

**AGREEMENT
BETWEEN
FAIRFIELD BOARD OF EDUCATION
AND
FAIRFIELD EDUCATIONAL PARAPROFESSIONALS UNION**

CSEA, SEIU LOCAL 2001, CTW

FOR THE PERIOD

JULY 1, 2018 TO JUNE 30, 2021

TABLE OF CONTENTS

ARTICLE I - RECOGNITION	1
ARTICLE II - UNION MEETINGS ON SCHOOL PROPERTY	1
ARTICLE III - VISITATION CLAUSE.....	1
ARTICLE IV - NO STRIKE, WORK STOPPAGE OR LOCK-OUT	1
ARTICLE V - GRIEVANCE PROCEDURE.....	1
ARTICLE VI - PROTECTION OF EMPLOYEE.....	3
ARTICLE VII - LEAVES WITHOUT PAY	4
ARTICLE VIII - RESIGNATIONS	4
ARTICLE IX - MILEAGE.....	5
ARTICLE X - INSURANCE.....	5
ARTICLE XI – PERSONAL INJURY BENEFITS.....	7
ARTICLE XII - SICK LEAVE.....	7
ARTICLE XIII - HOLIDAYS	8
ARTICLE XIV - EMPLOYMENT DEFINED.....	8
ARTICLE XV - EMPLOYEE REVIEW OF OFFICIAL PERSONNEL FOLDERS	9
ARTICLE XVI - EXCUSED LEAVES	9
ARTICLE XVII - PENSION PROGRAM.....	10
ARTICLE XVIII - PROBATION.....	10
ARTICLE XIX - POSTING OF VACANCIES AND TRANSFERS.....	11
ARTICLE XX - DEDUCTION OF UNION DUES.....	12
ARTICLE XXI - LAY-OFF PROCEDURE	12
ARTICLE XXII - MANAGEMENT CLAUSE	13
ARTICLE XXIII - EMPLOYEE LIST	13
ARTICLE XXIV - SALARIES	14
ARTICLE XXV - PAST PRACTICE.....	15
ARTICLE XXVI - SAVING CLAUSE	15
ARTICLE XXVII - DISCIPLINE/ DISMISSAL	16
ARTICLE XXVIII - PERFORMANCE EVALUATION.....	16
ARTICLE XXIX - STIPENDS FOR NON-TRADITIONAL JOB ASSIGNMENTS	16
ARTICLE XXX – PROFESSIONAL ATTIRE.....	17
ARTICLE XXXI - RETROACTIVITY	18
ARTICLE XXXII - CELL PHONES	18
ARTICLE XXXIII - REASONABLE SUSPICION DRUG POLICY.....	18
ARTICLE XXXIV - REIMBURSEMENT FOR COURSEWORK	19
ARTICLE XXXV - DURATION	20

APPENDIX A - EMPLOYEE/EMPLOYER HEALTH INSURANCE CONTRIBUTIONS (PRIOR TO STATE PLAN 2.0).....	21
APPENDIX B - SALARY SCHEDULES.....	25
IMPORTANT TELEPHONE NUMBERS	26

ARTICLE I

RECOGNITION

The Fairfield Board of Education (hereinafter referred to as the "Board") recognizes and certifies CSEA, SEIU Local 2001, CTW, (hereinafter referred to as the "Union"), as the exclusive representative for the purpose of professional negotiations on behalf of the Fairfield Paraprofessionals 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.

ARTICLE II

UNION MEETINGS ON SCHOOL PROPERTY

The Union may call meetings in each school before or after school on days school is in session providing such meetings do not conflict with other scheduled school activities or programs and they are booked in advance and meet all the requirements of the Reservations Office.

ARTICLE III

VISITATION CLAUSE

The Board shall permit the president of the Chapter or a designated representative to visit schools to investigate safety conditions covered by the terms and conditions of this Agreement. The individual shall first report to the housemaster/principal's office.

ARTICLE IV

NO STRIKE WORK STOPPAGE OR LOCK-OUT

Pursuant to Connecticut General Statute 7-467 (Municipal Employees Relations Act), all employees included in this Agreement shall not hinder the Board's operation by strike or work stoppage and the Board shall not pursue lock-out tactics in any part of its operations.

ARTICLE V

GRIEVANCE PROCEDURE

The Union or any employee or group of employees who feels aggrieved concerning a violation, misinterpretation or inequitable application of any of the provisions of this Agreement, may seek adjustment as follows:

Step #1: Within seven (7) working days after the occurrence of an alleged grievance, the Union shall submit the grievance signed by the individual or his representative to his/her immediate supervisor. Within five (5) working days after the receipt of said notice, said supervisor shall arrange to and shall meet with said Union for the purpose of adjusting or resolving such grievance. Such supervisor shall render a decision within five (5) working days of such meeting. If such grievance is not resolved to the satisfaction of the Union, the Union may, within five (5) working days of such decision, initiate Step #2 of this procedure.

