



**AGREEMENT BETWEEN**

**BOARD OF EDUCATION**

**TOWN OF BOLTON**

**And**

**PARAPROFESSIONALS**

**LOCAL 1303-355 OF CONNECTICUT COUNCIL #4**

**AMERICAN FEDERATION OF STATE, COUNTY AND**

**MUNICIPAL EMPLOYEES, AFL-CIO**

**July 1, 2022 – June 30, 2025**

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**AGREEMENT BETWEEN  
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AND  
PARAPROFESSIONALS  
LOCAL 1303-355 OF COUNCIL #4  
AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES, AFL-CIO**

This Agreement is entered into by and between the Bolton Board of Education, hereinafter referred to as the "Board" and Local 1303-355 of Council #4, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union".

**ARTICLE I  
RECOGNITION**

**Section 1.0**

The Board recognizes the Union as the sole and exclusive bargaining agent for the purpose of employment for all full-time and part-time paraprofessionals. Full-time paraprofessionals shall be defined to mean those employees employed as full-time for thirty (30) hours a week.

**ARTICLE II  
UNION DUES**

**Section 2.0**

The Union agrees to indemnify and to hold and save the Board harmless against any and all costs, including attorneys' fees, arising out of any and all claims, demands, suits or proceedings arising out of or by reason of, any action taken or not taken by the Board in reliance upon the check-off and union security provisions of this Agreement or the correctness of any Union dues or fees authorization furnished by the Union to the Board.

All employees of the Employer covered by this Agreement, who are members of the Union in good standing on the effective (execution) date of this Agreement and any new employee hired on or after the execution date of this Agreement may remain or become members in good standing of the Union during the term of this Agreement.

**Section 2.1**

Upon receipt of a signed authorization from the employee involved, the Board shall deduct from the employee's pay the first payroll of each month, such fees and/or dues as the Union shall determine. The Union agrees to hold the Board harmless from damages arising from the making of authorized deductions.

**Section 2.2**

Deductions as provided in Section 2.0 shall be remitted to the Council #4 office of the Union no later than thirty (30) days after such deductions have been made along with a list of employees from whom the deductions have been made.

### **Section 2.3**

At least one bulletin board shall be reserved in the staff room of each building in the Center School building, the Middle School building and the High School for the use of the Union for notices or announcements.

### **Section 2.4**

The Board shall provide an electronic copy of the contract to each employee. New employees shall be supplied a copy of the contract at the time he/she is employed. The Council #4 Office shall be supplied with five (5) signed contracts at the time of signing.

### **Section 2.5**

The Union shall have reasonable access to work locations for purposes of processing grievances or concerning matters within the scope of representation. The Union must request access to the work location from the building administrator prior to entry. Permission for access to the work location will be granted within reason so that such access shall not interfere with the work process, safety, or security of the work location. The Union shall not meet with the employees while on duty.

## **ARTICLE III GRIEVANCE PROCEDURE**

### **Section 3.0 - Definitions**

- (a) For the purpose of this Agreement, the term "grievance" means a complaint that there has been a misapplication, misinterpretation, or violation of a specific provision of this Agreement.
- (b) The term "days" means business days.
- (c) "Grievant" means an employee, group of employees, or the Union.
- (d) Time limits: In order to expedite the processing of grievances under this Article, each time limit shall be considered a maximum. All grievances shall be filed in writing at Step 2 within fifteen (15) days after the event or occurrence giving rise to the grievance. Any grievance not filed and pursued within the time limits specified in this Article shall be deemed waived. Failure to respond at any step shall be deemed denial of the grievance and shall enable the grievant to proceed to the next step.

### **Section 3.1**

Any such grievance shall be settled in accordance with the following grievance procedure:

- (a) Step 1 - The grievant and/or his/her steward or representative shall submit the grievance in writing within five (5) working days of the occurrence to the building administrator in an effort to get the grievance resolved. The aggrieved employee with his/her Union representative, if he/she desires, and the building administrator shall meet within ten (10) work days from the date of the supervisor's receipt of the grievance, in an effort to resolve the grievance.
- (b) Step 2 - If the grievance is not resolved within fifteen (15) days at Step 1, this grievance shall be reduced to writing and submitted to the Director of Pupil Services. The Director of Pupil Services, or his/her designee, shall arrange a meeting to discuss the grievance further. The Director of Pupil Services shall respond to the Union in writing within ten (10) days following receipt of the grievance.

