



AGREEMENT

between the

AVON BOARD OF EDUCATION

and

CSEA, SEIU LOCAL 2001

on behalf of the

**AVON PARA-EDUCATORS, INTERVENTIONISTS & NUTRITION SERVICES
EMPLOYEES**

JULY 1, 2020- JUNE 30, 2024

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ARTICLE 1 -PREAMBLE

This Agreement is made by and between the Avon Board of Education and CSEA, SEIU Local 2001, Union on behalf of the Avon Para-Educators, Interventionists and Nutrition Services Employees.

ARTICLE 2 - RECOGNITION

The Board recognizes CSEA, SEIU Local 2001 for the purposes of professional negotiation as the exclusive representative for all employees in the unit consisting of Interventionists, Nutrition Services Employees and all employees of the Board engaged in Para-Educator work which includes classroom assistance, clerical and office assistance, in the public school system of the Avon Board of Education. The Board agrees that each member of the Union will be afforded equal opportunity and treatment.

- A. The Union accepts such recognition and agrees to represent all employees covered by this agreement as provided by CT statutes.
- B. It is the intent and purpose of the parties hereto that their agreements promote and improve the quality of each Union member's work for the Avon Board of Education, provide for orderly professional negotiation between the Board and the Union, and secure prompt and fair disposition of grievances so as to promote positive influences upon the operation of the school program.

ARTICLE 3 - BOARD RIGHTS AND RESPONSIBILITIES

The Board of Education has and will continue to retain, whether exercised or not, all powers specified in Conn. Gen. Stat. Sec. 10-220, which is incorporated herein by reference, and has and will continue to retain exclusively whether exercised or not, all of the rights, powers and authority not specifically relinquished, abridged, or limited by the provisions of this agreement; it shall have the sole right, responsibility and prerogative of management of all of the affairs of the schools and the direction of the working forces including but not limited to the following:

- A. To determine the care, maintenance and operation of its facilities and equipment used for and on behalf of the purposes of the Board of Education.
 - B. To establish or continue policies, practices and procedures for the conduct of school business, and from time to time, to change or abolish such policies, practices, or procedures, provided the employees are notified in writing of such changes.
 - C. To employ, transfer, promote or demote employees for just cause, or to lay off, terminate, otherwise relieve employees from duty for lack of work, budgetary cuts or other legitimate reasons when it should be in the best interest of the Board or of the schools.
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- D. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the schools, provided the employees are notified in writing of such rules.
- E. To establish job descriptions and job classifications, and, from time to time, change such job descriptions and job classifications, and to ensure that incidental duties connected with school operations, whether enumerated in job descriptions or not, are consistent with the overall job duties of a Para-Educator, Interventionist or Nutrition Services Employee.
- F. For Para-educators and Interventionists only, to establish contracts or subcontracts for school operations, provided that this right shall not be used for the purposes or intentions of undermining the Union or of discriminating against its members or of reducing Union or employees' hours. Notwithstanding, the Board has and will continue to retain, whether exercised or not, the right, responsibility and prerogative to subcontract out the nutrition services operations if and when the Board can demonstrate a compelling financial need to do so. If the Board decides to exercise its right to subcontract its nutrition services operations, the Board shall take reasonable steps to ensure that such Nutrition Services Employees are hired by the subcontractor. If an employee applies for a position with the subcontractor selected by the Board and complies with all applicable application requirements of the subcontractor, but the subcontractor does not select the employee for a position with the subcontractor, then the Board shall pay such employee a severance equal to one week's worth of wages for each year of service, up to a maximum of six (6) weeks, based on the employee's current, regular wage rate and current, regular schedule with the Board at the time of the employee's separation from employment as a result of the decision to subcontract the nutrition services operations. The Board shall also provide any unselected employees who were on the District's insurance with an additional sixty (60) days' of insurance coverage beyond the date of separation from employment with the District, based on the in effect applicable coverage at the time. In the event the Board issues an RFP for nutrition services, it will send a copy of the RFP to the Union.
- G. The above rights, responsibilities and prerogatives are inherent in the Avon Board of Education and the Superintendent of Schools and are not subject to delegation in whole or in part.

ARTICLE 4 -WORKING CONDITIONS

- A. Vacancies covered by this agreement shall be announced to the Union five (5) working days prior to general posting. The Board will also post vacancy notices on the district's website. Whenever possible, Union members shall be given preference for a permanent position. Appointment to the vacancy shall be at the discretion of the Superintendent of Schools or designee with consideration given to qualifications and experience. Candidates will be selected on the basis of training, experience, references, and interview.

- B. Employees may apply for transfers at the time of announcement of job openings. In making transfers, consideration will be given to required qualifications and satisfactory past performance, as well as an interview with the prospective supervisor, although the final decision will rest with the Superintendent of Schools or designee. All other qualifications being equal, as judged by the Superintendent of Schools or designee, seniority will prevail if two (2) or more staff members apply for a given vacancy. The President of the Chapter shall be notified within 5 days when vacancies have been filled and by whom. The notification shall also include the rate of pay and the work location.
- C. The Superintendent of Schools or designee shall place new hires on the salary schedule, taking into account training, experience and other relevant qualifications. No new employee shall be placed at a higher step on the salary schedule than an existing employee with equivalent training, experience and qualifications.
- D. If schools are closed or opened prior to the regularly scheduled time due to any emergency or necessity, employees can leave or be called to their work assignments at a time that is determined only by the Superintendent of Schools or designee. Bargaining unit members who are released early by the Superintendent of Schools or designee shall receive no loss of pay. Employees reporting to work after a delayed opening will make every effort to be at their work station on time, but no later than 20 minutes before children are scheduled to arrive at school. However, the employee will suffer no loss of pay as a result of a delayed opening. In the event a school day is held remotely due to inclement weather or other emergency, para-educators and/or interventionists shall be required to work remotely.