Step #2: Further review of such grievance shall be made by presenting in writing such grievance to the Superintendent of Schools. Within ten (10) working days after receipt of said notice, the superintendent or delegate shall arrange to and shall meet with the Union for the purpose of adjusting or resolving such grievance. The superintendent or delegate shall render a decision in writing within five (5) working days of such meeting. If such grievance is not resolved to the satisfaction of the Union, the Union may within five (5) working days of such decision initiate Step #3 of this procedure.

Step #3: Further review of such grievance shall be made by presenting in writing such grievance to the Board of Education of the Town of Fairfield. Within fourteen (14) working days after the Board receives such grievance, the Board shall have the option of meeting with the Union for the purposes of adjusting or resolving such grievance. The Board shall render a decision in writing concerning such grievance within twenty-one (21) working days after notification to the Board. If such grievance is not resolved to the satisfaction of the Union, the Union may, within ten (10) working days of such decision, initiate Step #4 of this procedure.

Step #4: Further review of such grievance may be made by submitting this dispute to mediation with the Connecticut State Board of Mediation and Arbitration within ten (10) working days of notification of the decision of the Board of Education. The mediation referenced in this Step #4 may be waived by either party with written notice to the other party.

Step #5: Where mediation fails, further review of such grievance shall be made by submitting this dispute to arbitration by the American Arbitration Association within ten (10) working days of notification of the decision of the mediator. The notice of arbitration shall include a brief statement of the issues to be decided by the arbitrator and the specific provisions of the Agreement involved. Said Association shall

hear and act upon such dispute in accordance with its rules of voluntary labor arbitration. The decision of the arbitrator, if made in accordance with his jurisdiction and authority under this Agreement, shall be final and binding on all parties.

The arbitrator shall not rule on any dispute which is not called specifically to the attention of the Board or its representative in accordance with the aforesaid grievance procedure nor shall the arbitrator have any power to add to, subtract from, vary, modify or amend in any way, the terms of the Agreement.

The time limits specified in the preceding sections of this article may be extended by agreement of all parties.

The fee of the arbitrator and the administration expense of the arbitration, if any, shall be shared by the Board paying 60% of said costs, and the Union paying the remaining 40% of said cost but other expenses shall be borne by the party incurring them, including payments to representatives, witnesses, etc.

The Board agrees that it will apply to all substantially similar situations the decision of an arbitrator sustaining a grievance and the Union agrees that it will not bring or continue, and that it will not represent any employee in any grievance which is substantially similar to a grievance denied by the decision of an arbitrator.

ARTICLE VI

PROTECTION OF EMPLOYEE

- A. Employees shall immediately report to their supervisors orally, to be followed by a written report, all cases of assault suffered by them in connection with their employment.
- B. Such reports shall be forwarded to the superintendent, and the Board shall comply with any reasonable request from the paraprofessional for information in its possession not privileged under the law which relates to the incident or the persons involved.
- C. The parties acknowledge that bargaining unit members may be assigned to work with students whose mobility is significantly limited. In any instance whereby such a student (over 50 pounds) must be moved, the child's district Physical Therapist shall assess the child and make recommendations within the first two weeks of school regarding appropriate lifting methods and the Board shall make recommended training/personnel/equipment available.

ARTICLE VII

LEAVES WITHOUT PAY

- A. Leaves of absence without pay may be granted by the superintendent for a limited, definite period for the remainder of the year for which the leave is granted and for one additional year for the following reasons:
 - 1) For health reasons, upon advice of a physician.
 - 2) For other personal reasons subject to the review and recommendation of the superintendent.
- B. Application for such leave of absence must be made in writing, stating the reason for the request and the length of time desired. 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.
- C. It is expected that, as far as possible, a leave will be so arranged as to begin or end at the close of the school year.
- D. During such leave of absence, the employee shall have the option to continue all group insurances at group rates at the employee's own expense.
- E. Persons hired to fill vacancies left by persons on leave shall be hired as temporary employees not subject to this contract.
- F. Seniority shall continue during the leave of absence.
- G. The employee shall re-enter at the salary rate to which he/she would have been entitled at the start of the leave.
- H. Any leaves of absence taken under this assignment shall, to the full extent allowed by the FMLA (Family and Medical Leave Act), be counted as FMLA leave.

ARTICLE VIII

RESIGNATIONS

- A. Written notice of resignation should be filed with the Central Office staff member in charge of personnel at least two (2) weeks in advance of separation. This notice shall include a statement of the reason(s) for this action.
- B. An employee who resigns in good standing shall be entitled to pay up to and including the last day of employment.

ARTICLE IX

MILEAGE

Employees who are authorized to use a privately owned automobile for conducting school business shall be reimbursed for all mileage driven at the then current rate as prescribed by the Board of Education.

