

**AGREEMENT**  
**BETWEEN THE**  
**WATERFORD BOARD OF EDUCATION**  
**AND THE**  
**LOCAL 1303-209 OF COUNCIL #4. A.F.S.C.M.E.**

**JULY 1, 2005 THROUGH JUNE 30, 2008**

*10/16/05*

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## **RECOGNITION**

The Waterford Board of Education (hereinafter referred to as the Board) recognizes Local 1303-209 of Council #4, A.F.S.C.M.E, AFL-CIO (hereinafter referred to as the Union), for the purpose of the professional negotiations as the exclusive representative for all para-professional employees working twenty (20) hours or more per week for the purpose of and with the rights and privileges as provided by Chapter 113 of the Connecticut General Statutes and provided by Case No. ME-5809, Decision No. 1924, of the Connecticut State Labor Board.

## **ARTICLE I** **BOARD RIGHTS, RESPONSIBILITIES AND PREROGATIVES**

1. It is recognized both by the Board and the Union that the Board has and will continue to retain, whether exercised or not, the sole right, responsibility and prerogative to direct the operation of the public schools in the Town in all its aspects including, but not limited to, the following: to maintain good public elementary and secondary schools and provide such other educational activities as in its judgment will best serve the interests of the Town; to give children of the Town as nearly equal advantages as may be practicable; to decide the need for school facilities; to determine the care, maintenance and operation of buildings, lands, apparatus and other property used for school purpose; to determine the number, age and qualifications of the pupils to be admitted into each school; to employ, assign and transfer employees; to suspend or dismiss the employees of the schools which shall be attended by the various children within the Town; to make such provisions as 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 whenever it is reasonable and desirable; to prescribe rules for the management, studies, classification and discipline for the public schools; to decide the textbooks to be used; to make rules for the arrangement, use and safekeeping of the school libraries and to approve the books selected thereof; to approve plans for school buildings; to prepare and submit budgets and, in its sole discretion, expend monies appropriated by the Town for the maintenance of the schools, and to make such transfers of funds within the appropriated budget as it shall deem desirable. These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with or in violation of any of the specific terms and provisions of this Agreement. No action taken by the Board with respect to such rights, responsibilities and prerogatives, other than as there are specific provisions herein elsewhere contained, shall be subject to the grievance and arbitration provisions of the Agreement.
  
2. Subject to the provisions of this Agreement, the Board and the Superintendent of Schools reserve and retain full rights, authority and discretion, in the proper discharge of their duties and responsibilities, to control, supervise and manage the Department of Education and its paraprofessional staff under governing law, ordinances, rules and regulations--municipal, state and federal.

**ARTICLE II**  
**UNION SECURITY AND DUES DEDUCTION**

1. All employees within the bargaining unit shall become and remain members of the Union or pay a service fee equal to Union dues as a condition of continuing employment not later than forty (40) days after their date of hire. An agency fee payer may apply to the A.F.S.C.M.E. International Union for a rebate in accordance with the Union's existing procedure.
2. Upon receipt of individual written authorization from Union members, the Board agrees to deduct Union dues monthly, each full month worked, from earned wages and remit promptly to Local 130-209 of Council #4, A.F.S.C.M.E., AFL-CIO, not later than the last day of each month.
3. The Union agrees to indemnify and to hold the Board harmless against any and all claims, demands, suits or other forms of liability that shall, or may, arise out of, or by reason of, action taken by the Union of Board for the purpose of complying with the provisions of this article.

**ARTICLE III**  
**UNION BULLETIN BOARD**

1. The Board of Education will designate one (1) existing bulletin board, in a location convenient for employees' perusal, at each school in which paraprofessionals normally work. The bulletin board will be designated by the building administrator.
2. The bulletin boards are to be used by the Union and the Union agrees that material posted will not contain propaganda against or attacks upon the Board or its representatives. All material posted shall be in good taste.