- (c) Step 3 - If the grievance is not resolved within five (5) days at Step 2, this grievance shall be reduced to writing and submitted to the Superintendent. The Superintendent, or his/her designee, shall arrange a meeting to discuss the grievance further. The Superintendent shall respond to the Union in writing within ten (10) days following receipt of the grievance.
- (d) Step 4 - The grievant may submit the grievance to the Board of Education within ten (10) days after receipt of the Superintendent's response. Within fifteen (15) days following receipt, the Board shall conduct a hearing on the grievance. The Board shall render its decision within fifteen (15) days after the hearing.
- (e) Step 5 - The Union may submit the grievance to arbitration by requesting arbitration, in writing, to the Board within thirty (30) days after the Board decision at Step 4. The Board shall have the right to submit the grievance to the American Arbitration Association (AAA) at the Board's expense. If the Board does not elect to submit the grievance to the AAA, it shall notify the Union. The Union shall then have the right, within ten (10) days of the Board's notification, to submit the grievance to the State Board of Mediation and Arbitration. The parties shall share the costs of arbitration if the grievance is submitted to the Connecticut State Board of Mediation and Arbitration. The arbitrator's decision shall be final and binding on the parties. The arbitrator shall not have the power to add to, delete, amend, or alter the terms of this Agreement. The arbitrator may consider only one grievance in each case.

### **Section 3.2**

The grievant may handle his/her own grievance if he/she desires at Steps One to Three, but no settlement shall be made that is contrary to any of the terms of this Agreement.

### **Section 3.3**

The Board shall allow the aggrieved employee(s) and Union Steward the necessary time off without loss of pay to resolve any such grievance.

### **Section 3.4**

All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personal files of the participants, until said grievance is resolved.

## **ARTICLE IV DISCIPLINARY ACTION**

### **Section 4.0**

The Board will discipline for just cause which includes progressive discipline. Depending on the severity of the offense and disciplinary history, this may include the following steps:

1. Verbal warnings;
2. Written warning;
3. Suspension
4. Termination

Copies of all Board actions taken under this Article shall be given to the Union President.

## **ARTICLE V SICK LEAVE**

### **Section 5.0**

Full-time employees shall receive 12 days of absence cumulative to one hundred (100) days for personal illness or injury that prevents the employee from performing his/her work duties. Part-time employees shall receive 8 days of absence cumulative to fifty (50) days for personal illness or injury that prevents the employee from performing his/her work duties.

Up to six (6) sick days may be used for the care of an ill parent, child, spouse, or member of the employee's household for full-time employees.

Up to three (3) sick days may be used for the care of an ill parent, child, spouse, or member of the employee's household for part-time employees.

### **Section 5.1**

Upon an employee's retirement at or after age 60, or upon death, and provided that the employee has completed at least five (5) years of continuous service in the Bolton School System, the employee's designated beneficiary, or in the absence of one, his/her estate, shall receive payment for accumulated sick leave based on the following formula:

- (a) At the rate of four (4) days per year, not to exceed sixty-five days.
- (b) For employees hired after July 1, 2013, upon an employee's retirement at or after age 60, or upon death, and provided that the employee has completed at least ten (10) years of continuous service in the Bolton School System, an employee, the employee's designated beneficiary, or in the absence of one, his/her estate shall receive payment for accumulated sick leave based on the following formula:
- (c) At the rate of four (4) days per year, not to exceed forty (40) days.
- (d) The dollar value of the allowance will be based on the employee's salary at the time of retirement, or death.
- (e) To be eligible for the sick leave payout under a. and b. above, an employee shall notify the Board in writing no later than December 15<sup>th</sup> of the fiscal year prior to the effective date of retirement. Should such notice be provided by such date, the stipend shall be paid either at the end of that fiscal year or in the first month of the next fiscal year following the retirement or upon death. In exceptional cases, the Superintendent of Schools or his/her designee may waive the time line requirement. In exceptional circumstances, the employee may request to rescind their retirement request no later than March 1. The Superintendent or his/her designee shall determine if the request to rescind the retirement will be granted.