ARTICLE X

INSURANCE

- A. The employees' premium cost share will be 16% for single coverage for the duration of the collective bargaining agreement (up to June 30, 2021); and 25% for dependent coverage for the duration of the collective bargaining agreement (up to June 30, 2021).
- B. The Board shall provide, at no cost to an employee, a \$30,000 Straight Term Life Insurance policy.
- C. The Board shall provide long term disability insurance for all individuals covered by this Agreement for which the employee shall pay eighty cents (\$.80) per month as premium cost share.
 - 1. 60% of salary will be provided after a one (1) year waiting period.
 - 2. Benefits payable will be:
 - a. For sickness and accident to age 65.
 - b. Rights of survivorship.
 - c. Primary social security leveled at time of disability.
- D. The Board agrees to continue to offer health coverage for all eligible employees and families pursuant to the State of Connecticut 2.0 Plan, as amended in 2017, and as may be amended from time to time, and pursuant to the terms of the Memorandum of Understanding between the Board and the Union (unless the Board withdraws pursuant to the terms of said Memorandum).

The remainder of the language regarding insurance in this collective bargaining agreement that applied to the insurance plan that existed prior to the enrollment in the State Plan 2.0, including Appendix A, shall remain solely in case reference thereto is made necessary for comparison purposes under said

Memorandum. The terms of the Parties MOU shall prevail over conflicting language relating to the provision of insurance.

These benefits are provided only upon request. They are not automatically in effect upon employment. If the employee chooses not to enroll, a signed waiver form must be completed and returned to the Business Office.

Applications for insurance must be submitted to the office by the 20th of the month for insurance coverage to begin or the first of the following month. The Board allows the employee to change health insurance with thirty (30) days' notice to the insurance specialist based upon a qualifying event (marriage, births, termination of spouse's coverage). These changes will be effective on the first of the following month.

- E. The Board reserves the right to change carriers, to self-insure in whole or in part, and to change plans or plan designs as long as the benefit package, when compared on an overall basis when viewed as a whole, remains substantially comparable.
- F. The Board of Education has established an I.R.S. Section 125 program for treating premium payment on a pre-tax arrangement. Under Section 125, the Board of Education will make available those subsections that relate to dependent care and excess medical expenses. Participants shall pay any operating fees.
- G. Members of the Fairfield Retirement Plan, with fifteen (15) years of continuous service with the Board of Education, taking retirement under the provisions of the plan, between the ages of 62 and 65, may continue to purchase insurance so long as permitted by the carriers, at group rates then prevailing; provided that said retired employee is engaged in no other employment. Each retiree continuing to purchase insurance between the ages of 62 and 65 must certify annually on a form provided by the Board that they are not engaged in other employment that qualifies them for insurance benefits. The union and the bargaining unit members understand and agree that the continuation of this insurance shall be at no cost whatsoever to the Board of Education; that rates for said insurance are established by the carrier, and that the bargaining employee is solely responsible for 100% of the cost of continuing this insurance regardless of the rates and/or increases to said rates over time.
- H. New retirees over age 65 will be provided with a list of carriers to contact that offer supplemental coverage to Medicare Part A and B.
- I. The employee must certify annually, on a form provided by the Board, as to the dependent status of those enrolled in any of the Board of Education's insurance programs as well as provide information as to any qualifying events affecting eligibility.

- J. Paycheck deductions for the premium cost share shall be done in twenty (20) equal deductions, provided said does not place an undue burden on administration, and provided it is consistent with the employees selection of their pay plan, refer to Article XXIV, Section C.

ARTICLE XI

PERSONAL INJURY BENEFITS

Whenever a paraprofessional is absent from work as a result of personal injury or occupational disease arising out of, and in the course of employment, he/she shall be paid full salary for the period of such absence up to a maximum of six (6) months without having such absence charged to the annual sick leave or accumulated sick leave. Any amount of salary payable pursuant to this section shall be reduced by the amount of any Workers' Compensation award for the period for which such salary is paid.

ARTICLE XII

SICK LEAVE

- A. All members of the bargaining unit are granted ten (10) days sick leave per year. Unused sick leave may be accumulated up to one hundred twenty (120) days. There shall be no compensation at any time for unused sick leave.
- B. Notwithstanding the foregoing limitations, the superintendent may allow sick leave with full pay according to the following schedules:
1. Up to thirty (30) additional days for employees with one (1) to five (5) years of service.
 2. Up to sixty (60) additional days for employees with five (5) to ten (10) years of service.
 3. Up to ninety (90) additional days for employees with ten (10) or more years of service.
 4. A doctor's certificate must be presented in the case of any absence due to illness over five (5) days, or when an employee has a pattern of suspicious absences, including those tandem to a weekend.

ARTICLE XIII

HOLIDAYS

Employees shall be granted such holidays as fall within the approved calendar of the Fairfield school system. Any such holiday shall be without pay.

