

**COLLECTIVE BARGAINING AGREEMENT**

**between**

**THE BERLIN BOARD OF EDUCATION**

**and**

**LOCAL 1303-276 OF COUNCIL 4  
AFSCME, AFL-CIO**

**PARAEDUCATORS**

**July 1, 2024 – June 30, 2027**

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## PREAMBLE

The Agreement is entered into by and between the Berlin Board of Education (hereinafter referred to as the "Board"), and Local 1303-276, of Council 4, AFSCME, AFL-CIO (hereinafter referred to as the "Union").

## ARTICLE I RECOGNITION

### Section 1.0

The Board recognizes the Union as the sole and exclusive representative for purposes of collective bargaining on matters of wages, hours and other conditions of employment for Paraeducators, Registered Behavior Technicians and Building Substitutes, employed by the Board of Education, excluding employees working less than twenty (20) hours and supervisory employees within the meaning of the Municipal Employees Relations Act, Conn. Gen. Stat. §7-467 et seq. (the "Act"). Employees hired before July 1, 2024 who are working less than twenty (20) hours and are participating members of the bargaining unit will be grandfathered bargaining unit members. A listing of those members is included in Appendix B.

## ARTICLE II UNION SECURITY AND RIGHTS

### Section 2.0

The Board agrees to provide space on a bulletin board in each building under its supervision in which a member of the bargaining unit works, for the exclusive use of the Union.

### Section 2.1

Union representatives and stewards shall be permitted to enter any of the schools with prior notice to the building principal for the purpose of discussing, processing, or investigating grievances, or of fulfilling the Union's role as bargaining agent, provided that such visits shall not interfere with the Board's operations.

### Section 2.2

The Union shall provide each employee with a copy of the contract. New employees shall be provided with a copy of this Agreement during the Union's orientation within fifteen (15) days of their hiring.

### Section 2.3

The Union may use school buildings for meetings with bargaining unit employees, provided it makes written application to the Superintendent or his designee, and provided that the use is approved by the building principal and the Superintendent or his designee. Such authorization shall not be unreasonably withheld. Such use shall be at no cost to the Union, except that the Union shall be required to pay for any additional cleanup necessitated by such use.

### Section 2.4

The Union shall indemnify and hold the Board harmless from any and all demands, suits, complaints, claims, costs and liabilities, including reasonable attorney's fees, caused by or arising out of the administration or enforcement of this Article.

### Section 2.5

During the term of this Agreement, or extension thereof, all employees in the collective bargaining unit may, from the date of their employment by the Board, become members of the Union in good standing in accordance with the Constitution and By-laws of the Union, or in lieu of Union membership, pay to the Union voluntary dues as certified by the Union.

### Section 2.6

The Board agrees to deduct monthly dues as certified by the Secretary of the Union, from the wages of all employees covered by this Agreement who voluntarily submit to the Board a written authorization of dues deduction. Should a bargaining unit member decide to revoke membership dues, the Board will direct the member to contact the Union.

### Section 2.7

The Union shall supply to the Board written notice at least thirty (30) days prior to the effective date of any change in the rates of dues.

## ARTICLE III BOARD PREROGATIVES

### Section 3.0

Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Board has and will continue to retain, whether exercised or not, all the rights, powers and authority

heretofore had by it, and shall have the sole right, responsibility and prerogative of management of the affairs of the Board of Education and direction of the working forces, including, but not limited to those rights provided by Conn. Gen. Stat. §10-220 and the following:

- a. To determine the care, maintenance and operation of equipment and property used for and in behalf of the purposes of the Board.
- b. To establish or continue policies, practices and procedures for the conduct of Board business and, from time to time, to change or abolish such policies, practices or procedures.
- c. To discontinue processes or operations or to discontinue their performance by employee for lack of work or other legitimate reasons when it shall be in the best interests of the Board.
- d. To select and to determine the number and types of employees required to perform the Board's operation.
- e. To employ, transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Board.
- f. 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 Board, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.
- g. To establish contracts or sub-contracts for its operations, provided that this right shall not be used for the purpose or intention of undermining the Union or of discriminating against its members. All work customarily performed by the employees of the bargaining unit shall continue to be so performed unless it can be done more economically or expeditiously otherwise.
- h. To create job specifications and revise existing job specifications, subject to the Union's right to negotiate the assigned wage rate.