**ARTICLE IV**  
**NOTICE OF VACANCIES**

1. Notice of vacancies and/or new positions shall be posted on the Union-bulletin boards for ten (10) working days. Any person interested in the position must apply, in writing, within ten (10) working days from the day of initial posting.
2. The President of the Union shall be notified prior to the posting of the vacancy and/or new position.
3. In case of a transfer, if qualifications are equal as determined by the Board in its sole discretion, seniority will be considered.
4. A. All vacancies shall be posted internally for ten (10) working days before being advertised externally.

- B. All bargaining unit members who apply for a vacant position shall be interviewed before outside candidates.
- C. Bargaining unit members not chosen for the vacancy may request written reasons for their non-selection.
- D. When a vacancy occurs during the summer break, all bargaining unit members shall be notified by letter at their last address on file with the District.
- E. The administration shall request input from the union representative into the process of creating job descriptions.

**ARTICLE V**  
**GRIEVANCE PROCEDURE**

To secure, at the lowest possible level of employer-employee relationship, solutions to problems which may arise concerning the interpretation of any provisions of this Agreement, all disputes between either a paraprofessional and the Board or between the Union and the Board concerning the interpretation of any provision of this Agreement shall be dealt with as follows:

1. Definitions

- A. A grievance shall mean a complaint by a paraprofessional that his/her rights under the specific language of this Agreement have been violated or that as to him/her there has been a misapplication of misinterpretation of a specific provisions of this Agreement.
- B. A “party in interest” is a paraprofessional or the Union.

2. Procedures

Step 1: A party in interest having a grievance shall first notify his/her principal within thirty (30) calendar days of when he/she knew or should have known of the incident. If a solution is not reached within five (5) calendar days after its submission, then the paraprofessional may proceed to Step 2.

Step 2: A party in interest with grievance shall, within five (5) calendar days of the denial of the grievance by the principal, make a written statement and then shall discuss it with his/her principal and the Union’s representative. If the grievance is not resolved within five (5) calendar days thereafter, a written statement shall be given within five (5) calendar days by the principal for use on Step 3.

Step 3: The grievance shall be discussed by the Superintendent and the party in interest. If the grievance is not resolved within five (5) calendar days after submission, a written statement shall be given within five (5) calendar days for use on Step 4.

Step 4: The grievance shall be discussed by the Board and the parties in interest within thirty (30) calendar days. The Board shall make a written statement of the action taken within thirty (30) calendar days of its submission.

Step 5: If the grievance is not solved under the above grievance procedure, the party in interest may, within thirty (30) calendar days after the written statement by the Board of Education, submit the matter to the State Board of Mediation and Arbitration for binding arbitration. Any charges by the arbitration board shall be shared fifty (50%) percent by the Board. The arbitrator shall hear and decide only one (1) grievance in each case. Such arbitration shall be binding upon both parties.

3. General Provisions

- A. Either party in interest may participate in the grievance procedure without jeopardizing its standing in the school community.
- B. Parties in interest may be represented by counsel, the union or any representative of their choosing beginning at Step 2.
- C. All documents, communications and records germane to the processing of a grievance shall be filed separately from the permanent of any party in interest.
- D. Only the Union or the Board can process grievances into arbitration.

**ARTICLE VI**  
**RESIGNATIONS**

A signed, written notice of resignation should be filed with the Superintendent of Schools at least two (2) weeks in advance of separation.

**ARTICLE VII**  
**WORKDAYS AND WORK YEAR**

- 1. Workdays:  
The normal hours for paraprofessionals shall not be less than twenty (20) hours per week or more than forty (40) hours per week.

2. Work Year:  
The regular work year for paraprofessionals shall consist of one hundred eighty three (183) days. If any employee works beyond one hundred eighty three (183) days, the Superintendent of Schools and the Union shall negotiate the additional hours or days that must be worked.
3. At the request of the administration, paraprofessionals shall attend meetings after their normally scheduled workday, not to exceed one hour per week. Paraprofessionals shall be paid their regular rate for such time.
4. When paraprofessionals are dismissed early by their respective building principals, they shall be paid for a full day's work. On scheduled shortened days paraprofessionals shall work and be paid for five hours.