Should the Board allow student learning remote days for inclement weather or other emergency, Nutrition Services Employees may be required to perform remote work (e.g. professional development), but in no event will Nutrition Services Employees suffer any loss of pay.

Any Nutrition Services employee who works on any scheduled half day for students will be compensated for at least one-half (½) of their regularly scheduled shift.

- E. New employees shall be considered probationary for a period of sixty (60) school days from the date of hire. Such employees may be discharged at will during the probationary period and such discharge shall not be subject to the grievance or arbitration procedures.
- F. Professional development and/or training time at Board expense will be provided when needed as determined by the Superintendent of Schools or designee, Director of Pupil Services, Director of Nutrition Services or School Administration.

For Para-educators and Interventionists, a calendar and schedule of professional development activities will be developed at the beginning of the school year and as the need arises during the school year. Two (2) such professional development will occur the two (2) days before the opening of the student school year to coincide with a teacher workday also to be held on these days. Meetings between case managers and Para-Educators will also be held on these days. Para-Educators and Interventionists will also receive paid professional development days to coincide with the teachers' professional development schedule after the school year begins. Para-Educators and Interventionists will receive their hourly rate of pay for any required training that occurs beyond their assigned work day or year.

If Para-Educator training is not provided on teacher-parent conference days, then Para-Educators may remain at school for the remainder of their work day provided the work is initiated by the case manager, approved by the school administration, and must be related to a child's Individual Education Program. Interventionists may be required to work on parent teacher conference days as determined by the Administration.

For Nutrition Services employees, one professional development day will occur prior to the first student day. Further professional development will be scheduled, as needed, at the discretion of the Director of Nutrition Services.

- G. **Work Schedule** - The work schedule for Para-Educators and Interventionists will consist of all student days, plus four (4) scheduled in-service days during the school year, plus two (2) days to coincide with the two (2) teacher workdays before the opening of school, (pursuant to Section F above), and such additional days as are determined to be necessary by the Superintendent of Schools or Central Office designee. Para-Educators and Interventionists will receive a one-half hour unpaid lunch. [Emphasis added]. Para-Educators who work eight (8) or more hours on any given day shall also receive a fifteen (15) minute break with pay on those days only.

The work schedule for a Nutrition Services employee will consist of all student school days, plus one (1) scheduled professional development day before the first student day, and such additional days as are determined to be necessary by the Superintendent of Schools or the Director of Nutrition Services. Nutrition Services workers shall receive a one-half hour paid lunch and may receive a free school meal. [Emphasis added]. Nutrition Services workers who work eight (8) or more hours on any given day shall also receive a fifteen (15) minute break, with pay, on those days only.

Except as otherwise agreed to in this Agreement, if a Nutrition Services employee is required to work on a day when their assigned school is closed, such time shall be paid at time and one half of the employee's regular rate of pay (e.g.

power outage, broken freezer, etc.). This provision shall not apply to catering duties. Payment for catering duties is governed by Section O below.

H. **Overtime** - Overtime will be paid in accordance with applicable State and Federal laws. No employee shall be entitled to nor requested to work any overtime for any hours beyond the scheduled working hours unless prior approval for the extra hours is given by the Superintendent of Schools or designee.

I. **Separation from employment**

- 1 Any bargaining unit member who voluntarily leaves the employment of the Board shall give the Board two (2) weeks advance notice in writing.
- 2 If the Board intends to dismiss an employee other than for job related misconduct or just cause, a two-week notice of termination or pay in lieu of notice thereof shall be given to the employee.

J. Para-Educators, Interventionists and Nutrition Services employees may be transferred within the school system at the sole discretion of the Superintendent of Schools or designee. In making an involuntary transfer of any employee, consideration will be given to required qualifications and performance. An employee may grieve such transfer as unreasonable.

In order to request a change of assignment for the following school year, a Para-Educator, Interventionist or Nutrition Services employee must file a written request for transfer of assignment, stating the reasons for such transfer, with the Superintendent of Schools or designee not later than May 1.

Para-Educators, Interventionists and Nutrition Services employees will be notified in writing by July 1 of their assignment for the next school year. Involuntary transfers will be notified both in writing and in person by the building principal, Director of Pupil Services, Director of Nutrition Services, Director of Human Resources, or Superintendent of Schools or designee by July 1.

K. Para-educator employees will be required to have a Mantoux test for tuberculosis detection before employment. A follow up chest x-ray will be required if the Mantoux test indicates a positive reaction. Any Para-Educator previously described shall be required to have a Physical Exam and Tine test every three (3) years, administered by the school nurse at Board expense. Positive reactors must have a chest x-results and the radiologist's written report sent to the Superintendent of Schools or designee.

