AGREEMENT

Between the

BROOKFIELD BOARD OF EDUCATION

and the

PARA-EDUCATORS ASSOCIATION
CSEA, SEIU LOCAL 2001, CTW

July 1, 2018 through June 30, 2021

87966

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ARTICLE I
Board of Education Rights

The CSEA, SEIU Local 2001, CTW (hereinafter "Union") recognizes that the Brookfield Board of Education (hereinafter "Board") has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the public schools in the Town of Brookfield in all its aspects, including but not limited to the following: to assign all work to employees or other persons; to select, hire, demote and promote employees; to transfer and layoff employees; to determine work schedules and hours of work; to establish and continue policies, practices and procedures for the conduct of business and the management of operations; and, from time to time, to change or abolish such policies, practices or procedures. These rights, responsibilities and prerogatives shall not be exercised in a manner inconsistent with or in violation of the specific terms or provisions of this Agreement.

ARTICLE II
Recognition Agreement

A. The Board recognizes the Union as the sole and exclusive bargaining agent for the Para-Educators' Association (hereinafter called the Chapter), for the purpose of collective bargaining on matters of wages, hours of employment and other conditions of employment for those employees who are employed by the Board at least 20 hours per week as Para-Educators.

B. The Union accepts such recognition and agrees to represent equally all employees without regard to membership participation in, or union with the activities of, the Union or any other employee organization and to continue to admit to membership without qualification other than payment of dues and employment by the Board.

C. It is the intent and purpose of the parties hereto that their agreements promote and improve the quality of work in the Town and provide for orderly professional negotiations between the Board and the Union and secure prompt and fair disposition of grievances so as to promote a good influence upon the operation of the school program.

ARTICLE III
Probationary Status

New employees shall serve a probationary period of 90 school days. The discipline and/or dismissal of a probationary employee shall not be subject to the grievance procedures as set forth under Article XI – Grievance Procedure.

ARTICLE IV
Hours of Work

A. Unless otherwise required to meet student needs, employees shall be regularly scheduled to work a full student day which shall be inclusive of a one-half (1/2) hour unpaid lunch.

B. If school is forced to close early or open late due to an emergency, including, but not limited to inclement weather, Para-Educators shall receive a full day's pay providing that such day is considered a legal school day. For the purpose of this Article, lack of heat based upon statutory regulations, and lack of water to maintain personal hygiene, shall be considered "emergencies".

C. Para-Educators already in the school system shall receive notification of their assignment for the ensuing school year not later than the end of the current school year, if possible.

D. Full-time regular Para-Educators shall work the school year in addition to any periods of professional development the Board may require as noted on the District's school calendar. ABA Para-Educators shall also work for the period of summer school.

ARTICLE V
Sick Leave

A. Each full-time employee shall accrue one (1) day of sick leave per month up to a maximum of twelve (12) days of paid sick leave each year. The value of each day shall be prorated based upon the employee's scheduled hours. Full time employees hired after the start of the school year shall be entitled to paid leave equivalent to one (1) day per month from their date of hire to the following June 30.

B. Unused sick days may be accumulated to a maximum of seventy-five (75) days.

C. By October 15th of each year, each employee shall receive a statement of accumulated sick leave days to date.

D. The Board of Education retains the right to verify the reason for any absence for which sick leave is utilized.

E. Any bargaining unit member who has at least twelve (12) years continuous, full-time service in the Brookfield School system shall upon termination of employment, receive compensation for all unused and accumulated sick leave which, in any event, shall not be more than seventy-five (75) days at the rate of $15.00 per accumulated day. Such compensation shall require that the employee provide Human Resources at least two weeks advance written notice of his/her intent to terminate employment, except in exigent circumstances. In the event the employee fails to give at least two weeks advance written notice the Board may delay payment to the following July 1.

ARTICLE VI
Paid Time Off

A. All employees shall be entitled to use five (5) days in any one year (but not cumulative from year to year) as paid time off for any of the following reasons:

1. Marriage (self, children, parents, siblings, and siblings of spouse).
2. Non-FMLA qualifying illness in the immediate family (child, spouse, parent).
3. Attendance at graduation exercises (self, spouse, son, daughter).
4. Personal matter.
5. Religious holidays which occur while school is in session (with at least one week prior notice).
6. Other emergency and/or legal reason as approved by the Building Principal and Superintendent.