### Section 3.1

The above rights, responsibilities and prerogatives are inherent in the Board of Education and the Superintendent by virtue of statutory and charter provisions and are not subject to delegation in whole or in part.

ARTICLE IV  
SENIORITY

Section 4.0

Seniority shall be defined as status for specific purposes based on an employee's uninterrupted service with the Board within classification, from the first day worked within classification following the date of last hire, including all authorized paid leave provided the employee returns to work immediately at the conclusion of such leave. For purposes of this Article, date and time of hire shall be determined by the date and time stamp of an employee's offer letter.

Section 4.1

No employee shall attain seniority or other rights under this Agreement until he/she has been continuously employed by the Board for a period of ninety (90) working days. Until expiration of such period, he/she may be terminated for any reason whatsoever and neither the employee nor the Union, on his/her behalf, shall have recourse to the grievance or arbitration provisions of this Agreement. Upon successful completion of the probationary period, a new employee shall acquire seniority retroactive to his/her first day of employment.

Section 4.2

The Board shall prepare a list of all employees covered by this Agreement showing their seniority with the Board, as defined above, and deliver the same to the Union President no later than December 1 of each year.

Section 4.3

An employee shall forfeit accrued seniority:

- a. Upon voluntary resignation or retirement.
- b. Upon discharge or layoff, provided that if an employee is laid off for a period of one year or less, he/she shall retain seniority accrued as of the date of the layoff upon return to service with the Board (but shall not accrue additional seniority during the layoff), except that an employee shall forfeit any right to retain accrued seniority if he/she has refused an offer of re-employment by the Board within such layoff period, or has failed to respond within ten (10) days of the mailing (by certified mail, at the employee's last known address) of an offer of re-employment during such layoff period.

#### Section 4.4

The Board has the sole and exclusive prerogative to eliminate or reduce positions in the bargaining unit. When the Board determines that a layoff is necessary, the Board shall first determine which position(s) must be eliminated. Thereafter, the Board shall determine which employee(s) must be laid off.

Layoffs shall take place in reverse order of seniority regardless of hours worked, within classification, except that in no case shall the Board be required, in order to comply with the provisions of this Section, to place an employee in a position for which the employee is not qualified or would be, in the determination of the Superintendent or his designee, unable to carry out the job duties satisfactorily and efficiently:

1. Probationary employees
2. Non-probationary employees within the classification in which the position is eliminated.

Where the above results in a vacancy requiring a longer workday for one or more of the employees retained, the Board shall seek volunteers to transfer into the position requiring more hours. If there are no volunteers, the least senior employee shall be placed in the vacant position.

#### Section 4.5

When reasonably possible, the Board will give two (2) weeks notice in advance of layoff to the employees affected and to the Union President, or two (2) weeks pay in lieu of such notice.

#### Section 4.6

In the event of a layoff or the elimination of a position, the affected employee shall have the right to bump any less senior employee within his/her classification or any lower paid classification subject to the approval of the Superintendent or his/her designee.

### ARTICLE V NO STRIKE

#### Section 5.0

The Union, its agents and each employee agree(s) that during the term of this Agreement, it or they shall not for any reason authorize, institute, aid, condone or

engage in a strike, slowdown, work stoppage, sympathy strike, or other concerted interference with the Board's operation. The Union shall take reasonable, prompt and positive measures to prevent and stop any acts described in this Article. The Board agrees not to lock out bargaining unit employees.

ARTICLE VI  
HOURS OF WORK AND OVERTIME

Section 6.0

- a. The work year shall consist of the student school year plus additional days for convocation and professional development. Administration shall offer a minimum of eighteen hours of professional development. Not included in these eighteen hours will be professional development for DCF, Epipen, or Bloodborne Pathogen training. The regular work week for all employees shall be Monday through Friday. Paraeducators will be provided advanced notice when expected to attend Professional Development outside of the student schedule.
- b. Time and one-half shall be paid for all work performed in excess of forty (40) hours per week.
- c. Employees shall not leave the school to which they are assigned during working hours without the knowledge and permission of the building principal and/or their designee.
- d. An employee will be notified of any change in the existing starting and ending times for an employee's work day fifteen (15) calendar days in advance where possible.
- e. No compensation shall be withheld in the event administration delays school opening due to inclement weather provided that personnel report to work no later than the adjusted school opening time. If schools are closed early, personnel may be allowed to leave early, at the discretion of administration, without loss of pay.
- f. Employees who are assigned to Overnight Field Trips will be paid time and one-half for all work performed in excess of eight (8) hours in one day.