- L. Para-Educators may be assigned to supervise individual students, or groups of students, or a classroom of students as approved by the Principal, Superintendent of Schools or designee.
- M. Where substitute coverage is sought from a Nutrition Services employee at a different school from their regular assignment, if the Nutrition Services employee is not already scheduled to work such hours/days at their usual assignment, then the substitute coverage shall only be on a voluntary basis.
- N. **Nutrition Service Employees' Uniforms.** Annually at Board expense, all Nutrition Services employees shall be provided five (5) uniform tops, three (3) aprons and three (3) hats/visors, as well as daily hairnets. Nutrition Service Employees shall be permitted to wear black pants of their own choosing and shall be provided with an annual shoe reimbursement up to fifty dollars (\$50.00) per year, upon submission of a valid receipt. In addition, except as modified in this Agreement, uniform requirements set forth in Section K of the Nutrition Services Employee Handbook shall remain in effect.
- O. **Catering Duties.** Where any Nutrition Services employee is required to perform evening catering duties beyond one (1) hour before the start or after the end of their regularly scheduled shift such time shall be paid at time and one half of the employee's regular rate of pay.
- P. **Feeding Program Duties.** Where any Nutrition Services employee is required to perform feeding program duties that fall outside of or extend past the employee's regularly scheduled hours or on a non-workday, such work shall first be on a voluntary basis starting with the most senior Nutrition Services employee(s), and then on a rotating basis by reverse order of seniority, and shall be paid at the employee's regular rate of pay subject to state overtime provisions where applicable. In the event no volunteers agree to work, the least senior employee shall be required to perform such work.
- Q. If food and other deliveries fall outside of a Nutrition Services Employee's regularly scheduled hours, and said employees are directed to stay by the Director of Nutrition services or designee, no fewer than two (2) Nutrition Services employees shall be assigned to receive and put away said deliveries. All such hours shall be paid at straight time subject to state overtime provisions where applicable.
- R. In the event the Director of Nutrition Services requires a Nutrition Services Employee to perform work in a higher classification, said employee shall be paid at the higher classification rate of pay (at his/her same step).
- S. **Planning Time for Interventionists.** All Interventionists shall receive one hundred fifty (150) minutes of paid planning time per regular five-day week. A planning period shall be no fewer than thirty (30) minutes. For purposes of this provision, planning time is the non-instructional part of the Interventionist

workday available to help Interventionists improve the student learning experience. This could include lesson planning, student progress monitoring reports, and collaboration and discussion of instructional and curriculum matters. Available planning time during the Interventionist's workday excludes the Interventionist's assigned instructional time, duty free lunchtime and duty assignment.

ARTICLE 5 - LEAVE PROVISIONS

- A. JURY DUTY- Any employee required to appear for jury duty shall be granted a leave of absence for the duration of said duty and shall be paid the difference between earned salary and the amount received for jury duty. Such leave must be requested through the building principal and approved by the Superintendent of Schools and designee forty-eight (48) hours in advance. Jury Duty certificate must be provided as proof of service.
- B. PERSONAL LEAVE- Where absence from service is necessary and unavoidable, and where to the extent practical notice is given in advance, employees shall be permitted one personal day a year, non-accumulative with pay subject to approval of the principal for Para-educators and Interventionists, or the Director of Nutrition Services for Nutrition Service Employees. Beginning with the second school year of employment, bargaining unit members shall be eligible for up to three (3) personal days, non-accumulative with pay subject to the approval of the principal for Para-educators and Interventionists, or the Director of Nutrition Services for Nutrition Service Employees. Such leave must be requested 48 hours in advance except in case of an emergency through the building principal and approved by the Superintendent of Schools and designee. Requests for personal leave shall not be unreasonably denied. Personal leave shall not normally be granted immediately prior to or following a school holiday or vacation unless the employee provides a reason which has been approved by the Superintendent of Schools in advance.

For part time employees, personal time will be prorated on the approved part time hours worked to the full time equivalent of 32.5 hours per week.

- C. PREGNANCY LEAVE - An employee who becomes pregnant, has a miscarriage, gives birth to a child, or has any conditions related thereto may take a leave of absence with pay to the extent of accrued sick leave for the duration of actual physical disability, ordinarily not to exceed six (6) weeks. In certain circumstances, medical complications may require a leave of longer duration. Upon the exhaustion of accrued sick leave, such employee may take the balance of the leave for the reasonable duration of disability without pay with the approval of the Superintendent of Schools or designee. During leave, if all sick pay has been exhausted, the employee is not entitled to holiday pay during an unpaid period.

- D. FAMILY OR MEDICAL LEAVE - Qualified employees shall be eligible for family or medical leave pursuant to the federal Family and Medical Leave Act ("FMLA"), 29 U.S.C. Section 1601, et seq., as amended. FMLA shall run concurrently with accrued sick leave. Upon return from such leave, the employee shall return to their former position or an equivalent position. Taking such leave shall not result in the loss of seniority or employee benefits accrued during the period of leave. The Board shall require a health certificate from the health provider from those taking medical leave, stating that the employee is able to resume their duties. During leave, if all sick pay or personal leave has been exhausted, the employee is not entitled to holiday pay during an unpaid period.
- E. WORKERS COMPENSATION - Whenever an employee covered by this Agreement is entitled to receive Workers' Compensation benefits, full salary, less the amount of weekly compensation, shall be paid.
- F. SICK LEAVE –Para-Educators, Interventionists and Nutrition Services
Employees in their first year of employment with the Board shall be eligible for up to four (4) sick days with pay, employees in their second, third or fourth year of employment with the Board shall be eligible for up to eight (8) sick days with pay, and employees in their fifth year or more of employment with the Board shall be eligible for up to twelve (12) sick days with pay. Unused sick leave for employees may accumulate from year to year, provided that the employee remains continuously in the service of the Board and further provided that such authorized accumulation shall not exceed one hundred twenty (120) days.

Nutrition service employees shall be permitted to use accrued sick time in hourly increments.

For part time employees, sick time will be prorated on the approved part time hours worked to the full time equivalent of 32.5 hours per week.

In cases of extreme hardship, the Superintendent of Schools or designee recommendation, may grant up to thirty (30) days of additional leave to such employee, with or without pay. The decision of the Superintendent of Schools or designee and/or Board shall be final and shall not be subject to the grievance procedure.

In the event of absence of any employee for illness in excess of five (5) consecutive working days, the Superintendent of Schools or designee may request the filing of a doctor's certificate. The Superintendent of Schools or designee also may, if he or she believes that there is an abuse of sick leave, require a doctor's certificate or an examination, at the Board's expense, by an independent physician selected by the Board.