### **ARTICLE VIII** **MILEAGE**

If an employee is required to use his or her automobile for transportation as part of his or her workday, not including the travel to and from work, the Board of Education shall reimburse him or her at the rate of not less than the established Board rate, as may amended during the term of this Agreement.

### **ARTICLE IX** **INSURANCE BENEFITS**

1. Payment for the following shall be made by the Board of Education for requesting members who have completed at least five years of continuous employment in a position within this bargaining unit. Employees must have worked at least ninety (90) days during a contract year in a position within the bargaining unit to be credited with a year of continuous employment.
  - A. Ninety percent (90%) of the cost of the CCM Century Preferred PPO with the following co-pay features (summary only):

#### **In Network**

- \$50 Hospital
- \$25 Outpatient Surgery (no maximum)
- \$25 Emergency Room
- \$5 Home and office (no maximum)

Drugs: Managed Public Sector  
3-Tier Formulary Plan:  
\$ 5 generic, \$10 brand,  
\$15 non-formulary;  
2X copay for mail order  
(90-100 day supply) (\$2,000 maximum)

**Out of Network**

The employee will pay \$200, \$400, \$500 deductible, then 20% to \$2,000, \$4,000, \$5,000; 0% on customary and usual charges thereafter.

See Blue Cross/Blue Shield Master Group Policy for the Century Preferred Plan for more specifics.

- B. Ninety percent (90%) of the cost of a family full service dental plan (equivalent to Blue Cross full service dental plan) as selected by the Board
  - C. One hundred percent (100%) of the premium for a thirty thousand dollar (\$30,000) term life insurance policy, the carrier to be determined at the sole discretion of the Board. The employee may purchase additional insurance through Royal Maccabees Life Insurance Company (or equivalent) up to \$250,000 at no cost to the Board.
2. Payment at a fifty percent (50%) co-pay level will be made for requesting members who have completed less than five years of continuous employment in a position within this bargaining unit for benefits in (a) and (b) above. Benefit ( c ) above will be provided at the one hundred percent (100%) level.
  3. Employees eligible for insurance benefits as described in Paragraph 1 (90 percent co-pay level), and who waive their eligibility, shall receive in October of the school year a lump sum payment of five hundred dollars (\$500) for single coverage, seven hundred and fifty dollars (\$750) for two-person coverage, and one thousand dollars (\$1000) for family coverage. To be eligible for this lump sum payment, one must be a member of the bargaining unit on October 1. Notice of intention to waive insurance coverage must be received by the Business Office no later than May 1, to be effective in the following contract year and thereafter until further notice. Waiver of premium procedures must be acceptable to the insurance carrier.
  4. Employees eligible for insurance benefits as described in Paragraph 2 (50 percent co-pay level), and waive their eligibility, shall receive in October of the school year a lump sum payment of two hundred fifty dollars (\$250) for single coverage, three hundred and seventy-five dollars (\$375) for two-person coverage, and five hundred dollars (\$500) for family coverage. To be eligible for this lump sum payment, one must be a member of the bargaining unit until October 1. Notice of intention to waive insurance coverage must be received by the Business Office no later than May 1, to be effective in the following

contract year and thereafter until further notice. Waiver of premium procedures must be acceptable to the insurance carrier.