After eight (8) years of continuous employment, from date of hire, the employee will be eligible for one (1) additional PTO day.

B. Request for paid time off must be submitted at least 24 hours prior to the requested leave. If 24 hours' notice is impossible under the particular circumstances, the request shall be made by telephone to the supervisor with as much advance notice as possible. Such personal days may not extend school breaks (e.g., holiday closing, summer recess) except in extenuating circumstances approved by the supervisor.

C. Additional paid time off days may be granted in extenuating circumstances subject to approval of the Building Principal and Superintendent. Such leaves shall be deducted from accumulated sick leave.

D. In addition to the foregoing, all full-time members of the Chapter shall be entitled to three (3) days Funeral Leave annually without loss of normal pay for a death in the immediate family. Immediate family shall include spouse, parent, step-parent, parent-in-law, child, step-child, grandparent, brother or sister, step-sibling, brother-in-law or sister-in-law, aunt, uncle, or domestic partner. Additional funeral leave may be granted at the sole discretion of the Superintendent, whose decision shall not be subject to the grievance procedure.

ARTICLE VII
Jury Leave

Any employee who is called for jury duty may receive the necessary leave to fulfill this legal obligation. Employees must promptly notify their principal or his/her designee of the need for leave. This leave shall not be deducted from sick leave or personal leave days. For the first thirty (30) workdays of jury leave, the staff member shall receive a rate of pay equal to the

difference between the professional salary and the jury fee. The Superintendent of Schools shall have the right to appeal the employee's use for jury duty.

ARTICLE VIII
Leaves Without Pay

A. Leaves of absence without pay may be granted by the Board for a limited, definite period not to exceed one (1) year for the following reasons:

Health reasons, upon continued advice of a physician.

Other personal reasons subject to the review and recommendation of the Superintendent.

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 shall expire automatically at the date of expiration approved for the leave. If an extension is required, such extension must be approved in advance by the Board.

It is expected that, as far as possible, leave will be so arranged as to begin or end at the close of the school year.

B. Accumulated seniority shall not be lost during the leave of absence.

C. An employee returning from leave shall commence reemployment at the same pay level as if he/she had not taken a leave of absence.

D. The employee shall if he/she so desires, receive insurance benefits at COBRA rates paid for by the employee while he/she is on leave of absence without pay.

ARTICLE IX
Workers' Compensation

A. Whenever an employee is absent from school as a result of bodily injury caused by an accident arising out of and in the course of his/her employment, such employee shall be paid 66 2/3 of his/her full salary in accordance with law.

B. No part of such injury leave shall be charged to the employee's available sick leave.

ARTICLE X
The Family and Medical Leave Act

As outlined in Board Policy # 4152.6, the Family and Medical Leave Act (FMLA) provides up to 12 weeks of unpaid, job-protected leave on a rolling twelve month basis to eligible male and female employees for certain family and medical reasons, including:

- To care for an employee's child after birth
- Following placement of a child with an employee for adoption or foster care
- To care for an employee's immediate family member (spouse, child or parent) who has a serious health condition; and
- For an employee's own serious health condition that makes him/her unable to perform the essential functions of his/her job

Such leave will run concurrently with all accrued leave (sick, paid time off) to the extent that the employee has accrued those days.

Please see Board Policy # 4152.6 for additional information.

ARTICLE XI
Grievance Procedure

A. A grievance shall mean a complaint by a bargaining unit member that there has been a breach of any specific provision of this contract between the Board and the Association, except that the term "grievance" shall not apply to any matter for which a method of review is prescribed by law, or any matter which according to the law is either beyond the scope of Board authority or limited to unilateral action by the Board alone.

B. An employee must file a grievance in writing within fifteen (15) working days after occurrence of the act or condition being grieved, setting forth the facts of the grievance and citing the provision(s) of the contract alleged to have been breached, or the grievance will be waived. "Working days" means work days of the bargaining unit.