Only paraprofessionals employed by the Bolton Board of Education prior to July 1, 2019 shall be eligible to receive payments for accumulated sick leave upon retirement, or upon death, as set forth above.

### **Section 5.2**

After five (5) consecutive days of illness the Superintendent or his/her designee, may request a doctor's certificate for sick leave showing date(s) of illness. In the event an employee is out three (3) consecutive days for illness and is suspected of sick leave abuse, the superintendent or his/her

designee shall require a doctor's certificate for sick leave showing date(s) of illness. In addition, the first time an employee is suspected of sick leave abuse, he/she shall receive written notification detailing the reasons for such suspicion. At the employee's request, a meeting will be held to discuss the alleged suspicion. Thereafter, if an employee is subsequently suspected of sick leave abuse, he or she shall be subject to the disciplinary process, unless the employee provides a physician's certificate excusing the employee's absence(s). Suspicion of sick leave abuse shall be defined to include, but is not limited to, the regular use of sick days to extend holidays, vacation leave, personal days or weekends. Nothing in this language prevents the discipline of an employee for abuse of sick leave, even without prior written notification, if the administration has evidence of such abuse or misuse of sick leave.

## **ARTICLE VI SENIORITY**

### **Section 6.0**

An employee's seniority shall be based upon their length of continuous service, beginning on the employee's date of hire by the Board. The Union President shall be notified of all new hires upon date of hire.

The Board shall maintain a separate list for both full-time and part-time employees showing their seniority as stated above and deliver the same to the Union President on December 1 of each year. Unless the Union files a grievance concerning the list in writing within thirty (30) days following receipt of the list, the list will be presumed to be correct for all purposes of this contract. Upon completion of a probationary period (as defined in 6.1), new employees shall be added to this list. Interns, students, and temporary help are excluded from the provisions of this Agreement. Temporary help is defined as employees hired on a temporary basis.

### **Section 6.1**

New employees shall serve a probationary period of one hundred 100 days and shall have no seniority rights during this period, but shall be subject to all other provisions of this Agreement, except that if he/she is terminated during the probationary period, the termination shall not be subject to the grievance arbitration provisions of this Agreement. All employees who have completed the probationary period shall acquire length of service records as the date of their employment.

### **Section 6.2**

All openings for positions shall be posted on staff room bulletin boards in each school for at least one week before they are filled. Each position opening shall include a description of the job, a statement of qualifications, and the wage scale. In a case where a newly created position and/or promotion is to be filled and, in the Superintendent's opinion, two or more applicants possess equal qualifications and are the best qualified, if one of these is already employed in the Bolton School System, then said employee shall be shown preference in filling the position.

### **Section 6.3**

In the event a reduction in force is necessary, the Board shall determine which position(s) shall be eliminated. Layoffs shall take effect according to the Full-Time Seniority List and the Part-Time Seniority List as follows:

- (a) probationary employees;
- (b) the employee with the least seniority first in each list.

The Superintendent of Schools shall give written notice to the Union and employees to be affected at least fourteen (14) calendar days prior to the effective date thereof.

**Section 6.4**

Laid-off full-time employees, within 12 months of the date of their first layoff, shall be considered for rehiring first for a full-time position. Laid-off part-time employees, within 12 months of the date of their first layoff, shall be considered for rehiring first for a part-time position. While seniority is the major factor, ability, skill and work record will be considered. No new employees shall be hired in these classifications until the above employees in those classifications have been given an opportunity to return to work. Five (5) days written notification by certified mail to the last known address and phone contact to the most updated phone number provided by the employee shall be sufficient

notification. If no reply is received within ten (10) days after the mailing of notification as aforesaid, the employee shall forfeit all recall rights under this Section. Returning employees, under this Section, must return to work within fourteen (14) calendar days from the date of the mailing of the notification.