- 5 Individual paraprofessionals may have the option of purchasing at group rates any insurance benefits provided to other bargaining units through payroll deduction on the second payday of the month.
6. The Board shall maintain a Section 125 Salary Reduction Agreement (RA) which will be designed to permit exclusion from taxable income the employee's share of health insurance premiums. Within said Salary Reduction Agreement, the Board shall also maintain a flexible spending account, for the purpose of enabling eligible employees to divert a portion of their gross salaries, prior to reduction for federal income taxes, by a minimum of \$100 to a maximum of \$3,000 per plan year for health reimbursement, and by a minimum of \$500 to a maximum of \$5,000 per plan year for dependent care, into an account from which, during the course of the plan year, they can be reimbursed for health care costs and dependent care costs they or their covered dependents incur which are not covered by the medical or dental plans described above, including but not limited to their share of the premium costs for such plans. The following provisions will apply.
  - (a) Under no circumstances will the Board be required to contribute any monies to the RA Plan or to any account established pursuant thereto.
  - (b) Each employee desiring to participate in the RA Plan must apply for participation and enroll by submitting completed forms provided by the Board thirty (30) days prior to December 1 of each plan year in which he or she desires to participate.
  - (c) Each employee accepted as participant in the RA Plan must, thirty (30) days prior to September 1, inform the Board in writing of the amount he/she wishes to contribute to the account during the plan year (a minimum of \$100 to a maximum of \$3,000 per plan year for health reimbursement, a minimum of \$500 to a maximum of \$5,000 per plan year for dependent care), which shall be divided by the number of payroll periods scheduled for the plan year to determine the amount to be deducted from each paycheck during that plan year.
  - (d) As a condition precedent to the establishment of an account under the RA Plan, the employee must submit to the RA Plan Administrator, on forms approved by the Board, written authorization for the Board to deduct from his or her salary, the amounts to be diverted to his or her RA Plan Account, which shall be the same amount from each paycheck issued during the plan year. As a further condition, the employee shall pay, by authorized automatic payroll deduction, the monthly charge for participation in said plan attributable to him.
  - (e) Unexpended balances in each RA Account at the end of each plan year will be forfeited in accordance with legal requirements. The RA Plan will be governed by the terms of the RA Plan description. It is intended that the RA Plan shall be interpreted, whenever possible, to comply with such terms of the Internal Revenue Code. In the event the RA Plan Administrator determines, before or during any

plan year, that the RA Plan may fail to satisfy any non-discrimination requirement if imposed by the Code or limitation on benefits to certain participants, the RA Plan Administrator shall take such action as he/she deems appropriate under rules uniformly applicable to similarly situated participants.

- (f) The Board makes no representations or guarantees as to the initial or continued viability of such a salary reduction agreement, and shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax-exempt status of employee insurance premium contributions. So long as the Board makes a good faith effort to comply with this paragraph, neither the Association or any member of the bargaining unit covered with this Agreement shall make any claim or demand, nor maintain any action against the Board or any of its members or agents for taxes, penalties, interest or other cost or loss arising from a flaw or defect in the salary reduction agreement, or from a change in law which may reduce or eliminate the employee tax benefits to be derived therefrom. Notwithstanding the enactment of Section 125 for the pre-tax payments of health insurance contributions by the employee, all other benefits under this Agreement based upon salary shall include the full salary of the employees.
- 7. The Board may provide the type of insurance listed in this article through carriers other than those named above provided said insurance is at least equal or better in coverage and benefits.
- 8. Upon retirement and after the completion of twenty (20) continuous years of service, an employee 60 years old or older may participate in the Board's group health insurance plan at his/her own expense all in accordance with the terms of the carrier or third party administrator, as the case may be, until such time as said employee becomes eligible for Medicare or a comparable government program.

**ARTICLE X**  
**SENIORITY**

- 1. Seniority is hereby defined as the employee's total length of continuous service with this bargaining unit. Seniority shall be considered broken and the employee shall forfeit all rights and benefits under this Agreement for such reasons as resignation or separation, discharge, layoff of more than two (2) years, overstaying a leave of absence and/or taking a leave of absence for the purpose of working at another occupation.
- 2. During the month of October, the Superintendent or designee will annually furnish the Union with a seniority list showing the length of service each of the employees in the bargaining unit. Members who believe their seniority has been incorrectly calculated may submit a request for change of seniority to the Superintendent of Schools or designee prior to December first. If changes to the seniority list are made as a result of these requests, the Superintendent or designee will so notify the Union prior to December tenth. Thereafter,

unless the Union files a grievance within ten workdays of receipt of same, the list shall be considered correct for all purposes under this contract.