First year employees who resign prior to the end of the year will have deducted from their salary unearned but used sick leave except if the resignation is for

medical reasons as evidenced by a doctor's certificate. First year employees will earn sick leave at the rate commensurate with their employment.

- G. OTHER LEAVES - Absence may be allowed for visiting days, attendance at conventions, educational conferences and/or other forms of professional development without pay deduction, if approval is requested through the building Principal or the Director of Nutrition Services and granted by the Superintendent of Schools or designee.

Other unpaid extended leaves of absence may be granted at the discretion of the Superintendent of Schools or designee if it is in the best interest of the school system and does not interfere with the welfare of the children. Requests for such leave must be made in writing to the Superintendent of Schools or designee and shall include a statement of the reason(s) for the leave and the length of the leave required.

Any person returning from an extended unpaid leave, other than under the Family Medical Leave Act, shall be assigned to a vacant position, if any, for which the person is qualified.

- H. UNION LEAVE - The Union Chapter President or designee, one (1) designated member of the grievance committee from the relevant appropriate sub-group (Para-Educators, Interventionists or Nutrition Services Employees), and the grievant(s) shall be granted time off from duty for all meetings between the Board, or representatives thereof, and the Union, for the purposes of processing grievances or prohibited practices to their respective final stages, and said employees shall receive full pay.

- I. BEREAVEMENT LEAVE. An employee shall be entitled to three (3) days of bereavement leave per year following the death of an immediate family member; an immediate family member includes an employee's spouse, child, parent, or sibling. One day annually, as part of the allotted three (3) days, may be used for the death of any other family member or friend. Such leave should be related to but not necessarily limited to attendance at a funeral and the activities in connection with the funeral. Additional bereavement days will be at the discretion of the Superintendent of Schools or designee.

ARTICLE 6 - HOLIDAYS

Bargaining unit members shall be granted the following paid holidays:

1. Labor Day (Only if School is in Session prior to Labor Day)
2. Columbus Day
3. Thanksgiving
4. Christmas Day- December 25
5. New Year's Day

6. Martin Luther King Day
7. President's Day
8. Good Friday
9. Memorial Day

Bargaining unit members working part-time will be paid 1/5 of their weekly wage for all paid holidays.

Paid holidays occurring on Saturday shall be observed on the preceding Friday, provided there is no school on said Friday. Paid holidays occurring on Sunday shall be observed the following Monday, provided there is no school on said Monday.

In the event a holiday listed above occurs when school is in session, the employee shall be entitled to an additional day with pay.

For Nutrition Services Employees Only:

If school is in session on Veteran's Day, a Nutrition Services Employee may either: 1) request a floating holiday subject to the approval of the Director of Nutrition Services. Though such requests shall not be unreasonably denied, the Director of Nutrition Services reserves the right to deny any request based on the operational needs of the program; or, 2) be paid double time for all work performed on Veteran's Day during the employee's regularly scheduled hours.

ARTICLE 7 - GRIEVANCE PROCEDURE

A. Purpose:

The purpose of this procedure is to secure, at the lowest possible administration level, equitable solutions to the problems which may from time to time arise affecting the welfare of working conditions of employees. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

B. Definitions:

- (a) A "grievance" for the purposes of this procedure shall be a claim that there has been a misinterpretation, misapplication or breach of a provision of this agreement.
- (b) For the purpose of this Article, the term "days" during the school year shall mean school days, and during summer vacation shall mean business days.

C. Procedures:

Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum and every effort shall be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

If an employee does not file a grievance in writing within twenty (20) days after they knew or reasonably should have known of the act or condition giving rise to the grievance, the grievance shall be considered to have been waived.

Failure by the employee at any level to appeal the grievance response to the next step shall be considered acceptance of the decision rendered at the last level, and such decision shall thereafter be binding upon the employee and the Union. Failure by the administration to respond to a grievance within the specified time shall be deemed denial, and the employee may thereafter proceed to the next step.

STEPS:

Level One — Principal or immediate Supervisor: A member of the Union with a grievance or dispute shall discuss the grievance informally with the immediate supervisor. If that does not resolve the matter within five (5) days, the employee shall present the grievance in writing to their immediate supervisor or principal either directly through the Chapter president with the object of resolving the matter informally within fifteen (15) days after receipt of the written grievance.

Level Two — Superintendent of Schools or designee: In the event that such aggrieved member is not satisfied with the disposition of their grievance at Level One, or in the event that no decision has been rendered within fifteen (15) days after presentation of the grievance, the employee may file a written grievance with the Superintendent of Schools or designee. Within fifteen (15) days after receipt of the written grievance, the Superintendent of Schools or designee shall meet with the aggrieved member in an effort to resolve it. The aggrieved person may be accompanied by a representative of the Union.

Level Three — Board of Education: In the event that the aggrieved member of the unit is not satisfied with the disposition of the grievance at Level Two, or in the event that no decision has been rendered within fifteen (15) days after submitting the grievance to the Superintendent of Schools or designee, the employee may file a written grievance with the Board of Education or designated subcommittee. Within twenty (20) days after receiving the written grievance, the subcommittee, the Board shall meet with the aggrieved member of the unit for the purpose of resolving the grievance. The aggrieved person must be accompanied by the Chapter President or representative of the Union at this level.

