43
Level III	\$11.90	\$12.65	\$13.39	\$14.14	\$14.88

**10% Differential Classification Rates Effective July 1, 2018 - June 30, 2019**

	<b>Hire Rate</b>	<b>After 1 Yr.</b>	<b>After 2 Yrs.</b>	<b>After 3 Yrs.</b>	<b>4 Years or More</b>
	80%	85%	90%	95%	100%
Level I	\$21.45	\$22.80	\$24.14	\$25.48	\$26.82
Level II	\$16.22	\$17.23	\$18.25	\$19.26	\$20.27
Level III	\$13.09	\$13.91	\$14.73	\$15.55	\$16.37

B. In the event any employee is receiving a stipend over and above the base rate established for the classification, such percentage increase shall not apply to the stipend. Such stipend shall be personal to the incumbent for as long as the incumbent is employed in the same position; but shall expire when said incumbent is no longer employed in said position.

C. Paraprofessionals will be paid in 42 even paychecks throughout the school year. Effective July 1, 2018, all employees shall participate in direct deposit.

- D. Paraprofessionals assigned to specialized programs, specifically special education PreK, Voices, ABC, ATP, PAVE and Life Skills will be paid a 10% differential on their hourly wage. Paraprofessionals who are reassigned out of the designated programs by administrative practices will no longer be eligible for the differential.
- E. Any Paraprofessional who is working in one of the programs listed above must stay in that program for the remainder of that school year, regardless of the date in which he/she posted into the position. (e.g., if a paraprofessional posts into the position on July 1 or February 1, he/she may not post for an available vacancy until the subsequent July 1). The Board may in its discretion waive this requirement to meet the needs of its students and educational programs. Nothing in this section prevents a paraprofessional from applying for any vacancies posted between July 1 and August 15<sup>th</sup> in accordance with the “Vacancies and Transfers” Article.

**Section 17.2 - P**

Effective 7/1/07, each employee in classifications, Level I and Level II, shall receive a longevity payment to be paid in a separate check on the pay day prior to December 25<sup>th</sup> annually in accordance with the following:

<u>Complete Years of Service as of 7/1/99</u>	<u>Amount</u>
5	\$650.00
6-10	\$750.00
11-15	\$850.00
16-20	\$950.00
21-25	\$1,050.00
26 plus	\$1,650.00

An employee that remains employed until the end of the academic year will receive the longevity check the following December. The agreed pay out to these individuals is in no way retroactive to previous employees. Anyone hired after July 1, 2014 will not receive the longevity benefit.

**ARTICLE XVIII**  
**DISCIPLINARY PROCEDURE**

**Section 18.1 - P**

Warnings and disciplinary actions shall not be imposed except for just cause. The employee and the Union will be given written notification of any proposed disciplinary action.

**Section 18.2 - P**

Written warnings will be in effect for a two (2) year period from the date of issuance. After said (2) year period, the warning will be removed from the employee's personnel file, if there has been no repetition of the same offense.

1. Except in serious matters of employee misconduct, progressive disciplinary action will normally be followed. The normal order of such progression is verbal warning, written warning, suspension and dismissal.
2. There will be no disciplinary action without just cause.
3. The Union shall be notified in writing, whenever an employee is suspended or discharged. Such notification shall be made to the Union office as concurrently as possible with the discipline.

**ARTICLE XIX**  
**GRIEVANCE PROCEDURE**

**Section 19.1 - P**

The purpose of the grievance procedure shall be to settle employee grievances on as low an administrative level as possible.

**Section 19.2 - P**

A grievance for the purpose of this procedure shall be considered to be a complaint concerned with matters relating to interpretation and application of the Articles and Sections of this Agreement.

**Section 19.3 - P**

Any employee may use this grievance procedure with or without Union assistance. No grievance may be filed after twenty (20) working days of the event giving rise to it or after twenty (20) working days after the employee and the Union knew or should have known of such event.

Should an employee process a grievance through one or more of the steps provided herein prior to seeking Union aid, the Union may, at its discretion, process the grievance from the next succeeding steps following that which the employee has utilized.

For purposes of the grievance procedure "appropriate supervisor" shall mean their School Principal.

Employees meeting at Step One with the Business Manager shall move directly to Step Three if their grievance shall not have been disposed of to the satisfaction of the aggrieved.

### **STEP ONE - P**

Any employee who has a grievance shall reduce the grievance to writing and submit it to his/her appropriate supervisor for his/her department, within the time limit specified in the first paragraph above, who shall use his best efforts to settle the dispute. The appropriate supervisor shall meet with all parties concerned within three (3) working days of his receipt of the grievance and his decision shall be submitted in writing to the aggrieved employee and his representative, if he is represented, within five (5) working days of receipt of the grievance.

### **STEP TWO - P**

If the employee and his representative are not satisfied with the decision rendered by the appropriate supervisor, the Union may submit the grievance in writing to the Business Manager within ten (10) working days after the decision in Step One. The Business Manager shall meet with all parties concerned and the Council #4 Staff Representative within ten (10) working days of its receipt of the grievance and the Business Manager shall render his/her decision in writing to the employee and the Union within ten (10) working days of the hearing.