ARTICLE XIV

EMPLOYMENT DEFINED

A. Employment Year

1. The work year shall be determined by the Board in its sole discretion consistent with operational requirements and the interests of education in the school system. The normal work week shall be from Monday to Friday.
2. It is paramount to the functioning of the educational system that the paraprofessionals need to be present during times when the students are in school. Consistent attendance is a requirement of the position. The regular paraprofessional work year will be 185 days; however said work year may be amended by the Board of Education with reasonable advance notice, consistent with budget considerations and system needs.

B. Employment Day

The work day shall be seven (7) hours per day inclusive of a 20 minute paid break. No overtime shall be worked unless authorized by the Administrator.

C. Training

The Board reserves the right to assign training consistent with practice: e.g. at the end of shortened school days and/or embedded in a work/school day.

- #### D.
- Any paraprofessional who serves as a substitute teacher for an entire school day shall receive a payment of fifty dollars (\$50) in addition to his or her regular salary for that day. If the assignment is less than a full day, the amount shall be pro-rated accordingly.

ARTICLE XV

EMPLOYEE REVIEW OF OFFICIAL PERSONNEL FOLDERS

- A. Employees desiring to review their official personnel file will be permitted to do so by making an appointment with the Human Resources Representative. Twenty four hours of notice is required.
- B. The employee to be afforded the opportunity to put on record any statement he/she wishes to make about unfavorable information contained in the aforementioned file.
- C. It is further agreed that a record which has not been disclosed to the employee cannot be used as a basis for disciplinary action.

ARTICLE XVI

EXCUSED LEAVES

The following are days of excused leaves:

- A. In case of death in the immediate family of any employee, such employee shall be entitled to leave with full pay for not more than five (5) days. The immediate family shall consist of: wife, husband, mother, father, daughter, son, mother-in-law, father-in-law, brother, sister, brothers and sisters in law, and relatives living in the employee's household.
- B. All employees shall be entitled to leave with full pay for not more than three days in each school year for the observance of major religious holidays.
- C. Up to five days in each school year may be allowed with pay for such absences, which in the opinion of the Superintendent of Schools, are considered unavoidable and reasonable, such as illness in the employee's immediate family. Should one of these requests be so personal in nature that the employee wishes it to be considered private, the employee may discuss this request directly with the Superintendent of Schools or his/her designee.
- D. Up to three additional days may be allowed for causes which, while not unavoidable, are deemed important and reasonable by both the employee and the Superintendent of Schools. These three days may be made available to the employee with pay equal to the difference between the employee's regular salary and the pay of the substitute, even if no substitute is hired. Such absences are to be exclusive of allowable sick leave. One of these three days may include

one day per year leave for the President to attend the National Paraprofessional Conference.

- E. The Board's normal contribution for insurance benefit costs will be paid for by the Board of Education when an employee takes a leave of four (4) days or less without pay.
- F. The Board may allow a bargaining unit member to attend training courses or seminars that are directly related to their job responsibilities without loss of pay. Said request will be made by the employee to the Human Resources department. Management shall have the final authority whether to grant said time.
- G. The President of the Chapter plus four (4) different paraprofessionals each year on a seniority basis shall be given paid leave to attend the one (1) day State Paraprofessional Conference once each year.
- H. For absences immediately preceding or subsequent to a holiday or school vacation, the employee shall not be paid unless he or she submits a doctor's note.

ARTICLE XVII

PENSION PROGRAM

The employer agrees to maintain in effect for the duration of this Agreement the Town of Fairfield Employee Retirement System dated April 27, 1987, and the Rules and Regulations of said system adopted October 6, 1987, effective January 1, 1987, and its "1988 Edition".

Pursuant to Section 2.5 of the Town Employee Retirement System Pension Plan, employees annual contribution shall be 2% of the first \$7,800 earned, and 5% of annual earning in excess of \$7,800.

All employees hired after the signature date of this Agreement shall participate in a 401(a) type pension plan with no eligibility or vesting rights in the Town's existing Pension System. The employee shall be required to contribute at least four percent (4%) of base salary to the Plan and may contribute up to the maximum allowed by law. The Town shall match the employee's contribution up to a maximum of four percent (4%) of base salary. The Town's contribution shall not vest until the employee has been continuously employed for five (5) years.

ARTICLE XVIII

PROBATION

All new appointments shall be subject to a probationary period of ninety (90) working days. During probation, the employee shall have no rights under the grievance procedure

or the cause for discharge/discipline provisions of Article XXII and/or Article XXVII , but shall be entitled to all other provisions of this Agreement.

ARTICLE XIX

POSTING OF VACANCIES AND TRANSFERS

POSTING:

Whenever an opening occurs during the school year in an existing position or as a result of the establishment of a new position, a notice of such opening shall be posted via e-mail to all paraprofessionals and a copy sent directly to the Chapter's president stating the job and location of the assignment.

Such posting shall be for a period of not less than five (5) working days.