Level Four — In the event that the aggrieved person is not satisfied with the disposition of the grievance at Level Three, the aggrieved person may file a written request with the Union for arbitration. Upon receipt of a request for arbitration, the Union shall determine whether or not the grievance is, in its judgment, meritorious and shall notify the Board of Education of its decision within fifteen (15) days of receiving the request for arbitration. Only the Union shall have the right to submit a grievance to arbitration. If the Union determines that the grievance is

meritorious, it shall, within the next succeeding fifteen (15) days, submit a request for arbitration to the American Arbitration Association. The arbitrator selected shall conduct a hearing as soon as possible on the grievance and shall render a decision within thirty (30) days from the date of the hearing. The decision of the arbitrator shall be in writing and shall be final and binding upon the parties. The arbitrator shall hear and decide only the grievance in each case and shall be bound by the provisions of this agreement with no power to add to, modify, or amend any of the terms of this agreement. Costs assessed by the Arbitrator shall be borne equally by the Union and the Board.

The Board and the Union agree that these proceedings shall be kept as informal and confidential as possible.

It is understood that the aggrieved person or persons shall, during and notwithstanding any pending grievance, continue to observe all assignments and applicable rules and regulations of the Board and Administration until such grievance and any effect hereof shall have been disposed of.

Meetings held under this procedure shall be held at a time and place which will afford a fair and reasonable opportunity for all proper persons to be present. Persons proper to be present for the purposes of this article are defined as the aggrieved person, their representative, and witnesses.

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

ARTICLE 8 - GENERAL

The Union may call meetings on school property before or after the work day or when the school is not in session providing such meetings do not conflict with other scheduled Town or Board activities or programs and they are booked in advance utilizing the use of school facilities procedures. The Union shall be permitted to give advance notice of Union meetings, or other related union matters, utilizing bargaining members' school email addresses provided such emails are not sent during work hours. Notwithstanding, the parties recognize that the proceeding sentence does not intend to waive any rights the Union may have under P.A. 21-25.

The Board of Education shall provide a designated space for the Union to post items on a Bulletin Board in each of the schools of the Avon Public Schools.

ARTICLE 9 - NO STRIKE/NO LOCKOUT

The Union and all employees included in this agreement shall not hinder the Board's operation by strike, work stoppage, work slowdown, or any other concerted efforts by employees to hamper the operations of the Board of Education. The Union agrees that it will not authorize or condone any such attempt, and employees who engage in such attempts may be subject to discipline. The Board shall not pursue a lockout tactic in any part of its operation.

ARTICLE 10 - SAVINGS 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 validity, either party shall have the right to initiate negotiation upon that Article, Section, or portion.

ARTICLE 11 - WAGES

- A. Wages shall be paid in accordance with Appendix A. In years in which step advancement is negotiated, all employees covered by this contract shall advance to the next higher numbered step, except those on maximum, who shall remain at the maximum step. In the event that a new classification is established, the salary range for this category shall be mutually agreed upon.

Para-Educators and Interventionists who hold a valid Connecticut teaching certificate, shall receive an additional \$1.25/hour above the regular hourly rate in each contract year, retroactive to July 1, 2020.

Effective and retroactive to July 1, 2020, Para-educators not at maximum step, shall advance one step. Effective and retroactive to July 1, 2020, there shall be a 2.50% general wage increase for all employee groups.

Effective and retroactive to July 1, 2021, Para-educators not at maximum step, shall advance one step. Effective and retroactive to July 1, 2021, there shall be a 2.25% general wage increase for all employee groups. Food service workers only shall also receive a \$1.00 adjustment after the general wage increase is applied.

Effective July 1, 2022, para-educators not at maximum step, shall advance one step. There shall be a 2.25% general wage increase for all employee groups. Food service workers only shall also receive a \$1.00 adjustment after the general wage increase is applied.

Effective July 1, 2023 there shall be a 2.50% general wage increase for all employee groups. There shall be no step advancement for para-educators.

- B. The Board shall provide Physical & Psychological Management Training (PMT) for all Para-Educators in accordance with the law, as amended. New hires shall be trained within a reasonable time after their hiring date. Para educators assigned to a pre-kindergarten classroom or to a student who demonstrates that they are a danger to themselves, their classmates or any staff member shall be compensated a stipend of two hundred dollars (\$200) per school year, which shall be paid in June each year. The determination of whether a student poses a danger to themselves, their classmates or any staff member shall be in the sole discretion of the Director of Student Services or designee. Such determination shall not be unreasonably exercised.

- C. The Board shall offer basic Sanitation Training to all Nutrition Services Employees, including new hires, at no cost to the employees. Such training shall be provided within thirty (30) calendar days of the start of each school year for anyone who has not already received such training, or within thirty (30) calendar days of the start of employment for any employee hired after such training has occurred in a particular school year.

ARTICLE 12 - HEALTH INSURANCE AND PENSION

- A. **Eligibility:** Bargaining unit members with sixty (60) school days of service in the Avon Public Schools who work thirty (30) or more hours per week shall be eligible for the following HDHP/HSA health insurance plan and dental plan:
- B. The HDHP/HSA shall have the following structure:

	In-Network	Out-of-Network
Annual Deductible (Individual/Aggregate Family)	\$2,000/4,000	
Co-insurance	0% after deductible	20% co-insurance after deductible, subject to coinsurance limits
Co-insurance Maximum (Individual/Aggregate Family)	\$3,000/6,000 (Out of network Coinsurance and In-network post deductible RX copays)	
Cost Share Maximum (Individual/Aggregate Family)	\$5,000/10,000	
Lifetime Maximum	Unlimited	\$1,000,000
Preventive Care	Deductible waived	N/A
Prescription Drug Coverage	Treated as any other medical expense, Subject to deductible, once deductible is met, then \$5/20/35 copay per prescription	20% co-insurance after deductible, subject to coinsurance limits

The Board will contribute One Thousand Dollars (\$1,000) of the single coverage HSA deductible for each eligible employee, (*eligibility defined above in Section A) who elects coverage under the HDHP/HSA plan. The Board will fund Two Thousand Dollars (\$2000.00) of the two person or family HSA deductible for each eligible employee (*eligibility defined above in Section A) who elects such coverage under the HDHP/HSA plan.