C. Grievances shall be handled in the following manner:

Any employee, and her/his Union representative, considering himself or herself aggrieved must first discuss the matter informally with his or her immediate supervisor for the purpose of resolving complaints on an informal basis, but such informal process shall not impact the grievance timelines.

Level One - Building Principal

The grievant, and her/his Union representative, shall present his or her grievance in writing to the Building Principal setting forth the grounds upon which the grievance is based and the suggested remedy sought. Such grievance must be filed within fifteen (15)

working days after occurrence of the act or conditions being grieved. The principal shall provide a written response to the employee within ten (10) working days of receipt of the grievance.

Level Two - Superintendent

In the event the grievance has not been resolved at Level One or in the event that a decision has not been rendered within ten (10) working days after receipt of the grievance by the Principal, the aggrieved person, and her/his Union representative, shall file the grievance in writing with the Superintendent within five (5) working days after the Principal's decision has been rendered, or fifteen (15) working days after the grievance was filed, whichever is sooner.

The Superintendent or his designee shall, within fifteen (15) working days after receipt of the written grievance, respond to the grievance in writing, to the Union representative.

Level Three - Arbitration

If, after the receipt of a response from the Superintendent, the grievance still is not resolved, the Union may submit the grievance, within fifteen (15) working days after receipt of the Superintendent's decision or within fifteen (15) working days after said decision is due, to the Connecticut State Board of Arbitration and Mediation for binding arbitration in accordance with Section 7- 472 of the Connecticut General Statutes. The decision of the arbitrator shall be final and binding on all parties. The arbitrator shall not substitute his discretion for that of the Board in any matter not specifically contracted away by the Board.

ARTICLE XII
Insurance Benefits

A. Life Insurance: The Brookfield Board of Education shall pay the cost of a life insurance policy in the amount of $15,000 for all full-time members of the Chapter.

B. Medical Insurance: Subject to cost sharing, the Board of Education will pay for individual and dependent medical coverage, as listed below, for each full-time employee regularly working a minimum of thirty (30) hours per week and wishing to enroll in the plan.

Effective July 1, 2016, eligible employees shall be offered medical benefits in the form of a high deductible health plan ("HDHP") which includes a $2,000 individual deductible and a $4,000 deductible for individual plus dependent coverage. After the deductible is satisfied employees shall be responsible for copays for prescription drugs in the amount of $5.00 for generic drugs, $25.00 for brand preferred drugs and $40.00 for brand non-preferred drugs. After the annual deductible is satisfied in-network services shall be covered at 100%; out-of-network services shall require payment of 20% co-insurance.

The Board shall fund the following portions of the $2000 or $4000 deductible for each employee, whichever is applicable, to each eligible employee's health savings account during the plan year:

2018-2019	30%
2019-2020	30%
2020-2021	30%

in two (2) installments; one in the second payroll in July and one in the second payroll in January.

The insurance coverage shall be provided by the Board and the provided plan must be fully complied with by employees. All applicable disincentives and penalties will be enforced.

The Board shall adopt an I.R.S. Section 125 Plan for Board provided health benefit premium sharing by employees. This plan shall be part of one (1) Brookfield School District-wide plan. I.R.S. regulations shall govern the administration of this plan. The Board makes no representations or guarantees as to the initial or continued viability of such a Salary Reduction Agreement, and shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax exempt status of employee insurance premium contributions. So long as the Board makes a good faith effort to comply with this paragraph, neither the Union or any employee covered by this Agreement shall make any claim or demand, nor maintain any action against the Board or any of its members, employees or agents for taxes, penalties, interest or other cost or loss arising from a flaw or defect in the Salary Reduction Agreement, or from a change in law which may reduce or eliminate the employee tax benefits to be derived there from.

Employees wishing to participate in the medical insurance program must complete and sign a participation agreement and payroll deduction form from the personnel office.