During this period, paraprofessionals who wish to apply for the assignment or new position may do so by notifying the Human Resources Office. The Board agrees to transfer a paraprofessional who has applied under the posting requirement, based on the characteristics noted in the transfer language, prior to hiring an outside candidate.

TRANSFER:

A transfer is a change from one supervising unit to another. Any transfer shall be at the discretion of the Superintendent in the best interests of the school system.

The interests of the students and the educational program are paramount in the assignment of staff. Transfers shall be made after considering requests.

The Board and Union recognize that some involuntary transfer of staff is unavoidable and in the system's best interest.

In considering the transfer of an individual, the Administration will review experience, training, ability and qualifications in arriving at a decision. Should two or more individuals still appear to be substantially equal in consideration for transfer, then seniority will be the prevailing factor.

It is understood that transfers resulting from the termination of positions will be dictated by the "lay-off procedures" outlined elsewhere in this contract and shall be to a comparable position, if possible.

ARTICLE XX

DEDUCTION OF UNION DUES

- A. All employees represented by this Union and who are members on the effective date of this Agreement, or who afterward join, must pay the dues uniformly required of all members for the duration of this Agreement as a condition of continued employment.

Upon receipt of individual written authorization for Union membership, remittance to Civil Service Employees Affiliates will be mailed monthly to the address provided.

- C. The annual dues shall be prorated proportionally for any full months of employment.
- D. All payment of dues will be uniformly transmitted through payroll deduction.
- E. The amount of the dues shall be certified by the Union to the Fairfield Board of Education Payroll Office no later than August 1st.
- F. The Union shall indemnify and save the Board and/or the Town harmless against all claims, demands, suits or other forms of liability which may arise by reason of any action by the Board and/or Town pursuant to this Article.
- G. The Board further agrees to deduct from the pay of any employee who voluntarily authorizes in writing such deductions a Political Action Organization Fund deduction up to one dollar (\$1.00) per pay period.

ARTICLE XXI

LAY-OFF PROCEDURE

- A. Seniority will determine the order of layoff for employees in the bargaining unit, provided remaining employees are qualified to do the remaining work. If an employee's job is no longer available he/she may displace the least senior employee providing the bumping employee has more seniority than the bumped employee and provided further that the bumping employee is qualified to do the work without further training or break in period. Seniority shall be gauged on the basis of the most recent period of continuous uninterrupted service with the Board of Education in this bargaining unit.
- B. Persons laid off due to a reduction in force shall be recalled, on the basis of seniority, to the first available position if they are qualified to fill the position. If the former employee declines recall to an available position and for which he/she is qualified, the person shall forfeit the right to further recall.

- C. Laid off employees, except as provided above, shall retain seniority status for twelve months following the date of layoff. Failure to respond to a recall notification within ten days of receipt shall result in removal from a recall list.
- D. A paraprofessional, within thirty working days of separation, shall submit his/her name in writing by certified mail to the Superintendent of Schools or designee to be placed on the recall list.
- E. A paraprofessional must notify the Board of Education in writing with any address change within thirty days. It is the responsibility of the paraprofessional to maintain his most recent current address with the Board of Education."
- F. Notwithstanding the above, laid off employees shall have recall rights to comparable positions to that in which they were laid off; (i.e., full-time to full-time). For the purposes of this section, a refusal of a part-time position by a laid off full-time employee shall not constitute a refusal, and said employee shall remain on the top of the reemployment list until a comparable position is available during the recall period.
- G. All part-time employees working less than twenty (20) hours a week and performing bargaining unit work will be laid off prior to any bargaining unit member, provided the remaining employees are qualified to do the necessary work and willing to work the part-time hours, schedule, location, etc.

ARTICLE XXII

MANAGEMENT CLAUSE

Except as herein provided in this Agreement, the right of the Board in all respects to manage its business, operations and affairs; discharge and discipline employees for cause, to sub-contract; and to change, combine, establish or discontinue jobs or operations, shall be unimpaired. The Board's not exercising any right hereby reserved to it, or its exercising any right in a particular way, shall not be deemed a waiver of any such right or preclude the Board from exercising the same in some other way not in conflict with the express terms of this Agreement.

ARTICLE XXIII

EMPLOYEE LIST

- A. The Board, through its Human Resources Department, will furnish the Union, through its president, annually during the month of September, an Employee List showing the name, initial date of hire, address, school location, placement

on salary range and whether full or part-time of each employee in the bargaining unit.

- B. Further, any changes in the above will be furnished to the Union throughout the school year. The Board shall provide the names and work locations of newly-hired employees within 10 days of their first day of work.
- C. The Board shall provide a copy of this collective bargaining agreement to each bargaining unit member, as well as to each newly hired employee. The Board shall also provide the employees with any requested Union literature and the contact information for the Union stewards and executive board, along with their work locations.