ARTICLE VII  
LEAVE PROVISIONS

Section 7.0 - Sick Leave

1. Employees regularly scheduled to work twenty (20) hours or more per week shall receive sick leave with full pay of twelve (12) working days per annum. New hires in their first year of employment that are regularly scheduled to work twenty (20) hours or more per week shall accrue one sick day per month for each completed full month of service.

Sick days may be accumulated to a maximum of seventy-five (75) days.

2. Employees regularly scheduled to work at least ten (10) hours per week, but less than twenty (20) hours per week, shall receive sick leave on a prorated basis to a maximum of seven (7) days per year. New hires in their first year of employment that are regularly scheduled to work at least ten (10) hours per week but less than twenty (20) hours per week shall accrue one-half (.5) sick days per month for each completed full month of service.

Sick days may be accumulated to a maximum of thirty-two (32) days.

3. Sick leave may be used for the following purposes:
  - a. Personal illness or injury
  - b. Enforced quarantine of the employee in accordance with community health regulations.
  - c. Attending an appointment with a physician, where such appointment cannot be scheduled outside of the employee's work hours.
  - d. In the event of serious illness or injury to an employee's spouse, parent or child, the employee may use up to seven (7) days of accumulated sick leave per year to care for such person.
  - e. All timesheets shall be signed by the building principal and/or his/her designee.

Section 7.1

A doctor's certificate showing date of illness or incapacity may be required after three (3) consecutive working days of absence or in cases of suspected abuse.

## Section 7.2

Upon exhaustion of sick leave, an employee may request an unpaid leave of absence from the Superintendent or his designee. No decision by the Superintendent or his designee regarding such a request shall be subject to the grievance procedure.

## Section 7.3

The Board may use temporary employees to cover bargaining unit positions when an employee is on an extended medical leave or workers' compensation for two or more weeks.

## Section 7.4 - Bereavement Leave

In the event of death in the immediate family, up to five (5) working days leave with pay may be granted as bereavement leave. "Immediate family" means parents, spouse, child, grandparent, siblings, step-parent, stepchild, step-siblings, grandchild, in-laws in the same relationship, resident of the household. In the event of the death of an aunt, uncle, niece, nephew, cousin, up to three (3) days may be granted as bereavement leave. Bereavement leave must be taken on consecutive days on the day of the funeral and on the day(s) immediately before or after the funeral, unless otherwise approved.

## Section 7.5 - Personal Leave

For employees regularly scheduled to work twenty (20) or more hours per week, the Superintendent or his designee may grant personal leave of up to two (2) days each fiscal year (noncumulative) for business which cannot be transacted outside of school hours. The preceding sentence shall also apply to new hires commencing employment between July 1-December 31st and scheduled to work twenty (20) or more hours per week.

New hires commencing employment between January 1 and June 30, and scheduled to work twenty (20) or more hours per week, may be granted one (1) day of personal leave (noncumulative), in accordance with the terms set forth in section 7.4. Effective July 1, said new hires may be granted personal leave of up to two (2) days each fiscal year (noncumulative), in accordance with the terms set forth in section 7.4.

Employees must request such leave in writing on such form as may be administratively required, stating reasons for the request at least 48 hours in advance, provided that the employee may verbally notify the Superintendent or his designee and complete the appropriate form upon return to work in case of a bona

bona fide emergency. Personal leave is to be used for personal business which cannot be transacted outside of school hours, including:

- a. Legal or financial business that requires the employee's attendance (e.g., house closing), provided that this clause shall not apply to any situation that shall arise due to the demands of outside employment;
- b. Marriage (self, children, parents, or siblings);
- c. Attendance at graduation exercises for self, spouse or children.