3. No employee shall attain seniority or other rights under the Agreement until he/she has been continuously in a bargaining unit position on the payroll of the Board for a period of forty (40) workdays. During such period, he/she shall be on probation and may be terminated by the Board in its sole discretion for any reason whatsoever, and neither the employee nor the Union, on his/her behalf, shall have recourse to the grievance procedure provisions of this Agreement.
4.
  - A. In the event the Board chooses to lay off employees or reduce the work schedule, those actions shall be based upon the requirements of the position in question, qualifications of the employee, ability of the employee and the needs of the Waterford school system. In the event that the above factors are equivalent for two or more employees being considered, seniority shall be the determining factor. Seniority shall be determined by the date of the letter of hire. For layoffs effective at the commencement of the school year, employees shall be notified no later than July 15, preceding the layoff.
  - B.(1) Employees on layoff shall retain rights for a period of two years from date of layoff. Laid-off employees shall be recalled based upon seniority, the senior employee being recalled first, provided that the recalled employee is capable of performing the work involved in the open position. Recalled employees shall undergo a 40 day qualifying period as described in paragraph 3, except if they are recalled within one year of the date of layoff.
  - B.(2) Employees who fail to qualify shall be returned to the recall list in accordance with their seniority.
  - B.(3) Employees on the recall list who are offered a position must accept that position within 10 working days. Failure to accept the position shall result in the employee's loss of recall rights unless it is mutually agreed between the parties that the employee remain on the recall list.
5. Decisions to transfer employees shall be based upon the requirements of the position in question, qualifications of the employees, the abilities of the employees, and the needs of the Waterford School System. In the event that the above factors are equivalent for two or more employees being considered for transfer, seniority shall be the determining factor in the decision. Seniority shall be determined by the date of their letter of hire.

#### **ARTICLE XI** **SEVERABILITY**

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

**ARTICLE XII**  
**NO LOCKOUT OR STRIKE**

Pursuant to Connecticut General Statutes Section 7-467 (the Municipal Employee Relations Act), all employees included in this Agreement shall not hinder the Board's operation by strike, work stoppage or other unlawful activity, and the Board shall not pursue lockout tactics in any part of its operations. Further, the Union shall do everything in its power to ensure compliance with this section and the laws of the State of Connecticut.

**ARTICLE XIII**  
**GENERAL**

1. This contract constitutes the entire Agreement between the Board and the Union and fully settles any and all demands and issues for the term of the contract with respect to any and all matters subject to negotiation.
2. For the duration of this contract, the Board and Union expressly waive any right to negotiate, and each agrees that the other shall not be obligated to negotiate with respect to any subject or matter which is subject to negotiation whether or not such subject or matter is specifically referred to herein. However, if both parties agree to negotiate any subject or matter that is subject to negotiation, such negotiations may commence at once.
3. A list of all employees in the bargaining unit shall be kept at the Human Resources office. The list shall include names, addresses and school assignments. It shall be updated at least once annually in the month of October. A copy of each update shall be provided to the president of the bargaining unit.
4. No paraprofessional (except those assigned to the computer lab) shall be solely responsible for the instruction of a classroom of children for more than one day, except in the case of an emergency.
5. The formula for determining each employee's annual salary will be distributed to all new employees upon their date of hire and for existing personnel by October 1, of each year.
6. Should the Board request that negotiations for any successor agreement take place during the work day, up to seven (7) members of the bargaining unit may serve on the Union's bargaining committee without loss of pay.

**ARTICLE XIV**  
**WAGE SCHEDULE**

**2004 - 05 THROUGH 2007 - 08 WAGE SCHEDULE**

<b><u>STEP</u></b>	<b>2004 - 05</b>	<b>2005 - 06</b>	<b>2006 - 07</b>	<b>2007 - 08</b>	<b>Step</b>
1	11.33	11.61			
2	11.63	11.92	12.05		
2A		12.16	12.29		
3	12.11	12.41	12.54	12.66	1
4	12.60	12.91	13.05	13.07	2
5	13.10	13.42	13.57	13.59	3
5A		13.64	13.79	13.98	4
6	13.53	13.86	14.01	14.20	5
7	14.02	14.36	14.52	14.54	6
8	14.46	14.82	14.98	15.00	7
8A			15.39	15.41	8
9	14.89	15.34	15.80	16.27	9

Note(s):

In 2005 - 06, 2006 - 07 & 2007 - 08 employees not on Step 9 advance 1 step.

