



**AGREEMENT**

**Between**

**THE LEDYARD BOARD OF EDUCATION**

**And**

**THE LEDYARD PARAPROFESSIONALS**

**LOCAL 784 of COUNCIL #4 AFSCME, AFL-CIO**

**July 1, 2020-June 30, 2024**

*June 16, 2021*

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## **PREAMBLE**

This Agreement is made and entered into by and between the Ledyard Board of Education (hereinafter referred to as the “Board”) and Local 784 of Council #4, AFSCME, AFL-CIO (hereinafter referred to as the “Union”). The word “employee” as used herein refers to bargaining unit members. The terms “Superintendent of Schools” and “Superintendent” shall include the Superintendent and/or his/her designee(s).

## **ARTICLE 1** **RECOGNITION**

The Ledyard Board of Education recognizes and certifies the Ledyard Paraprofessionals, affiliated with Local 784 of Council 4, AFSCME, AFL-CIO, as exclusive bargaining representative for all paraprofessionals who are regularly scheduled to work twenty (20) hours or more per week for the purpose of, and with all rights and privileges as provided by, the Municipal Employee Relations Act in accordance with the Certification of Representative. The Union will provide a copy of this Agreement to each employee. This Agreement shall also be posted on the Board’s website.

## **ARTICLE II** **UNION SECURITY AND PAYROLL DEDUCTION**

### **Section 2.1**

The Board agrees to deduct from the salaries of an employee the membership dues and/or fees for the Union when (and for as long as) such employee individually and voluntarily authorizes the Board to do so, in accordance with the law.

### **Section 2.2**

The amount to be deducted will be specified in writing from and certified by a Council 4 Representative prior to the commencement of this Agreement and prior to the opening of school each year; said amount may be increased or decreased at any time with a thirty (30) day written notice prior to the effective date of any change by said Union Representative to the Board.

### **Section 2.3**

Deductions as provided above shall be remitted to Council 4 office of the Union not later than thirty (30) days after such deductions have been made, along with initial list of the employees from whom the deductions have been made. Thereafter, the

Union will be informed in writing on a monthly basis of additions or deletions from the list.

**Section 2.4**

The Union agrees to indemnify and to hold the Board and its agents harmless against any and all claims, demands, suits, liabilities, litigation, counsel fees and other claims or costs arising from any action taken by the Board and its agents for the purpose of complying with the provisions of this Article.

**ARTICLE III**  
**HOURS OF WORK AND OVERTIME**

**Section 3.1**

The normal work week shall be Monday through Friday. Any employee working more than forty (40) hours per week shall be paid overtime at one and one-half (1 ½) time his or her regular rate of pay. All overtime work shall be subject to written approval in advance by the Superintendent or his/her designee.

**Section 3.2**

The work year shall consist of a minimum of 180 student days plus two (2) days for professional learning activities. In addition, the Administration may schedule up to five (5) days for professional development as scheduled by the Board.

**Section 3.3**

The Board of Education will make every effort to notify members of their assignments by August 15<sup>th</sup> of each school year. This notification shall include school assignment and hours of work. The Union acknowledges that assignments are subject to change throughout the school year, at the discretion of the Administration.

**Section 3.4**

Upon request, the Board shall prepare a list of all employees covered by this agreement showing their seniority in length of service with the Board of Education and electronically deliver it to the Union President by October 1<sup>st</sup> of each school year.

**ARTICLE IV**  
**PROMOTIONS, VACANCIES, AND TRANSFERS**

**Section 4.1**

Postings in the bargaining unit will be emailed to all employees covered under this agreement and will remain open for five (5) calendar days.

**Section 4.2**

In the event new positions in the bargaining unit are created, or when bargaining unit vacancies occur which are to be filled, existing bargaining unit members who apply shall be given reasonable consideration before the hiring of an outside applicant. Job openings shall be filled based upon the qualifications of the applicants and the needs of the District, as determined by the Superintendent in his/her sole discretion.

**ARTICLE V**  
**SICK LEAVE**

**Section 5.1**

Employees shall receive five (5) sick days during each school year. After three (3) years of consecutive service, an employee shall receive seven (7) sick days during each school year. After eight (8) years of consecutive service, an employee shall receive nine (9) sick days during each school year. Employees may carry over and accrue up to (but no more) than twenty (20) sick days.

**Section 5.2:**

Sick leave may be used for illness or injury of employee or for member of employee's family, defined as spouse, child or parent. Such leave is subject to certification in accordance with Section 6.3.