C. The Board will provide a dental program for employees. Coverage will include diagnostic and preventative services payable at 100%. An individual member deductible of $50 per calendar year and family deductible of $100 per calendar year will be shared between basic and major services. Basic services are payable at 80% and are subject to the deductible. Major services are payable at 50% and are subject to the deductible also. The maximum coverage allowance is $1,200 per person per calendar year.

D. Annual premium sharing contributions will be made by the employee for medical and dental insurance through payroll deduction of 21 equal payments. The employee will contribute toward the insurance premium (or equivalent) costs for the contract term as follows:

July 1, 2018:	14% for Individual coverage
	40% for Two-person and Family coverage

July 1, 2019:	14% for Individual coverage 40% for Two-person and Family coverage
July 1, 2020:	15% for Individual coverage 35% for Two-person and Family coverage

These premium share rates shall be based on the allocation rates in effect on July 1 of each year of the contract.

E. If the Board wishes to change the carriers or administrators of the health insurance benefits listed in this Article, it must offer employees a plan with coverage comparable to or better than the coverage described in this Article and a network that includes at least 80% of the current network providers in Fairfield County and proposed insurance carrier change, and the Board will provide to the association, upon request, an analysis of the similarities and differences between the current and proposed carriers in order to substantiate that the two are comparable. Any dispute regarding "comparable or better" coverage shall be resolved in accordance with Article XI, Level Three (Arbitration) before the American Arbitration Association (AAA), in accordance with AAA labor rules, prior to the implementation of any such change, provided the Union files for arbitration within ten (10) working days of being provided the insurance comparisons by the Board.

F. Administration of Claims. If a medical insurance claim has not been processed within thirty days of the date the claim was filed, the employee may notify the Board's business office which shall provide assistance in the processing of the claim. This provision is not subject to Article XI (Grievance Procedure) of this Agreement.

G. The Board will provide an Employee Assistance Program for eligible staff.

H. In lieu of the HDHP, the Board may at any time enroll bargaining unit members in the Connecticut Partnership Plan 2.0 and, in such event, employees shall contribute the percentage of premium costs as set forth in Section D., above.

ARTICLE XIII
Teacher Substitute

When a member of the bargaining unit is required to serve as a substitute teacher, he or she shall be paid at a rate of $5.00 per hour in addition to the regular Para-Educator hourly rate. This does not include the short and temporary absence of the teacher for less than a full consecutive thirty (30) minutes in any one (1) day.

A qualified member of the bargaining unit who serves as a substitute teacher for 20 consecutive days for the same teacher in any one fiscal year will, commencing with the twenty-first day of

service, be paid an amount equal to the prevailing B.A. Step 1 per diem rate, retroactive to the first day of the assignment, such service to be non-cumulative from year to year.

ARTICLE XIV
Longevity

A. Para-Educators earn longevity payments for years of completed service as an active employee in the bargaining unit according to the following schedule:

10 years through 14 years - $350
15 years or more - $600

B. Such payments shall be made no later than fifteen days after his or her anniversary date in the bargaining unit.

C. Employees hired after April 1, 2019 shall not be eligible for longevity benefits.

ARTICLE XV
Chapter Meetings on School Property

The Chapter may call meetings in each school before or after school or during lunch whenever necessary, providing that such meetings are approved in advance by the Superintendent of Schools or his designee and do not conflict with other scheduled school activities or programs or interfere with school operations.

ARTICLE XVI
Visitation Clause

A duly authorized officer or union representative may secure permission to enter the Employer's premises for the purpose of adjusting disputes, investigating working conditions and determining whether or not the terms of this Agreement are being adhered to. The union representative shall request such a visit from the Superintendent of Schools, or designee, but shall in no way interfere with the normal operation and procedure of business.

ARTICLE XVII
Union Dues Language

A. During the life of this agreement, an employee retains the freedom of choice whether or not to become or remain a member of the Union.

B. Union dues shall be deducted by the Board from the paycheck of each employee who signs and remits to the Board a membership authorization form. Such deduction shall be

discontinued upon written request of an employee, who no longer wishes to be a member, thirty (30) days in advance.