- (a) The provisions of this Section 6.4 shall not apply to emergencies, the use of temporary help, or temporary replacements pending the return of any employee who has been recalled from a layoff.

**Section 6.5**

Whenever possible, affected employees shall be given as much advance notice as possible of reassignments and transfers.

**ARTICLE VII  
PERSONAL DAYS**

**Section 7.0**

Full-time employees shall be entitled to three (3) days of personal leave unspecified annually, which shall not be cumulative. Part-time employees shall be entitled to two (2) days of personal leave unspecified annually, which shall not be cumulative. The employer has delegated to the Superintendent of Schools the responsibility for the administration of such requests as may from time to time occur. Personal leave shall not be used for vacation purposes and shall not be used the day before or the day after a school vacation or holiday.

Application for such leave shall be made through the Superintendent of Schools or his/her designee at least twenty-four (24) hours before the requested day of leave (except in emergencies).

The Superintendent, at his/her discretion, may approve absence for personal reasons in excess of the number of days allowable; such absence may result in a deduction of the equivalent of one day's salary.

**Section 7.1**

Employees shall be entitled to five (5) consecutive school days leave of absence with pay, from the



day of death, in the event of the death of a spouse, child/stepchild, parent(s), step-parent(s), brother, and sister with approval of the superintendent or his/her designee. Employees shall be entitled to three (3) consecutive school days leave of absence with pay, from the day of death, in the event of death of a mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents, and grandchildren with approval of the superintendent or his/her designee.

## **ARTICLE VIII HOLIDAYS**

### **Section 8.0**

Full-time employees shall be entitled to the following paid holidays at their normal hourly rates:

Labor Day (when school is in session)	New Year's Day
Columbus Day	Martin Luther King Day
Veterans' Day	Presidents' Day
Thanksgiving	Good Friday
Day after Thanksgiving	Memorial Day
Christmas	Independence Day (b)
	Floater (a)

- (a) Floating holiday is to be approved 24 hours in advance by the principal or his/her designee and not to cause of hardship for the school system. The floating holiday will not be taken the day before or the day after a school vacation or holiday. Should school be scheduled on a designated holiday, employees will report to work at regular pay and shall receive a floating holiday to replace the designated holiday.
- (b) Applies only to full-time and part-time employees who are employed during summer hours if the summer work begins prior to July 4th.

Part-time employees shall be entitled to the following six (6) paid holidays at their normal hourly rates:

Labor Day (when school is in session)	New Year's Day
Thanksgiving	Presidents' Day
Christmas	Memorial Day

- (c) Convocation marks the beginning of the school year.

### **Section 8.1**

Holidays falling on Saturday or Sunday will be celebrated according to state law.

## **ARTICLE IX INSURANCE**

### **Section 9.0**

The Board will provide health insurance for each eligible full time employee through the following plan:

Connecticut State Partnership Plan 2.0 (SPP):

- (a) The plan benefits shall be as set forth in the SPP effective on July 1, 2022 including any subsequent amendments or modifications made to the SPP by the State and its employee representatives. The administration of the SPP, including open enrollment, beneficiary eligibility and changes, and other administration provisions shall be as established by the SPP. Vision and dental benefits shall also be provided through the SPP. The premium cost share for dental coverage will be 16% for the duration of the contract.
  
- (b) The SPP contains a Health Enhancement Plan (HEP) component. All employees participating in the SPP are subject to the terms and provisions of the HEP. In the event SPP administrators impose the HEP non-participation or noncompliance \$100 per month premium cost increase or the \$350 per participant to a maximum of \$1400 family annual deductible, 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 \$100 per month premium cost increase shall be implemented through payroll deduction, and the \$350/\$1400 annual deductible shall be implemented through claims administration.
  
- (c) In the event any of the following occur, the Board or the Union may reopen negotiations in accordance with Conn. Gen. Stat. Section 7-473c(b) 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:
  - i) 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
  
  - ii) 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, any of which 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; and/or
  
  - iii) If the cost of medical insurance plan offered herein is expected to result in the triggering of an excise tax under The Patient Protection and Affordable Care Act or any other State or Federal statute or regulation and/or if there is any material amendment to the ACA that 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.