### **STEP THREE - P**

If the grievance shall not have been disposed of to the satisfaction of the aggrieved, either party, within ten (10) working days after the decision in Step Two (Step One if having met firstly with the Business Manager), may submit the grievance in writing to the Board of Education. The Board of Education or its designated committee shall meet with all parties concerned and the Council #4 Staff Representative within ten (10) working days of its receipt of the grievance and the Board of Education or its designated committee shall render its decision in writing to the employee and the Union within ten (10) working days of the hearing.

### **STEP FOUR - P**

If the grievance shall not have been disposed of to the satisfaction of the aggrieved, either party, within twenty (20) working days after the decision in Step Three, may submit the grievance to the Connecticut State Board of Mediation and Arbitration hereafter noted, and the decision rendered by such State Board shall be final and binding upon the parties.

The employer may also utilize the arbitration procedure outlined for the Union as indicated above.

### **Section 19.4 - P**

The Union shall be entitled to submit grievances in the name of the Local 1579 and in the same manner as is provided herein for employees.

### **Section 19.5 - P**

Time extensions beyond those stipulated in this grievance procedure may be arrived at by mutual agreement of the parties concerned.



**Section 19.6 - P**

Day stewards shall be allowed time off to investigate grievances and to discuss grievances with the appropriate authority without loss of pay.

1. When presenting grievances before any appropriate forum, the Local's President or Vice President, the Steward, the chairperson, aggrieved party and necessary witnesses shall attend without loss of pay.

**Section 19.7 - P**

Any agreement reached to dispose of a grievance prior to arbitration shall be implemented immediately unless otherwise agreed by the parties.

**ARTICLE XX  
NO STRIKE CLAUSE**

The Board agrees that there will be no lockout of any employee or employees during the life of this Agreement. The Union and the individual employees covered hereunder expressly agree that there will be no strike during the life of this contract.

**ARTICLE XXI  
BOARD PREROGATIVES**

The Board of Education has and will continue to retain, whether exercised or not, all of the powers specified in Conn. Gen. Stat. §10-220, which is incorporated herein by reference, and has and will continue to retain exclusively whether exercised or not, all of the rights, powers and authority not specifically relinquished, abridged, or limited by the provisions of this agreement; it shall have the sole right, responsibility and prerogative of management of all of the affairs of the schools and the direction of the working forces including but not limited to the following:

- a. To determine the care, maintenance and operation of its facilities and equipment used for and on behalf of the purposes of the Board of Education;
- b. To establish or continue policies, practices and procedures for the conduct of school business, and from time to time, to change or abolish such policies, practices, or procedures, provided the employees are notified in writing of such changes;
- c. To employ, transfer, or promote employees, to demote employees for just cause, or to lay off, terminate, or otherwise relieve employees from duty

for lack of work, budgetary cuts or other legitimate reasons when it should be in the best interest of the Board or of the schools (which rights shall include the right to contract or subcontract Board operations);

- d. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the schools; provided the employees are notified in writing of such rules;
- e. To establish job descriptions and job classifications, and, from time to time, change such job descriptions and job classifications, and to ensure that incidental duties connected with departmental operations whether enumerated in job description or not, shall be performed by the employees;
- f. The above rights responsibilities and prerogatives are inherent in the Torrington Board of Education and the Superintendent of Schools and are not subject to delegation in whole or in part.

## **ARTICLE XXII** **MISCELLANEOUS**

### **Section 22.1 - Pronouns - P**

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

### **Section 22.2 - Mileage/Reimbursement - P**

Employees using their own vehicles, with authorization, for school purposes, shall be compensated by the IRS mileage allowance rate per mile, including assignments outside the City of Torrington.

### **Section 22.3 - Meeting Place - P**

The Board shall make available to the Union, upon request, and without charge, a suitable meeting place in a school building for Union meetings provided that the use is not in conflict with other school programs and does not result in additional cost to the Board.

### **Section 22.4- No Contracting Out - P**

The parties hereby recognize the settlement agreement between them dated November 6, 1991 is effective.

**Section 22.4.1 - Subcontracting/Assigning-out in accordance with Law - P**

The Board agrees that it will not sub-contract or assign-out bargaining unit work except in accordance with applicable law.

**Section 22.5 - Break Time - P**

The Employer recognizes that bargaining unit members may have to leave the classroom or work assignment for brief periods on a reasonable basis.

**Section 22.6 - Pay Period - P**

Employees shall be paid weekly, on the Thursday following the week of work. The practicality of implementing a pilot program concerning annual pay being spread evenly through the year will be determined no later than August 1, 2005.

**Section 22.7 - Copies of Agreement - P**

The Board shall provide the Council 4 Representative with six (6) original signature documents of the Agreement within thirty (30) days of ratification by the Board. The Union shall prepare the documents for signing for the above provision.