The Board’s contribution toward the HSA deductible will be deposited into the HSA accounts in two equal installments on or around the first two weeks of July and January. For any plan year in which an employee is enrolled in the HDHP/HSA plan for only a portion of the plan year, the Board’s contribution toward the funding of the deductible shall be pro-rated. For the 2021 22 contract year, the Board shall also pro-rate the

HDHP annual deductible for new eligible enrollees. The parties acknowledge that the Board’s contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed employees. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment.

Health Reimbursement Account: A Health Reimbursement Account (“HRA”) shall be made available for any active employee who is precluded from participating in a Health Savings Account (“HSA”) because the employee receives Medicare and/or veterans’ benefits. The annual maximum reimbursement by the Board for employee’s participating in the HRA shall not exceed the dollar amount of the Board’s annual HSA contribution for employees enrolled in the HSA. The Board shall have no responsibility for any administrative and/or monthly costs associated with the set-up and/or administration of the HRA.

Should any Federal or State Statute or regulation be mandated to take effect during the term of this collective bargaining agreement, triggering the imposition of an excise tax with respect to any of the contractually agreed upon insurance plans offered herein, the parties agree to commence mid-term negotiations in accordance with the Municipal Employees Relation Act. The reopener shall reopen Article 12 only — no other provisions of the agreement shall be subject to these midterm negotiations.

Complete details of all insurance plans will be available in the Business Office and may be examined during regular office hours. Complete details will also be available online. The terms and conditions of these insurance plans determine benefits for eligible employees. This agreement will not alter these plans or grant additional benefits not provided within them. All eligible employees must notify the Business Office of the Avon Public Schools of all changes that would affect their membership status.

The effective date of all insurance programs is determined by the insurance carriers and will be the earliest date the insurance carrier will allow.

C. Premium Cost Share

The costs of the premium contributions for the HDHP/HSA Plan at the single coverage level for eligible Nutrition Services Employees and Interventionists shall be as follows:

Board Contribution		Employee Contribution
2021-22	75.0%	25.0%, * (Effective the first payroll of the month following ratification of the agreement).
2022-23	79.5%	20.5%
2023-24	80.5%	19.5 %

The costs of the premium contributions for the HDHP/HSA Plan at the two person or family coverage level for eligible Nutrition Services Employees and Interventionists

shall be the above cost of single coverage, plus the percentages below of the difference between the total cost of coverage and the total cost of single coverage.

Board Contribution		Employee Contribution
2021-22	60.0%	40.0%, * (Effective the first payroll of the month following ratification of the agreement).
2022-23	65.0%	35.0%
2023-24	70.0%	30.0 %

The costs of the premium contributions for the HDHP/HSA Plan, at the single, two person or family coverage level for eligible Para-educators shall be as follows:

Board Contribution		Employee Contribution
2021-22	81.5%	18.5%
2022-23	81.0%	19.0%
2023-24	80.5%	19.5%

D. Dental Insurance

Eligible Bargaining unit members (eligibility defined above in Section A) with sixty (60) school days of service in the Avon Public Schools who work thirty (30) or more hours per week shall be eligible for participation in the dental plan offered to employees of the Avon Board of Education. The premium cost shares shall mirror the medical cost shares above based on the applicable employee group and coverage levels.

E. Pension Plan/Retirement Benefits

1. Nutrition Services Employees shall be eligible for the pension or retirement benefits as follows:
 - Nutrition Services Employees, hired on or after July 1, 2012, are not eligible to participate in the Town of Avon pension plan. [Emphasis added].
 - Nutrition Services Employees who work thirty hours or more, hired on or after July 1, 2012, will receive on an annual basis, a contribution to their 403(b) tax sheltered annuity plan equivalent to four percent (4.0%) of their annual base pay.
 - Nutrition Services Employees may elect to contribute a portion of their salary to one of the Avon Board of Education approved retirement plans.
2. Interventionists shall be eligible for pension or retirement benefits as follows:
 - Unless otherwise participating in the Town of Avon pension plan as of the date of the ratification of the 2020- 2024 Agreement, Interventionists are not eligible to participate in the Town of Avon pension plan. [Emphasis added].

- Effective with the first payroll of the month following ratification of the 2020-2024 Agreement, Interventionists may elect to contribute a portion of their salary into their 403(b) tax sheltered annuity plan. Should they choose to do so, the Board shall match such contribution up to the following maximums:
 - Effective upon ratification of the 2020-2024 Agreement,— up to two percent (2.0%) of their annual base pay
 - Effective July 1, 2022 – up to three percent (3.0%) of their annual base pay
 - Effective July 1, 2023– up to four percent (4.0%) of their annual base pay
3. Para-Educators shall be eligible for pension or retirement benefits as follows:

Para-Educators hired, on or before July 1, 2015, will be provided with membership in the Retirement Plan for the Board of Education of the Town of Avon and Social Security Benefits. Membership in the pension plan and mandatory contributions to the pension shall be required for all eligible employees between the ages of 22 and 65. The eligibility requirements and conditions of the pension plan are defined in the Retirement Plan for the Board of Education of the Town of Avon in force for the current year. Effective as soon as practicable after ratification by the parties, all mandatory contributions from all eligible employees who are required to make contributions to the Retirement plan for the Board of Education of the Town of Avon shall be made on a pre-tax basis pursuant to an employer pick-up of such mandatory contributions in accordance with Section 414(h)(2) of the Internal Revenue Code, provided such effective date for such employer pick-up and the associated pre-tax treatment shall be no earlier than the effective date the Town Council adopts the necessary Resolutions and any plan amendment, as required, in order to establish the employer pick-up applicable to such employees.