In 2005 - 06 Steps 2A & 5 A are added

In 2006 - 07 Step 8A is added, Step 1 is deleted.

In 2007 - 08 Steps 2 & 2A will be deleted.

For purpose of step advancement:

- A. Employees must have completed at least one continuous year of service prior to the beginning of a contract year.
- B. Employees must have worked at least ninety (90) days during a contract year in a position within the bargaining unit to be credited with a year of continuous employment.
- C. Step advancement on the above wage schedule is illustrated in Appendix A of the contract.

At the beginning of the new contract year, employees who meet one of the above requirements will be credited with one (1) year of continuous service and will move up one step.

Beginning with 2006-07 school year, employees shall be paid wages by electronic deposit to a qualified financial institution of their choice and shall have the option of receiving twenty-six (26) bi-weekly payments of their annual wages upon appropriate and timely notice to the business office.

Longevity:	<u>Annual Longevity Payment</u>	Completed years Of Service	Payment
		5	\$175.00
		10	\$275.00
		15	\$375.00
		20	\$475.00

A. Employees shall receive payment for longevity, when applicable, on the pay period following their anniversary date.

**ARTICLE XV**  
**LEAVE**

1. Each employee shall be allowed a maximum of six (6) days' leave per year, noncumulative, with no pay deduction. For the following reasons:
  - A. Death in the immediate family
  - B. Religious holidays
  - C. Legal matters
  - D. Legitimate personal business
2. Immediate family as used in Section 1 (a) of this article shall be limited to spouse, parents, grandparents, children (either natural or adopted), grandchildren, siblings or in-laws.
3. The Superintendent of Schools is authorized to grant additional days' leave upon request.
4. Application for leave as provided above shall be made in writing to the principal at least seventy-two (72) hours before leave is to be granted, except in cases of illness or emergencies. Where the request for personal leave is made pursuant to Section 1 (d) above, the reason for the absence shall be discussed with the principal and such reason shall not be required to be written.

**ARTICLE XVI**  
**LEAVES WITHOUT PAY**

1. Leaves of absence without pay for legitimate reasons may be granted at the sole discretion of the Board or its designee for a limited, definite period not to exceed one (1) year.

2. For leaves of duration of thirty (30) days or more, at least sixty (60) days prior to the anticipated commencement of such leave of absence applications must be made in writing to the Board and the Superintendent stating the reason for the request and the length of time desired. For leaves of less than thirty (30) days duration, written request must be made as soon as possible but, except in cases of emergency, no later than two (2) weeks prior to the anticipated commencement of such leave. A leave of absence expires automatically at the date of expiration approved for the leave. If an extension is required, it must be approved by the Board.
3. Maternity disability leave for the purpose of bearing children shall be granted in accordance with applicable federal and state law. The Board will grant leaves in accordance with the Family and Medical Leave Act of 1993.
4. It is expected that, as far as possible, leave will be so arranged as to begin or end at the close of the School year.
5. Accumulated seniority shall not be lost during the leave of absence.
6. Employees shall re-enter if there is an open position at a step to be no higher than one (1) above the one he/she was receiving at start of the leave.
7. No guarantees of any sort as to reinstatement or granting of this leave are made.
8. Within one (1) year from the termination of leave, the employee shall have recall rights as set out in Article X, Section 4b, to an open position.
9. Insurances may be continued at employee's expense during leave of absence for a period of up to 18 months provided payment is made on a timely/monthly basis.

**ARTICLE XVII**  
**SICK DAYS**

1. Paraprofessionals who have completed their probationary period shall be granted annually fifteen (15) days of sick leave with full pay. Sick leave may be accumulated to one hundred eighty (180) days. Each paraprofessional shall be notified on their pay stub of the amount of his or her accumulated sick leave. Paraprofessionals returning from any leave shall retain prior accumulated, unused sick leave, but do not accrue sick leave during unpaid leave of absences.
2. Upon retirement, or death after 10 years of service, the Board will make payment to the individual Employee, or his or her estate, for up to forty (40) days' accumulated sick leave.