**Section 22.8 - Duty Assignments (Non-Instructional) - P**

Non-instructional duties shall be assigned in a fair and reasonable manner.

**Section 22.9 - Savings Clause - P**

If any Section, sentence, clause or phrase of the Agreement shall be held for any reason to be inoperative, void or invalid, the validity of the remaining portion of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement that no portion thereof, or provision herein, shall become inoperative or fail by reason of the invalidity of any other portion or provision.

**Section 22.10 - Early Dismissal/Late Start - P**

When school is dismissed early employees shall be allowed to leave, once students are dismissed, with no loss of pay when the dismissal is unscheduled. During High School exam days employees may leave when students leave or work the full day. Hours worked will be paid. On scheduled early dismissals not associated with a holiday or the last day of school, for the purpose of professional development or to complete assigned paraprofessional duties, the Board at its discretion may require Paraprofessionals to remain at work and attend professional development classes provided by the Board and/or to complete such duties. If no professional training is available Paraprofessionals shall be allowed to leave after completion of any such duties, once students are dismissed, with no loss of pay.

When employees are notified that school will be starting late and provided the employee reports to work within one-half (1/2) hours after school starts, the employee shall receive their regular day's pay for said late start.

**Section 22.11 - Performance Evaluations - P**

Annual performance evaluations will be conducted by the employee's direct supervisor. All employees will be notified who their direct supervisor is at the start of every school year. Evaluations will be signed off by the supervisor and employee. Completed evaluations will be filed in the employee's personnel file.

Employees who receive an unsatisfactory evaluation shall have the right to file a rebuttal, which will be attached to the evaluation and placed in the employee's personnel file.

**Section 22.12 - Information Requests**

The Union may request the following bargaining unit information once annually. Such information shall include the following for each bargaining unit member: a) name; b) position; c) home address; d) home telephone number and e) work email addresses.

**Section 22.13 - New Employee Orientation**

The Union shall have the right and opportunity to hold an orientation session with all newly hired employees. This orientation session shall be for the purpose of explaining the new employee's contractual rights and introducing him/her to the Union. The orientation will be held within fifteen (15) days of the employee's hire date and shall be during working hours at a time agreed to by the employee's immediate supervisor, not to exceed thirty (30) minutes in duration.

**Section 22.14 - Access to Work Locations**

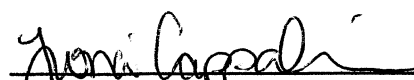
The Board agrees that Union representatives shall be permitted to enter the premises of the employer at reasonable times for the purpose of transacting Union business, provided such business does not interfere with the operations of the Board and/or employees' job duties.

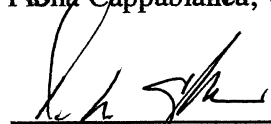
**ARTICLE XXIV**  
**DURATION**

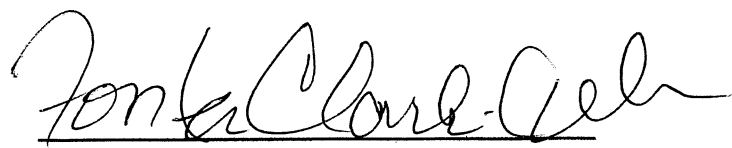
**Section 24.1 -P**

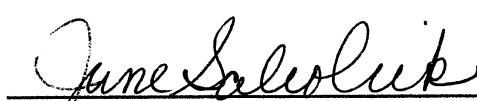
This Agreement shall be effective upon ratification and effective retroactive only as specifically indicated herein, and shall remain in full force and effect through June 30, 2020. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not later than January 31, 2020, of its desire to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) days following such notice. This Agreement shall remain in full force and effect during the period of negotiations.

IN WITNESS WHEREOF, the parties have caused their names to be signed on this 29 day of November, 2017.


  
Fiona Cappabianca, Chairperson


  
Denise Clemons, Superintendent

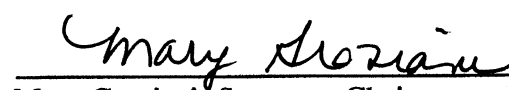
  
Fonta Clark-Cole, President

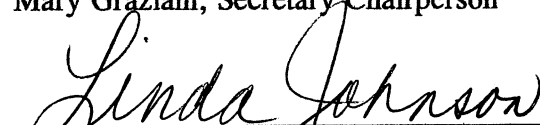
  
June Sabolcik, Vice President

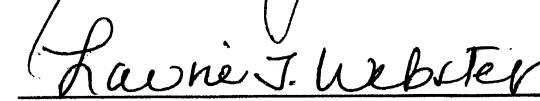
  
Carol Slusarski, Cafeteria Chairperson

  
Craig Audia, Custodian Chairperson

  
Sheila Pekrul, Paraprofessional Chairperson

  
Mary Graziani, Secretary Chairperson

  
Linda Johnson, Nurse Chairperson

  
For CT Council 4, AFSCME, AFL-CIO  
Laurie Webster, Staff Representative