ARTICLE XXIV

SALARIES

- A. Employees hired as paraprofessionals shall start at the agreed upon starting wage as set forth herein and shall be granted the contractual wage increase each year thereafter, except that no one hired after the second semester has begun shall be granted the new rate, but rather shall remain at the starting rate for the following school year.
- B. The starting rate for new paraprofessionals shall be:

2018-2019	\$15.46 per hour
2019-2020	\$15.77 per hour
2020-2021	\$15.93 per hour

10 Year

Longevity On one's 10-year anniversary date of employment, the individual, upon favorable recommendation of the supervisor, shall receive the first longevity increase of an additional \$600.

15 Year

Longevity On one's 15-year anniversary date of employment, the individual, upon favorable recommendation of the supervisor, shall receive the longevity increase of an additional \$600.

Effective July 1, 2011, employees will be eligible for a 20 and 25 year longevity pursuant to the terms stated below:

20 Year

Longevity On one's 20-year anniversary date of employment, the individual, upon favorable recommendation of the supervisor, shall receive the longevity increase of an additional \$600.

25 Year

Longevity

On one's 25-year anniversary date of employment, the individual, upon favorable recommendation of the supervisor, shall receive the final longevity increase of an additional \$600.

It is understood that all performance identified on the annual end-of-year report must be up to or above expectation in order to qualify for advancement or adjustment. Any withholding of a credited year toward the merit advance shall be grievable according to Article V of this agreement.

C. A twenty-six pay plan (regular school year plus July and August) option will be available at the discretion of each of the individual paraprofessionals by utilizing the official form provided by the Payroll Office. The Payroll Office must receive such notification no later than August 1 for the year in which the request is being made. No change will be allowed during the year. Employees shall be paid by direct deposit.

D. Salary adjustment will be as follows:

The 2018-2019 salary schedule shall be as set forth in Appendix B.

The 2019-2020 salary schedule shall be as set forth in Appendix B.

The 2020-2021 salary schedule shall be increased by 1% for all employees over their 2020-2021 salary and is set forth in Appendix B.

All wage increases shall be retroactive to July 1, 2018 for employees who are on the payroll as of the date this successor collective bargaining agreement passes all required approvals/ratifications and becomes effective.

ARTICLE XXV

PAST PRACTICE

Nothing in this Agreement shall be construed as abridging any right, benefit, or privilege that employees of the Board have enjoyed heretofore unless such practice was based on Policy Standards of the Board or has been superseded by provisions of this Agreement.

ARTICLE XXVI

SAVING CLAUSE

In the event that any Article, Section, or portion of this Agreement is declared invalid by agreement, statute, or legal process, then such specific Article, Section or portion specified to be invalid shall be deleted. However, the remainder of this Agreement shall remain effective. Upon a determination of invalidity, either party shall have the right to initiate negotiation upon that Article, Section or portion.

ARTICLE XXVII

DISCIPLINE/DISMISSAL

The discipline steps of a bargaining unit employee will be for just cause:

1. A verbal, and then if necessary, written notice, unless the alleged offense deals with immoral or aggressive behavior which might endanger the health or safety of the children or other school personnel.
2. A copy of any written reprimand, stating the reasons for the discipline that is placed in the employee's personnel file shall be furnished to the employee.
3. Disciplinary records older than three (3) years shall not be used as a basis for progressive discipline. This provision shall not apply to disciplinary action issues for alleged cases of sexual misconduct, abuse, neglect, or immoral or aggressive behavior or other behavior which endangers the health or safety of children or other school personnel.

ARTICLE XXVIII

PERFORMANCE EVALUATION

Supervisors will meet with the employee and discuss their evaluation report prior to the last full student day.

No such evaluation report or written statement may be placed in the paraprofessional's personnel file unless he/she has been given a copy. The paraprofessional, upon being presented with the copy, shall be required to sign the original, such signature signifying only that he/she has read and received a copy of the document and not that the paraprofessional agrees with the report or written statement. The paraprofessional shall have the right to attach a reply to the report or written statement within fourteen (14) calendar days.

The purpose of the evaluation shall be to apprise the employee of his/her strengths and weaknesses and, if necessary, to provide guidance for improved performance. The appraisal shall not be used to discipline the employee or to withhold any negotiated salary increase under the collective bargaining agreement.

ARTICLE XXIX

STIPENDS FOR NON-TRADITIONAL JOB ASSIGNMENTS

Those paraprofessionals who work with students requiring consistent, daily and pervasive personal hygiene care outside of what is developmentally appropriate for the student will

receive a \$800 annual stipend. This stipend will be considered non-pension eligible earning and will be issued in two installments (December/June).

The stipend will be prorated for months worked in the assignment. For the purpose of this item, personal hygiene is defined as toileting, feeding, or oral manipulation. The Director of Special Education will designate employees who qualify for this stipend at the start of each school year or upon hire.