**ARTICLE XVIII**  
**HOLIDAYS**

1. Paraprofessionals shall receive nine (9) paid holidays as follows:

- |                 |                  |
|-----------------|------------------|
| Labor Day       | Thanksgiving Day |
| Veteran's Day   | Good Friday      |
| President's Day | Columbus Day     |
| Memorial Day    | Christmas Day    |
| New Years Day   |                  |

2. Labor Day shall be a paid holiday in those years classes commence before Labor Day. To retain nine paid holidays in those years classes commence after Labor Day, Employees shall be paid an additional holiday for the Day After Thanksgiving.

**ARTICLE XIX**  
**RETIREMENT**

The terms of retirement shall be as determined by the State of Connecticut Merf B Plan.

**ARTICLE XX**  
**DISMISSALS**

No employee who has completed his or her probationary period shall be suspended or discharged without just cause.

**ARTICLE XXI**  
**SAFETY AND HEALTH**

The Board shall assure paraprofessionals work in a safe work environment.

**ARTICLE XXII**  
**EDUCATION AND TRAINING**

1. When, in the judgement of the Superintendent, a course for which reimbursement is requested will make a meaningful contribution to a more effective performance of the duties to which the staff member is assigned or would enhance professional growth, then such reimbursement may be granted. If possible, courses must have approval of the Superintendent at least fifteen (15) days prior to the start of the course. A maximum of up to \$300.00 will be allotted for each course upon satisfactory completion of said course. The Board of Education will provide an annual account of one thousand dollars (\$1000). This account may not be overexpanded.

2. Course reimbursement is payable in one lump sum in the second April paycheck of the school year. Paraprofessionals must submit an official grade report or an official transcript of the approved course(s) and a copy of the bill for tuition and fees. In order to receive payment in April of a contract year, all paperwork must be submitted by March 1. Reimbursement requests received after March 1 will be held over until the following year's payment. All paraprofessionals must be employed by the Waterford Board of Education at the time the payment is made in order to receive reimbursement.

**ARTICLE XXIII**  
**DURATION**

1. The provisions of this Agreement shall be effective as of July 1, 2005 and shall continue and remain in full force and effect to and including the thirtieth day of June, 2008.
2. This contract shall be automatically renewed from year to year unless either party shall notify the other in writing by certified or registered mail at least one hundred twenty (120) days prior to the termination date (or, if renewed, the anniversary date). Any terms, provisions or benefits arising under a subsequent agreement shall not be applied retroactively except wages. However, if the first work day of any school year occurs prior to September first (1st), then all terms and conditions of this Agreement for that school year will commence on the first work day.

SIGNED:

SIGNED:

\_\_\_\_\_  
Tim Oppenheimer, Staff Representative  
AFSCME AFL-CIO  
Council # 4

\_\_\_\_\_  
Kathleen McCarty, Chairperson  
Waterford Board of Education

\_\_\_\_\_  
Co-President

\_\_\_\_\_  
Susan Sullivan, Co-President

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPENDIX A

**2004 - 05 THROUGH 2007 - 08 WAGE SCHEDULE**

<u>STEP</u>	<u>2004 - 05</u>	<u>2005 - 06</u>	<u>2006 - 07</u>	<u>2007 - 08</u>
1	11.33	11.61	11.74	11.75
2	11.63	11.92	12.05	12.06
2A		12.16	12.29	12.31
3	12.11	12.41	12.54	12.66
4	12.60	12.91	13.05	13.07
5	13.10	13.42	13.57	13.59
5A		13.64	13.79	13.98
6	13.53	13.86	14.01	14.20
7	14.02	14.36	14.52	14.54
8	14.46	14.82	14.98	15.00
8A			15.39	15.41
9	14.89	15.34	15.80	16.27

Note(s):

In 2005 - 06, 2006 - 07 & 2008 - 09 employees not on Step 9 advance 1 step.

In 2005 - 06 Steps 2A & 5 A are added

In 2006 - 07 Step 8A is added, Step 1 is deleted.

In 2007 - 08 Steps 2 & 2A will be deleted.