C. The amount of dues deducted under this article, together with a list of employees, shall be remitted to CSEA, SEIU Local 2001, CTW no later than the last day of each month in which dues are collected. A list of employees with their deductions shall be provided upon request. The Board shall notify the Union of personnel changes within the bargaining unit (new hires, separations and leaves of absence) no later than the last day of the month in which such changes occur.

D. The Union shall indemnify and hold the Board harmless against any liability claim or cost which may arise by reason of any action taken by the Board in complying with the provisions of this Article.

ARTICLE XVIII
Employee Review of Official Personnel Folders

A. Employees desiring to review their official personnel folders will be permitted a reasonable opportunity to do so by making an appointment through their immediate supervisor.

B. The Employee will be afforded the opportunity to put on record any statement he/she wishes to make about unfavorable information contained in the mentioned folders.

ARTICLE XIX
Seniority/Lay-Off/Vacancies/Transfer

A. In the event it becomes necessary to reduce the number of Para-Educators, the Board shall determine the position(s) which shall be laid off based upon the Board's assessment of the needs of the school system. Whenever an employee is chosen for layoff, an employee may bump the least senior bargaining unit employee from the position for which the bumping employee possesses all of the training, skills and demonstrated abilities to effectively perform the functions of such position provided the bumping employee is more senior than the employee bumped.

B. In the event of a lay-off, the Board shall prepare a list of full-time members of the bargaining unit indicating their seniority in length of service.

C. Probationary employees as indicated in the Probationary Status shall have no seniority rights.

D. Seniority will not diminish during any period of layoff during which a person has recall rights, but no additional seniority shall accrue.

E. Seniority in the Brookfield Public School system for Para-Educators who have been reemployed will continue from the date of reemployment.

F. Lists of vacancies which the Board decides to fill and/or new positions shall be posted only on the Board's website for five (5) working days. Filling all vacancies, the Board shall offer employment to the most qualified applicant. Where one or more existing employees are determined to be the most qualified, the Board shall offer the position to the most senior of the most qualified applicants. In determining qualifications, the Board shall consider applicants who possess all of the training, skills and demonstrated abilities to effectively perform the duties of the position. During this posting period, no new hires will be made from outside the bargaining unit except on a temporary basis.

G. Para-Educators who apply for vacancies under this Article shall file their intention in writing with the Superintendent or his designee within the time limited provided.

H. Members of the Chapter who wish to transfer to another building shall file a written statement of such desire with the Superintendent or his designee not later than May 1 or during the five (5) day posting period described above. Such statement shall include the school(s) to which the member wishes to be transferred.

Involuntary transfers shall be made only after a meeting between personnel involved and the Chapter at which time the Para-Educator shall be informed of the reason for the transfer, and shall be given an opportunity to bring forth any concerns or secondary impacts this transfer may cause.

ARTICLE XX
Recall

A. Prior to hiring new personnel covered by this contract, Para-Educators laid off due to a reduction in force will be given consideration for rehire. However, priority in filling any vacancy or position will be given to the requirements of the position and the qualifications necessary to meet those requirements.

B. Laid off employees shall have recall rights for a period of twelve (12) months.

C. When employees are to be recalled, the first recalled shall be those last laid off, provided that such employees meet the requirements, qualifications and demonstrated abilities to effectively perform the duties of the position for which the employee is being recalled.

D. Return to work from layoff must be accomplished within two (2) weeks of the certified notice of recall or the person will be considered as a voluntary termination, unless this provision is waived by mutual agreement of the parties, in writing to allow extenuating circumstances.

E. Accumulated sick leave benefits will be restored to Para-Educators upon their reemployment.

F. Any full time employee who is laid off shall have recall rights to a full time position. For the purpose of this section, a refusal of a part time position by an employee laid off from a full time position shall not constitute a refusal to return, but said employee shall retain her/his position on the reemployment list until a full time position is available during the recall period.

ARTICLE XXI
Dismissal/Discipline

A. The dismissal/discipline of any non-probationary employee in the bargaining unit will be for just cause only. For purposes of this contract, "discipline" means a written reprimand, suspension or discharge.

B. A verbal and then a written warning shall have been given prior to dismissal, except in instances of serious employee misconduct.