For employees in the Defined Benefit Plan, the Board shall provide an annual statement of benefits, including accrued benefit information, projected benefit information and employee contribution information. Employees who are eligible for regular retirement will be provided buy back calculations from the Boards pension administrator at no cost. Employees who are not eligible to retire will be provided one free buy back calculation from the Business Office. Should the employee decide not to buy back and request an additional buy back calculation at a future date while not retirement eligible, said employee will be responsible for the cost.

Para-Educators hired after July 1, 2015 will not be eligible to participate in the pension plan.

Para-Educators hired after July 1, 2015 will be eligible for a 4% employer contribution to a 403(b) plan from the list of approved Board plans.

Para-Educators with 15 years of service and age fifty-five (55) or older may purchase health insurance coverage which they hold at retirement at their own expense under

the group rate for 10 years or until age 65 whichever comes sooner as long as their group coverage is uninterrupted.

F. Other

1. The Avon Board of Education shall make available on an optional basis at no cost to employees covered by this agreement a Section 125 Accident and Health Insurance (IRC Section 105 and 106), and Dependent Care Assistance (IRC Section 129).
2. The Board reserves the right to change the medical carrier(s) noted in this Article, so long as the coverage provided to the employee(s) is comparable to those provided by the current carrier(s).
3. The Board shall provide the Union and the employees with the proposed changes at least sixty (60) days in advance of implementation of any changes.

G. Life Insurance

Bargaining Unit Members with sixty (60) school days of service in the Avon Public Schools who work thirty (30) or more hours per week shall receive a Twenty Thousand Dollars (\$20,000.00) life insurance coverage at the Board's expense with the right to purchase more coverage at the group rate, provided however, that no Nutrition Services Employee who was employed as of February 5, 2021 shall lose coverage as a result of the hours requirement stated herein.

ARTICLE 13 - LAYOFF AND RECALL

- A. Vacancies covered by this agreement shall be announced to the Union via email five (5) working days prior to general posting. All other qualifications being equal, as judged by the Superintendent of Schools, Union members shall be given preference for a permanent position. Appointment to the vacancy shall be at the discretion of the Superintendent of Schools or designee with consideration given to training, experience, references, and interview. All other qualifications being equal, as judged by the Superintendent of Schools, seniority will prevail if two (2) or more staff members apply for a given vacancy. The President of the Chapter shall be notified with five (5) days when vacancies have been filled and by whom.
- B. If a reduction in force is necessary, the Superintendent of Schools or designee shall select the position or positions to be eliminated or reduced. If the positions so selected are held by employees with more seniority than employees whose positions will not be reduced, the more senior affected employee may apply for any vacancy within the bargaining unit pursuant to the provisions of paragraph B above. If there are no vacancies in the bargaining unit, the affected employee may apply for the right to bump the last bargaining unit member hired for which the affected employee is qualified. Bumping shall not result in a promotional opportunity and/or an increase in compensation. The decision regarding whether or not to grant the request to bump shall

be made by the Superintendent of Schools or designee who shall consider the following: seniority, qualifications, including any significant specialized training, experience or job requirements of the position into which the employee seeks to be placed, satisfactory past performance, student relationships, and an interview with the prospective supervisor. All other things being equal, seniority shall prevail. The final decision will rest with the Superintendent or designee. Employees affected by a reduction in force will remain on a recall list for one year following layoff but waives his or her right to remain on the recall list for one year by refusal to accept an offer of a position with at least equal hours to the position held by the employee when reduced. If a full time employee is laid off, and a part-time position is subsequently offered (or any position with lower hours), the employee may decline the position and remain in the same position on the recall list. During the employee's time on the recall list, he or she shall continue to retain the right to apply for vacancies pursuant to the provisions of paragraph B above. If the reduction in force is necessary, the chapter president will be notified within ten (10) days of the planned reduction in force.

- C. Laid-Off employees covered by this contract shall have recall rights for a period of one (1) complete year from the date of lay-off. Recall notices shall be sent to an employee by certified mail, return receipt requested and the employee must respond within five (5) working days from the date of the receipt. Work days for the purpose of this article shall mean Monday through Friday, excluding holidays listed under Article 6 of this agreement. Any employee who refuses recall shall lose all further recall rights.
- D. Effective on the hiring of an individual by the Superintendent of Schools or designee, seniority shall be defined as an employee's continuous length of service with the Board from said employee's most recent date of employment. If hired, seniority shall be bridged during any break in service lasting one full calendar year (365 days) or less.

ARTICLE 14 - EMPLOYEE/EMPLOYER RIGHTS

Nothing in this agreement shall be construed as abridging any individual right of the employee or the employer unless it is specifically stated that said practice has been superseded by a provision of this agreement.

ARTICLE 15 - DISCIPLINE

The Board will not suspend without pay, discharge or subject an employee to a disciplinary transfer except for just cause

ARTICLE 16 -UNION SECURITY AND PAYROLL DEDUCTION

- A. Consistent with labor laws and precedent, an employee retains the freedom of choice whether or not to become or remain a member of the Union designated as the exclusive bargaining agent.
- B. The Board of Education shall deduct Union dues biweekly from the paycheck of each employee who voluntarily provides the Union authorization to receive such deduction

from the Board within thirty (30) days of the Union providing certification of said authorization to the Board. The Union shall provide to the business office, a digital list of all employees who have authorized dues deduction in a format dictated by that office. Biweekly, the Union shall provide a report of dues deduction changes including any “starts and stops.” By providing such list, the Union certifies that each employee has knowingly and willfully consented to the payroll deduction. Within 10 business days of receipt, the Union shall notify the business office, in writing, of any revocations of said authorizations and the effective date of the same.