**Section 5.3**

The Superintendent or designee may require medical verification of illness or injury in the form of a note from a doctor for any absence in excess of three (3) working days or for suspicion of abuse or misuse of leave. In addition, the Superintendent may require medical certification where otherwise permitted or required by law.

**Section 5.4**

Sick leave may be taken in thirty (30) minute increments or full/half day increments.

**ARTICLE VI**  
**LEAVES OF ABSENCES**

**Section 6.1**

Employees will be eligible for leave in accordance with the Family and Medical Leave Act (FMLA), as amended, consistent with the terms of eligibility of the FMLA and applicable state law.

**Section 6.2:**

For those employees who are not eligible for leave under the Family Medical Leave Act, who have exhausted their leave under Section 5.1 and Section 5.2, may be granted up to 55 additional days of unpaid leave for a serious health condition of the employee or family member, as defined in Section 5.2. Such leave shall be subject to the certification under Section 5.3, along with the same certification requirements permitted under the FMLA.

**Section 6.3**

Employees will be eligible for leave to serve military duty in accordance with the Uniformed Services Employment and Reemployment Right Act (“USERRA”), as amended.

**Section 6.4**

The parties understand that continuity of programs is important for learning; as a result, any vacations should be taken during school holidays. When it is not possible, vacations may be taken with adequate written notice and approval of the principal. From time to time, family and other personal obligations may arise; employees shall notify their principal of any days missed due to illness (whether leave taken pursuant to Article V, or Sections 6.1 or 6.2) or occasional unpaid personal time, consistent with the practice in effect at the time of the recognition of the Union.

**ARTICLE VII**  
**HOLIDAYS**

**Section 7.1**

Effective July 1, 2021, members of the bargaining unit shall be entitled to the follow holiday with pay: Christmas Day. Effective July 1, 2022, members of the bargaining unit shall be entitled to the follow holidays with pay: Christmas Day, New Year’s Day.

**ARTICLE VIII**  
**INSURANCE AND PENSION**

**Section 8.1**

The Board shall maintain a “Section 125” salary reduction agreement which will be designed to permit exclusion from taxable income of the employee’s share of health insurance premiums.

The Board shall provide the following plans (for employee-only coverage) for all employees who work more than 30 hours per week through the Connecticut State Partnership (SPP), with eligibility consistent with the current practices in effect as of July 1, 2020:

- a. The Connecticut State Partnership Plan and the prescription drug plan offered through the Connecticut State Partnership Plan;
- b. The dental insurance plan offered to the Union will be the Connecticut State Partnership Plan; and
- c. The Vision Rider offered to the Union will be the Connecticut Partnership Plan.

**Section 8.2**

The SPP contains a Health Enhancement Plan (HEP) component. All employee participating in the SPP are subject to the terms and provisions of the HEP. In the event SPP administrators imposes the HEP non-participation or noncompliance premium cost increase, or cost penalties (including increases in premiums or annual deductibles), those sums shall be paid 100% in their entirety by the non-participating or non-compliant employee. No portion or percentage shall be paid by the Board. The monthly premium cost increase shall be implemented through payroll deduction, and the increased annual deductible(s) shall be implemented through the claims administration.

**Section 8.3**

Eligible employees will pay the following premium cost share contributions:

- 17% for 2020-2021
- 18% for 2021-2022
- 19% for 2022-2023
- 20% for 2023-2024

**Section 8.4**

In the event that any of the following occur, the Board or the Union may reopen negotiations in accordance with Conn. Gen. Stat. Section 10-153f(e) as to the sole

issue of health insurance, including plan design and plan funding, premium cost share and/or introduction of replacement medical insurance in whole or in part.

a. If the SPP in its current form is no longer available, or if the benefit plan design of the SPP is modified as a result of a change in the State's collective bargaining agreement with SEBAC, if such modifications would substantially increase the cost of the medical insurance plan offered herein. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan and/or

b. If Conn. Gen. Stat. Section 3-123rrr et seq. is amended, or if there are any changes to the administration of the SPP, or if additional fees and/or charges for the SPP are imposed so as to affect the Board, of any amendments, changes, fees, or charges (individually or collectively) would substantially increase the cost of the medical insurance plan offered herein. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan.

**Section 8.5**

Should any Federal or state statute or regulation pertaining to an excise or similar tax related to employer provided health insurance plans be mandated or take effect that triggers the imposition of an excise tax with respect to the contractually agreed upon insurance plan offered herein, this agreement shall be reopened only on the issue of who shall be responsible for payment of the excise tax.