Those paraprofessionals who work with a student requiring fifteen (15) or more hours of discrete trial instruction (DTI) and applied behavioral analysis (ABA) will receive a stipend of \$800 annually, provided that the paraprofessional has successfully completed ten (10) months of training to be provided by the school district and has successfully met performance standards. If an employee is primarily assigned to a student(s) needing at least fifteen (15) hours per week of the above referenced services, said employee will receive the training, and if the employee successfully completes said training with all competencies the employee will receive the stipend of \$800.00 effective the next school year whether or not said employee is assigned to a student(s) which requires at least fifteen (15) hours per week of the above referenced services. However, no stipend will be payable if an employee refuses to accept an assignment to be with the student(s) who requires at least fifteen (15) hours per week of the above referenced services. No stipend is available to staff in non-instructional roles. Current employees who have successfully completed the above referenced training will receive an \$800.00 stipend commencing upon ratification. Training will be conducted within the current school year (by June 30th) for employees described above but will be completed during the (2015-2016) school year. This stipend will be considered non-pension eligible earnings and will be issued in two installments (December/June). The stipend will be prorated for months worked in the assignment. The Director of Special Education will designate employees who qualify for this stipend at the start of each school year or upon hire.

High school special education job coach/paraprofessionals who accompany children off the school grounds for a work assignment will be paid in the amount of \$5.00 per hour as an additional hourly stipend. The respective paraprofessionals must sign a bi-weekly payroll report, have it authorized by the teacher and Building Administrator who then forwards it to the Special Education Department for processing.

ARTICLE XXX

PROFESSIONAL ATTIRE

Each member of the bargaining unit shall dress in a professional manner appropriate to his/her assignment.

ARTICLE XXXI

RETROACTIVITY

The general wage increase, longevity, stipends and other economic benefits are not available to those who were not on the payroll as of the date this new Collective Bargaining Agreement is signed and executed.

ARTICLE XXXII

CELL PHONES

Employees' personal electronic devices are not to be used during the school day for personal phone calls or text messages or snap-chat or the like, except in cases where there is a personal emergency or when it is during the employee's lunch break. Personal electronic devices may be used for work-related reasons.

ARTICLE XXXIII

REASONABLE SUSPICION DRUG POLICY

An employee must submit to a reasonable suspicion drug or alcohol test when a manager or supervisor has reasonable suspicion to believe that the employee has violated the drug or alcohol prohibitions contained in this Article and/or Sections 4225 and 4225AR of the District's Personnel Policy. A reasonable suspicion determination may be made any time the employee is on school property and may be based on observations concerning, including but not limited to, the appearance, behavior, speech or body odors of the employee. The observations may include indications of chronic and withdrawal effects of drugs and/or alcohol. The term "reasonable suspicion" as used in this section is defined consistent with Connecticut law, and generally exists when, based upon objective facts and considerations, a reasonably prudent supervisor would suspect that an employee is under the influence of drugs and/or alcohol.

1. The supervisor or manager who makes a reasonable suspicion determination will not conduct the drug or alcohol test.
2. The Board shall contact the testing agency and the employee will remain on site, supervised by a Board of Education employee, until the agency employee arrives and during the full time of the testing process.
3. The employee must submit to a reasonable suspicion drug or alcohol test. Failure or refusal to submit to a reasonable drug or alcohol test, as directed by a manager or supervisor, shall constitute a positive drug test.
4. An employee who tests positive to drugs and/or alcohol may be subject to disciplinary action up to and including termination of employment.

5. An employee who acknowledges having a drug/alcohol problem to the Human Resources Department and seeks help for same prior to being directed to taking a reasonable suspicion drug test, will be given the opportunity to seek help and assistance for said drug/alcohol issue, and the employee's acknowledgement of the drug/alcohol problem under these circumstances shall not be the basis for discipline of the employee.
6. If the employee is three (3) years without a positive test/failure/refusal, his/her record will be cleared.
7. In all cases involving an employee required to undergo a reasonable suspicion drug tests, administrators shall use their best efforts to keep such matter as confidential as possible. This may include removing the employee and placing him/her in a private location where he or she will reasonably not be seen by other employees. Administrators shall not discuss the circumstances of any employee who is required to undergo a reasonable suspicion drug test unless such communication is necessary for the administration of the test; and/or the administration of discipline, if any; and/or to communicate such circumstances to his/her supervisor.

ARTICLE XXXIV

REIMBURSEMENT FOR COURSEWORK

The Board of Education shall provide a reimbursement in the amount of \$10,000 per year for coursework taken outside of the school, in which said classes are related to their work positions. The \$10,000 yearly maximum is for all classwork for all employees; not for each employee. Each paraprofessional may take a maximum of 2 classes per year. The first class shall be reimbursed at 80%; and the second shall be reimbursed at 50%; assuming the \$10,000 cap has not been reached.