- (d) In any negotiations triggered under subparagraph (c) above as well as negotiations for a successor to this collective bargaining agreement, the parties shall consider the High Deductible Health Plan with Health Savings Account set forth in Article IX to be the baseline for such negotiations, and the parties shall consider the following additional factors:
- Trends in health insurance plan design outside of the SPP;
  - The costs of different plan designs, including a high deductible health plan structure and a PPO plan structure.

Should such negotiations be submitted to arbitration for resolution, the arbitration panel shall consider the foregoing in applying the statutory criteria in making its ruling.

- (e) The parties agree that the Board maintains the right to provide insurance coverage through alternative carriers, so long as the alternate carrier will provide benefits comparable to the coverage in place prior to the move to the CT Partnership Plan (the HDHP/HSA plan).
- (f) The premium rates shall be set by the SPP. Employees shall contribute 14.5% of the premium in 2022-23, 15% in 2023-24, and 15.5% in 2024-25.

### **Section 9.1**

The Board agrees to assume full premium cost of a \$50,000 face value term life insurance policy for all employees, such insurance to be subject to terms and conditions set forth by the carrier.

### **Section 9.2**

All insurances described in Sections 9.0 and 9.1 become effective the first day of the month following the execution date of this Agreement.

### **Section 9.3**

The Board reserves the right to change insurance carriers or underwriters provided comparable coverage and benefits are offered.

### **Section 9.4**

The Board shall maintain a Section 125 Plan (as permitted by law) for the purpose of permitting the paraprofessionals to make such premium contributions on a pre-tax basis.

## **ARTICLE X PENSION**

### **Section 10.0**

Full-time employees covered by this Agreement may participate in the Board's retirement account. In the school years 2019 - 2022, the Board shall contribute the equivalent of six percent (6%) of each

employee's gross income at no cost to the employee, to this plan.

Participation in the plan will be governed by the following rules:

- (a) Participation is subject to all terms and conditions of the plan as stated in the applicable annuity policy.
- (b) Contributions will be submitted to the Plan by the Board on each payroll.
- (c) Each new employee hired will become eligible to participate in the plan effective the third payroll of employment. The Superintendent or his/her designee will hold an orientation meeting with each new employee to explain the operation of the plan.

## **ARTICLE XI HOURS OF WORK AND OVERTIME**

### **Section 11.0**

The hours of employment shall be at least thirty (30) hours a week for full-time employees.

### **Section 11.1**

- (a) Time and one half shall be paid for all work performed in excess of forty (40) hours in any one (1) week, and all work performed on Saturdays.
- (b) Double time shall be paid for all work performed on Sundays.
- (c) Double time shall be paid for all work performed on holidays.

### **Section 11.2**

Each full-time employee shall have a thirty (30) minute duty free lunch period. Since the lunch period will be duty free, she/he will not be paid for said time.

### **Section 11.3**

Whenever possible, each full-time employee shall receive two (2) paid ten (10) minute breaks per day. Whenever possible, each part-time employee shall receive one (1) paid ten (10) minute break per day. School administration shall do everything possible to provide coverage for lunch and break periods.

### **Section 11.4**

Two bargaining unit employees involved in negotiations will be allowed time during work hours for such responsibility, if negotiations cannot be arranged outside of work hours.

### **Section 11.5**

Employees shall be required to report to work whenever school is in session.

### **Section 11.6**

The hours of work for employees on those days prior to holidays or vacations when teaching staff and students are released early shall be set at the discretion of the Superintendent.