**Section 8.6**

The Board may change carriers for any of the above insurance provided that the coverage and benefits are reasonably comparable to those currently offered, and that no such change shall result in any lapse of benefits. In determining comparability of coverage, a change in the list of physicians, hospitals, clinics, or other health care providers or institutions shall not be a relevant factor.

**Section 8.7**

Employees will be eligible to participate in the Town of Ledyard Defined Contribution Plans, as may be amended from time to time. Employees who are regularly scheduled to work less than 28.5 hours per week will participate in the FICA Alternative Plan, in accordance with the terms of said Plan.



**ARTICLE IX**  
**WAGES AND CLASSIFICATIONS**

**Section 9.1**

All wages shall be reduced to writing and attached to this Agreement in Appendix A.

**Section 9.2**

Employees shall be paid through direct deposit at a participating bank or qualified financial institution of the employee's choice, on a biweekly basis.

**Section 9.3**

Paraprofessionals who have retired from Ledyard Public Schools with a minimum of ten (10) years of consecutive service may work as a substitute para educator and will receive the last hourly rate earned prior to retirement.

**ARTICLE X**  
**DISCIPLINARY PROCEDURE**

**Section 10.1**

No employee shall be discharged or disciplined without just cause.

**Section 10.2**

A progressive disciplinary procedure (e.g., verbal warning, written warning, suspension, and discharge/termination) will be utilized whenever possible, provided that nothing herein shall limit the Board from immediately discharging an employee for serious misconduct.

**ARTICLE XI**  
**GRIEVANCE PROCEDURE**

**Section 11.1**

A "grievance" shall be defined as a dispute between the bargaining unit member and the Board arising out of a violation of a specific section of this Agreement.

**Section 11.2**

**Time Limits:** Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement in writing. If the grievant

fails to comply with the time lines of this Article, the grievance shall be considered waived. If the Board fails to comply with any specific timeline in this Article, the grievant may proceed to the next level of the grievance procedure, with the timeline for the grievant to proceed to the next level running from the date of the deadline from the prior level.

### **11.3 Level One-Informal Procedure**

If a bargaining unit member thinks that he/she may have a grievance, he/she will first discuss the matter with the immediate supervisor, being either the Principal or the Director of Special Services in an effort to resolve the problem informally; such discussion must take place and be documented in writing within fourteen (14) calendar days of the event giving rise to the grievance.

### **11.4 Formal Procedure**

#### **11.4.1 Level Two - Superintendent of Schools**

If the grievant is not satisfied with the outcome at the informal procedure, the grievant shall submit his/her grievance in writing to the Superintendent within ten (10) days after said informal decision.

Within ten (10) calendar days after receipt of the written grievance by the Superintendent, the Superintendent shall meet with the grievant to discuss the grievance. The grievant may be accompanied by a representative of the Union. The Superintendent shall issue a decision in writing within ten (10) calendar days of the meeting.

#### **11.4.2 Level Three - Board of Education**

If the grievant is not satisfied with the decision at Level Two, the grievant shall submit his/her grievance in writing to the Board of Education through the Superintendent of Schools within ten (10) calendar days after receipt of the decision at Level Two. The Board (or a committee thereof) shall conduct a hearing within thirty (30) calendar days of its receipt of the grievance and shall render a decision in writing to the grievant, Union, and Superintendent.

#### **11.4.3. Level Four-Arbitration**

Within twenty (20) calendar days after receipt of the decision at Level Three, and if after Levels One, Two and Three have been complied with, a settlement

of the grievance has not been effectuated, the Union may process the grievance for arbitration by submitting it to the Connecticut State Board of Mediation and Arbitration (“SBMA”), with a copy to the Board and the Superintendent. The SBMA shall hear the grievance under its rules and regulations.

The costs of arbitration shall be shared equally by the Union and the Board. The arbitrator(s) shall hear and decide only one grievance in each case. The arbitrator(s) shall have no power in any matter to make an award which amends, adds to, subtracts from, or eliminates any provision of this Agreement. The decision of the arbitrator(s) shall be final and binding upon the Board, bargaining unit members and the Union, subject to the rights of the Board and the Union under Connecticut General Statutes §52-417, *et seq.*

## **ARTICLE XII** **EDUCATION/EXPENSES**

### **Section 12.1**

Paraprofessionals with 6 months or more of service shall be eligible for reimbursement for up to three (3) courses per year, at a maximum of \$500 per course, provided that such course(s) are approved in advance by the Superintendent and provide benefit to the Ledyard Public Schools. Paraprofessionals who end employment within six (6) months from date of reimbursement must repay 50% of the reimbursement and agree it shall be deducted from the last paycheck.