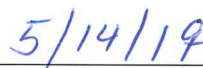
ARTICLE XXXV

DURATION

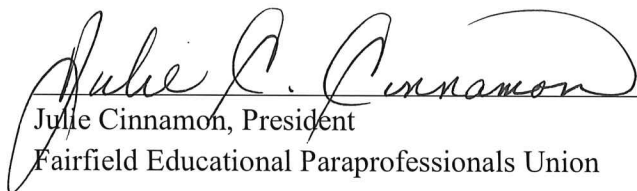
The provisions of this Agreement shall be in effect from July 1, 2018 and shall continue in force through June 30, 2021.



Christine Vitale, Chair
Fairfield Board of Education



Date



Julie Cinnamon, President
Fairfield Educational Paraprofessionals Union



Date



Frank Pizarro, Staff Representative
CSEA SEIU Local 2001



Date

APPENDIX A - EMPLOYEE/EMPLOYER HEALTH INSURANCE
CONTRIBUTIONS (PRIOR TO STATE PLAN 2.0)Error! Bookmark not defined.

Medical – PPO or Equivalent	<u>Upon Signing the Final Agreement</u>	<u>January 1, 2016</u>
Home and Office/Specialist	\$30	\$30
Emergency	\$100	\$100
Urgent Care	\$30	\$30
Hospital Admission	\$200	\$200
Outpatient Surgical	\$50	\$50
In-Patient Mental Health – Semi Private	\$150	\$150
Outpatient Mental and Substance Abuse	\$30	\$30
Diagnostic Lab and X-Ray	\$0	\$0
Skilled Nursing	\$100	\$100
IP Rehab	\$150	\$150
High Cost Diagnostics	\$50	\$50
Outpatient Rehab	\$20	\$20
Out-of-Network Deductible		
Single	\$325	\$325
Employee plus one	\$650	\$650

	<u>Upon Signing the Final Agreement</u>	<u>January 1, 2016</u>
Family	\$975	\$975
Out-of-Network Co-Payment	80/20	80/20
Premium Cost Share – Single	14%	15%
Premium Cost Share – Two Person & Family	25%	25%
Ages for Dependent Coverage	26	26
Vision		
Routine Exam	Up to \$75	Up to \$75
HMO Coverage		
Home and Office/Specialist	\$30	\$30
Emergency	\$100	\$100
Urgent Care	\$30	\$30
Hospital Admission	\$200	\$200
Outpatient Surgical	\$50	\$50
In-Patient Mental Health – Semi Private	\$150	\$150

	<u>Upon Signing the Final Agreement</u>	<u>January 1, 2016</u>
Outpatient Mental and Substance Abuse	\$30	\$30
Diagnostic Lab and X-Ray	\$0	\$0
Skilled Nursing	\$100	\$100
IP Rehab	\$150	\$150
High Cost Diagnostics	\$50	\$50
Outpatient Rehab	\$20	\$20
Out-of-Network	None	None
Premium Cost Share – Single	14%	15%
Premium Cost Share – Two Person & Family	23%	23%
Ages for Dependent Children	26	26
Vision		
Routine Exam	Up to \$75	Up to \$75
Prescription Drug		
3-Tier Formulary		
Generic	\$15	\$15
Brand	\$25	\$25
Non-list Brand	\$40	\$40
Mandatory Mail Order for Maintenance Drugs	Co-Pay 1 time retail	Co-Pay 1 time retail

	<u>Upon Signing the Final Agreement</u>	<u>January 1, 2016</u>
Premium Cost Share – Single	14%	15%
Premium Cost Share -- Two Person & Family	25%	25%
Ages for Dependent Children	26	26
Dental		
Benefit: Preventive	80%	80%
Benefit: Basic	80%	80%
Benefit: Major	50%	50%
Premium Cost Share – Single	14%	15%
Premium Cost Share -- Two Person & Family	25%	25%
Ages for Dependent Children	26	26

APPENDIX B

SALARY SCHEDULES*

<u>EMPLOYEE CATEGORY</u>	<u>2017-2018 SALARY**</u>	<u>2018-2019 SALARY</u>	<u>2019-2020 SALARY</u>	<u>2020-2021 SALARY***</u>
1	15.09	15.46	15.77	15.93
2	16.22	16.59	16.92	17.09
3	16.88	17.27	17.62	17.80
4	17.22	17.61	17.96	18.14
5	17.58	17.97	18.33	18.52
6	18.75	19.17	19.56	19.76
7	21.60	22.09	22.53	22.76
8	22.66	23.17	23.63	23.87
9	23.77	24.31	24.79	25.04
10	24.95	25.51	26.02	26.28

*Based on 7 hours per day for 183 days worked.

**Hourly wage at or below wage referenced in column.

***Reflects a 1% increase over the 2019-2020 salary.

IMPORTANT TELEPHONE NUMBERS

HUMAN RESOURCES	203-255-8462
PAYROLL	203-255-8386
INSURANCE	203-255-8381
TOWN RETIREMENT	203-256-3077
FAIRFIELD CREDIT UNION	203-256-3133