### **Section 11.7**

- (a) If school is closed early due to weather conditions, employees may be dismissed early at the

- discretion of the Superintendent.
- (b) On days when there is a delayed opening of the schools, or if school is closed early due to weather conditions such as snow, ice, hazardous conditions, or other conditions which may cause school to close, employees shall be paid for the entire day as if they had worked their normal hours.
  - (c) On days when there are teacher conferences, at each school and final exams at the high school, employees shall be paid for the entire day as if they had worked their normal hours.
  - (d) On days when there is early release for professional development, staff may be excused thirty (30) minutes after student dismissal, with prior approval of the principal or building administrator. Such staff who are excused on these days will be required to record the actual hours worked on their time record and will be paid for actual hours worked. Staff may be required to stay for professional development during early release days, with one (1) week notice, not to exceed three (3) days per school year. Staff will be paid for their time participating in required professional development.

## **ARTICLE XII SAFETY AND HEALTH**

### **Section 12.0**

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

### **Section 12.1**

Paid professional development may be offered as determined by the Superintendent or his/her designee with seven days' notice when feasible.

## **ARTICLE XIII JURY DUTY**

### **Section 13.0**

Employees shall notify the Superintendent in writing not later than three (3) calendar days following receipt of notice of jury duty. Such employees shall be granted paid jury duty leave throughout their jury duty service and shall then be compensated the difference between fees paid for jury duty service excluding mileage and their normal pay based upon regularly scheduled hours of work excluding overtime.

## **ARTICLE XIV FAMILY AND MEDICAL LEAVE**

### **Section 14.0**

If any provision of this Agreement is inconsistent with the provisions of any applicable family and medical leave statute, the provisions of the statute shall be controlling.

## **ARTICLE XV WAGE SCALE**

### **Section 15.0**

The wage scale is attached hereto as Appendix B. Paychecks will be issued via direct deposit beginning on September 1, 2019. Direct deposit vouchers are posted on the employee portal.

### **Section 15.1**

In the event that a paraprofessional is required to substitute for a teacher, for any reason, for two (2) or more hours in a day, in addition to their regular pay they shall receive an additional twenty-five dollars (\$25.00) compensation. This does not pertain to the transition program.

### **Section 15.2**

When the health room is covered solely by the health room paraprofessional, without a nurse present, for two or more hours at Bolton Center School, or three periods a day at Bolton High School, the paraprofessional assigned will be reimbursed the rate stated in the contract for substituting for a certified teacher. This rate will be \$20 a day in addition to their hourly rate.

## **ARTICLE XVI MANAGEMENT RIGHTS**

### **Section 16.0**

Subject to the provisions of this Agreement, the Board and the Superintendent of Schools reserve and retain all rights, authority and discretion, in the proper discharge of their duties and responsibilities, to control, supervise and manage the school and its professional staff. Subject to the provisions of this Agreement, the Board has and will continue to retain, whether exercised or not, the sole right, responsibility and prerogative to direct the operation of the school in all its aspects, including but not limited to the following: to determine educational policy and maintain such educational activities as in its judgment will best serve the interests of the students; to decide the need for school facilities; to determine the care, maintenance and operation of buildings, lands and other property used for school purposes; to employ, assign, and transfer employees; to discipline, suspend to dismiss employees for just cause; to prescribe rules for the management, studies and discipline with the school; to determine the textbooks and other instructional equipment to be used; to prepare budgets and, in its sole discretion, expend monies appropriated by the legislature or derived from other sources for the operation of the school district; and to establish, change, and enforce reasonable rules, regulations and policies concerning, among other things, conditions of employment not in conflict with the Agreement.

## **ARTICLE XVII NO STRIKE**

### **Section 17.0**

The Union and the Board agree, individually and collectively, that it or they will not authorize, condone, instigate or sanction any strike, sympathy strike, work slowdown, concerted refusal to render services or other interference with the orderly conduct of the Bolton Public Schools. The

Board agrees that there shall be no lockout of bargaining unit employees during the life of this Agreement or any extensions hereof.

## **ARTICLE XVIII CONFIRMATION OF EMPLOYMENT**

### **Section 18.0**

On or before each August 1<sup>st</sup>, the Full-Time and Part-Time Paraprofessionals will receive a confirmation of employment for the coming school year with all details regarding employment whenever possible.