C. Any employee receiving discipline under this article shall be given written notice by the Superintendent or his/her designee stating the reasons for the discipline.

D. A copy of any written reprimand or more severe discipline will be placed in the employee's personnel file and the original shall be furnished to the employee.

ARTICLE XXII
Severability

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

B. This Agreement may be reopened on any provision provided that the Board and the Union agree in writing to such effect.

ARTICLE XXIII
Resignations

Written notice of resignation shall be filed with the Superintendent of Schools at least two (2) weeks in advance of separation. This notice should include a statement of the reasons for this action.

ARTICLE XXIV
Contract Duration

The duration of this contract shall be for a three (3) year period of July 1, 2018 through June 30, 2021.

ARTICLE XXV
Performance Evaluation

A. All Para-Educators shall undergo a performance evaluation at least annually.

B. Para-Educators shall be given an opportunity to answer any evaluatory statement placed in their folder and their written statement shall be attached to the evaluatory statement.

ARTICLE XXVI
Miscellaneous

A. No employee shall be required to use his or her personal vehicle to transport any student. If an employee uses their personal vehicle to conduct Board business or to travel from one school to another school for Board required business the employee shall be compensated at the current IRS rate. Use of personal vehicles shall require advance approval of the employee's supervisor.

B. When a Para-Educator is assigned to a specific student, the case manager will attempt to meet at least quarterly with the Para-Educator to discuss and review the plan established for the student.

C. Employees whose work year is equivalent to the school year shall receive their pay over a period of twenty-one (21) paydays. There shall be twenty-six (26) paydays for employees who work longer than the school year. Paydays will commence on the second payroll of the school year. Direct deposit shall be the exclusive method for payment of wages effective July 1, 2016.

D. Up to five (5) days of unpaid leave may be taken bargaining unit-wide each contract year to attend union conventions, conferences, or other activities sponsored by the Union, provided the employee provides adequate advance notice and documented proof of the reason for the leave.

IN WITNESS WHEREOF, the Board of Education and the CSEA, SEIU Local 2001, CTW and the Para-Educators Association have considered this Agreement to be executed by their proper officers.

BROOKFIELD BOARD OF EDUCATION

Colette Sturm — **Date** 6/10/19

Chairman

CSEA, SEIU LOCAL 2001, CTW AND PARA-EDUCATORS ASSOCIATION

Date 6-10-19

(Chapter) President

Date 6/10/19

CSEA, SEIU LOCAL 2001, CTW
760 CAPITOL AVE.
HARTFORD, CT 06108

Date 6/10/19

Witness

EXHIBIT "A"
Hourly Rates of Pay

Section I

The minimum and maximum hourly rate of pay is as follows:

PARA-EDUCATOR I:

	Minimum	Maximum
2018-19	$15.99	$21.61
2019-20	$16.23	$21.93
2020-21	$16.47	$22.36

PARA-EDUCATOR II:

(Para-Educators providing student support within an Applied Behavioral Analysis program as described in paragraphs 12-16 of the Para-Educator Job Description)

	Minimum	Maximum
2018-19	$24.24	$29.79
2019-20	$24.60	$30.24
2020-21	$24.97	$30.69

Effective and retroactive to July 1, 2018, the minimum and maximum wage rates in effect on June 30, 2018 increase by 1.5%, and all employees not at the maximum shall receive a 2.5% general wage increase.

Effective July 1, 2019, the minimum and maximum wage rates in effect on June 30, 2019 increase by 1.5%, and all employees not at the maximum shall receive a 2.5% general wage increase.

Effective July 1, 2020, the minimum and maximum wage rates in effect on June 30, 2020 increase by 1.5%, and all employees not at the maximum shall receive a 2.5% general wage increase.

All new hires shall be placed at the minimum rate.

Section II

Any Para-Educator who is required to engage in toileting activities involving direct physical assistance of students participating in a toileting protocol or who are diapered shall receive the following additional per hour stipend for the specific hours engaged in such activities in addition to his/her regular hourly rates for the said contract year. Said stipend shall be $2.50 per hour.