### **Section 12.2**

Employees who utilize their own automobile on school business with prior authorization shall be reimbursed at the IRS allowable rate for approved travel outside of the Town of Ledyard.

### **Section 12.3**

In the event that a paraprofessional employee should have any personal items destroyed by any student (for example, eyeglasses) the Board shall reimburse up to Five Hundred Dollars (\$500.00) to replace such items. The employee must provide a receipt in order to be reimbursed. Nothing herein shall 1) require the Board to reimburse employees for personal items destroyed due to their own actions, or 2) be deemed to interfere with the ability of the Board to seek reimbursement or compensation from responsible third parties.

**ARTICLE XIII**  
**WORKER'S COMPENSATION**

**Section 13.1**

In the event a para is injured while in the performance of his/her duties, he/she is eligible for Worker's Compensation benefits per state statute.

**ARTICLE XIV**  
**PARAPROFESSIONAL REPRESENTATIVES**

**Section 14.1**

Each school in the district will provide a paraprofessional representative to meet with the Superintendent on a regular basis, as determined by mutual agreement, to discuss concerns and issues relevant to paraprofessional employment.

**Section 14.2**

Paraprofessionals will be compensated their hourly wages to attend faculty meetings when such attendance is requested by the Superintendent or his/her designee.

**ARTICLE XV**  
**NO STRIKE/NO LOCKOUT**

**Section 15.1**

Neither the Union nor any employee shall engage in, induce, support, encourage, or condone a strike, sympathy strike, work-stoppage, slowdown, concerted withholding of service, sick-out or any other action designed to interfere with the mission of the Board of Education. In addition, there shall not be any lockout by the Board in any part of the Board's operations.

**ARTICLE XVI**  
**MANAGEMENT RIGHTS**

**Section 16.1**

Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement or the law, the Board has and will continue to retain, whether exercised or not, all the rights, powers and authority heretofore had by it, and shall have the sole and unquestioned right, responsibility and prerogative of management of the affairs of the Ledyard Public

School district and direction of its operations and the working forces, including, but not limited to those rights provided by Conn. Gen. Stat. §10-220 and the following:

- to direct and control its employees;
- to determine the standards of services to be offered by its employees;
- to determine the standards of selection for its employees;
- to take disciplinary action;
- to assign, transfer or promote its employees;
- to relieve its employees from duty because of lack of work or other legitimate reasons;
- to issue rules, policies, and regulations including those affecting working conditions and, from time to time, change them and enforce them;
- to maintain the efficiency of operations;
- to determine work schedules;
- to determine the methods, means and personnel by which the Board's operations are to be conducted;
- to determine employees' places of work;
- to establish jobs and transfer employees between buildings
- to exercise complete control and discretion over the Board's organization, facilities and technology of performing its work,
- to evaluate its employees; and
- to fulfill all of its legal responsibilities.

Any item not covered by this Agreement may be governed by a) existing written policies, rules or regulations of the Board, b) the modification of existing policies, rules, or regulations or c) the adoption of new policies, rules or regulations. If not specifically set forth in this Agreement, there shall be no abridgment or diminution of any function, authority, right or responsibility of the Board. However, where any policy, rule or regulation of the Board is in conflict with any specific provision of this Agreement, this Agreement shall prevail.

## **ARTICLE XVII** **DURATION**

### **Section 17.1**

This Agreement shall be effective as of July 1, 2020 and shall remain in effect until June 30, 2024. In the event that the Board of Education and the Union shall fail to secure a successor Agreement prior to the termination of this Agreement, this Agreement will remain in full force pending the negotiation of a successor

Agreement, consistent with the law (including the Municipal Employee Relations Act).

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**Anthony Favry**  
**Chair, Board of Education**

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**Date**

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**Kimberly Hope**  
**President of Local 784**

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**Date**

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**Tricia S. Santos**  
**Staff Representative**  
**Council #4, AFSCME, AFL-CIO**

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**Date**

**APPENDIX A**  
**Wage Schedules**

- a. 2020-2021: \$.50/hour increase to each employee from their current rate.  
*Effective upon ratification. Retroactive pay will be provided only to an employee if the employee **both** i) was active on September 1, 2020 **and** ii) is currently employed. In addition, retroactive pay to any such employee will only be provided if the Union ratifies the contract by June 15, 2021.*
- b. 2021-2022: \$.50/hour increase to each employee.
- c. 2022-2023: \$.50/hour increase to each employee (with the lowest rate being raised to \$15 hour).
- d. 2023-2024: \$.50/hour increase to each employee.