- C. The parties recognize that the authorization of the Union to receive payroll deductions is an agreement solely between the Union and its members which the member may revoke consistent with the Union’s membership rules. Below is the version of the agreement currently available and in use which bargaining unit members are to sign. Should this language change, the Union will provide the Board of Education with an updated version within ten (10) business days, and the Board will update online and subsequent printed versions of this CBA accordingly.

Dues Deduction/Checkoff Authorization: I recognize the need for a strong union and believe everyone represented by our union should pay their fair share to support our union’s activities. I hereby request and voluntarily authorize my employer to deduct from my earnings and to pay over to CSEA an amount equal to the regular monthly dues uniformly applicable to members of CSEA. This authorization shall remain in effect and shall be irrevocable unless I revoke it by sending written notice via U.S. mail to both the employer and CSEA during the period not less than thirty (30) days and not more than forty-five (45) days before the annual anniversary date of this agreement or the date of termination of the applicable contract between the employer and CSEA, whichever occurs sooner. This authorization shall be automatically renewed as an irrevocable check-off from year to year unless I revoke it in writing during the window period, even if I have resigned my membership in CSEA.

Should a bargaining unit member approach the Board of Education or its agents seeking to terminate or modify their contractual relationship with the Union, that bargaining unit member will be directed to communicate such intent directly to the Union. In such case, the Board may notify the employee of its obligation to comply with this Article, including Section B above. If the Board is informed of a dispute between a bargaining unit member and the Union concerning the obligation to withhold union dues, it may invoke Section D.

- D. Upon request of the Board of Education, the Union shall provide legally sufficient proof of the authorization to collect dues through payroll deduction to the Board for any employee who disputes said authorization. If the requested proof of authorization is not

provided within seven (7) calendar days of the request, the Board will cease withholding union dues for that employee not later than the first day of the following payroll period. Upon request, the Board may request a dues reconciliation.

- E. The amount of dues deducted, under this Article, together with a list of all employees for whom said deductions were made, and a list of all employees in the bargaining unit, shall be remitted to the Union's designee as soon as practicable after the payroll period in which such deductions are made.
- F. The Board of Education shall allow for the voluntary payroll deduction of contributions for the Union's political action fund. Authorization for such deduction by the employee shall be provided in writing by the Union to the business office consistent with process outlined in Section B above. The Union shall indemnify the employer for any liability or damages incurred by the employer's compliance with this article, including wage and hour claims.
- G. New Hires. The Board of Education will provide notice to the Union of new members of the bargaining unit as soon as practicable after their hire and no later than ten (10) workdays of the commencement of employment. Such notice will be by email to the Chapter President and the Executive Director of the Union or her/his designee and shall include the new bargaining unit member's work location.
- H. Except as otherwise provided by the parties, all new members of the bargaining unit shall be released from work, if they so desire, for one (1) hour without loss of pay, to attend a Union orientation within thirty (30) days of hire. The scheduling of such orientation must be approved by the employee's supervisor to ensure minimal disruption to the work day. If the Board chooses, that orientation may be combined with a new hire orientation conducted by the Board. In such case, the Board will provide the Union with seven (7) days' notice of the time and location of such orientation. Management shall not be present during the Union's orientation. The Union orientation will include the Union providing all new employees with a copy of this agreement.

ARTICLE 17 FREEDOM OF INFORMATION REQUESTS

The Board shall promptly notify the Union if a third-party requests information about the bargaining unit by providing a copy of the request to the Chapter President and the Executive Director of the Union or designee.

ARTICLE 18 PERSONAL PROPERTY DAMAGE

The Board will provide up to two hundred dollars (\$200.00) of reimbursement for damage or loss suffered by a bargaining unit member to his/her personal property, excluding cash, if such damage or loss is confirmed by the Administration to have been incurred during the performance of the member's duties.

ARTICLE 19 TECHNOLOGY

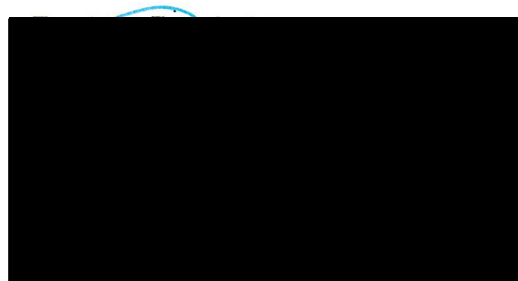
The Board shall ensure that all Para-Educators and Interventionists are provided with equipment and technology (including devices) so that such employees can perform their duties.

ARTICLE 20-DURATION

The Provisions of this agreement shall be effective upon ratification of the Agreement and shall continue in force through June 30, 2024. The Union shall notify the Avon Board of Education of its intention to commence negotiations for a new contract per the current statutory requirements.

SIGNATURES

For CSEA, SEIU Local 2001:



Date

4/13/2022

Date

Appendix A

Para-Educators				
Step	2020-21	2021-22	2022-23	2023-24
1	17.30	17.69	18.09	18.54
2	17.90	18.30	18.71	19.18
3	18.46	18.88	19.30	19.78
4	19.22	19.65	20.09	20.60
5	19.78	20.23	20.68	21.20
6	20.45	20.91	21.38	21.91

Interventionists				
	2020-21	2021-22	2022-23	2023-24
Job Rate	20.50	20.96	21.43	21.97
Off-Scale	25.63	26.20	26.79	27.46

SIGNATURES

For CSEA, SEIU Local 2001:

[Redacted Signature]

Kelly McQueney, Chapter President

[Redacted Signature]

Frank Pizarro, Staff Representative

[Redacted Signature]

Nicole Rothgeb, Co-Chief Spokesperson

4/13/2022

Date

For Avon Board of Education:

[Redacted Signature]

Dr. Bridget H. Carnemolla, Superintendent

18 April 2022

Date