## **ARTICLE XVIV PERSONNEL RECORDS**

### **Section 19.0**

Employee personnel file shall be defined in accordance with Section 31-128 of the Connecticut General Statutes, which defines a personnel file as paper, documents and reports, including electronic mail and facsimiles, pertaining to a particular employee's eligibility for employment, promotion, additional compensation, transfer, terminations, disciplinary or other adverse personnel actions including employee evaluations or reports relating to such employee's character, credit and work habits.

An employee covered by this Agreement shall at his or her request be allowed to review his or her personnel file after having given one (1) working day's notice. Such personnel file shall be kept and maintained at Central Office.

## **ARTICLE XX SAVINGS CLAUSE**

### **Section 20.0**

If any provision of this contract is, or shall at any time be, contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law, and any substitute section shall be subject to appropriate consultation with the Union. In the event that any provision of this contract is, or at any time shall be, contrary to law, such provisions shall be severed from this Agreement, and all other provisions shall continue in full force and effect.

## **ARTICLE XXI DURATION**

### **Section 21.0**

This contract shall become effective July 1, 2022 and shall remain in effect until June 30, 2025, and from year to year thereafter unless either party notifies the other no later than one hundred and twenty (120) days prior to the expiration date above that it wishes to modify or change this

agreement in any manner.

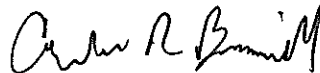
**Section 21.1**

This Agreement contains the complete agreement of the parties on all matters subject to negotiation. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement. This Agreement may not be modified except in writing signed by both parties.



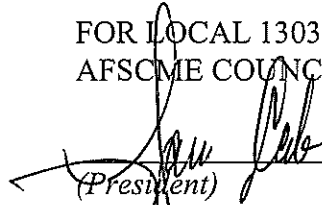
IN WITNESS THEREOF, THE PARTIES have set their hand this 21<sup>st</sup> day of January, 2022.

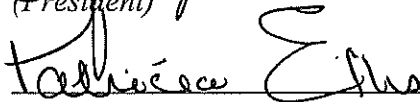
FOR THE BOARD

  
(Board Chair)

1/21/22  
Date

FOR LOCAL 1303-355  
AFSCME COUNCIL 4

  
(President)

  
(Vice President)

  
(Staff Rep. AFSCME Council 4)

1/25/22  
Date

**APPENDIX A  
PARAPROFESSIONALS  
WAGE SCALE**

<b>2021-2022</b>	<b>2022-2023</b>	<b>2023-2024</b>	<b>2024-2025</b>
GWI:	1.26%	2.50%	1.30%
STEP:	STEP	NO STEP	STEP
TOP STEP:	1.26%	2.50%	1.30%
1	15.00		
2-1	15.91	16.31	16.52
3-2	16.51	16.92	17.14
4-3	17.45	17.89	18.12
5-4	18.32	18.78	19.02
6-5	19.27	19.75	20.01
7-6	20.16	20.66	20.93
8-7	21.06	21.59	21.87
9-8	21.89	22.44	22.73
9	22.89	23.46	23.76
9 (TOP STEP)-10	23.80	24.40	24.72

In FY2022-2023 the rates reflect the step increase rate from FY2021-2022. The steps have been renamed to reflect the discounted use of Step 1 and the addition of a new step 10.

## **PAY DIFFERENTIAL**

1. Those employees whose regularly scheduled duties or assignments that involve handling personal hygiene (toileting) needs of students are eligible for a 10% pay differential for the period of time they are engaged in such duties or assignments.
2. Employees who hold a certification, public service activity license, or have special training and utilize such training in their regularly scheduled duties or assignments are eligible for 10% pay differential for the period of time they utilize such certification, license, or training.
3. The employees who are trained and certified at a higher level as a Braille Transcriber and utilize such training and certification in their regularly scheduled duties or assignments are eligible for 15% pay differential, for the period of time they utilize such certification and training, not in addition to provision 2 above.

The Director of Student Support Services will determine who is eligible for the differential. The differential would be a flat hourly rate increase over the employee's current rate of pay. Any employee assuming these duties on a temporary basis for five days or more will also be eligible for the differential, retroactive to the first day. The 10% differential will be in place for members when they take their contractually approved sick days, but not their personal days or holidays.