These days shall not be used during the first two weeks or last two weeks of the school year, or immediately before or after any school vacation, holiday or sick day, unless the Superintendent or the Superintendent's designee, in his/her sole discretion, grants such days when the circumstances associated with the request are unexpected and/or unavoidable.

If an employee exhausts personal leave for observance of bona fide religious holy days, he or she will be entitled to up to an additional two (2) days leave.

#### Section 7.6 - Military Leave

Leave of absence for the performance of duty with the U.S. Armed Forces or with a Reserve Component thereof shall be granted in accordance with applicable law.

#### Section 7.7 – Holidays

All employees will be entitled to holiday pay for the following holidays:

Labor Day*	Thanksgiving	Christmas Eve
Christmas Day	New Year's Day	Martin Luther King Jr. Day
President's Day	Memorial Day	

\*When the paraeducator work year commences before Labor Day, employees shall be entitled to holiday pay on Labor Day.

Effective July 1, 2024 – one floating holiday will be granted to be used during the April school break as determined by the District.

Effective July 1, 2025 – an additional floating holiday will be granted to be used during the April school break as determined by the District (total of two floating holidays).

Effective July 1, 2026 – an additional floating holiday will be granted to be used during the April school break as determined by the District (total of three floating holidays).

Holiday pay shall be the equivalent of the employee's compensation for a regular work day.

## ARTICLE VIII UNION ACTIVITIES

### Section 8.0

In the event that employee representatives of the Union are required to meet with Board Officials or to attend hearings on grievance matters pursuant to Article XII during their regular working hours, such representatives shall not suffer any loss of pay for the time involved, except that it is understood that this provision shall apply to no more than the following Union representatives:

- a. No more than two (2) representatives for attending grievance hearings prior to arbitration. The two (2) representatives shall be the Union President and a fellow executive board member or the Union President and the Building Representative. The grievant is not a union representative.
- b. No more than three (3) representatives whose attendance is required at grievance arbitration hearings or hearings before the State Board of Labor Relations. The three (3) representatives shall be the Union President and two (2) others as designated by the Union.

### Section 8.1

A written list of the Negotiating Committee members, officers, and Union Stewards shall be furnished to the Employer immediately after their designation and the Union shall notify the employer promptly of any changes.

## ARTICLE IX EXTENDED LEAVES

### Section 9.0 - Maternity Leave

Any employee who becomes pregnant shall so notify the Superintendent or his designee in writing at least four months prior to the expected date of delivery. Such employee shall receive a leave of absence for the reasonable period of physical disability due to childbirth. Except in the case of unusual medical difficulties, leave is expected not to exceed six (6) to eight (8) weeks after delivery, depending on the nature of the delivery and as supported by medical documentation, unless such employee is FMLA eligible (see Article IX, Section

9.4). Such leave shall be treated the same as any other short-term disability, and shall be with pay to the extent of available sick leave.

Section 9.1 - Injury Leave/and/or Workers' Compensation

Injury leave, as distinguished from sick leave, shall mean paid leave given to any eligible employee due to absence from duty caused by an accident or injury that occurred while the employee was engaged in the performance of his or her duty.

Section 9.2 - Leave of Absence Without Pay

The Board may grant leaves of absence without pay up to one (1) year, not to include a leave for employment elsewhere. Requests for such leave shall be made in writing, and shall include the length of leave required. The employee shall not earn seniority during such leave but shall retain all seniority credit earned prior to such leave. The employee shall be entitled to no pay or benefits, except as may be otherwise specified herein. The employee's accumulation of sick leave shall be retained to his or her credit when he returns.

Section 9.3 - Jury Duty

All employees who are called (not volunteered) to serve as jurors will receive their regular pay less their pay as a juror for each work day while on jury duty, which shall not include "on call" jury time when employees are able to be at work. The employee shall report to work for any portion of a regular work day when he/she is not required to be in court, unless said portion, less travel time to or from the court, represents less than one (1) hour of the employee's scheduled hours. The receipt of a subpoena or notice to report for jury duty must be reported immediately to the Employer and the Employer may request that the employee be excused or exempted from jury duty if, in the opinion of the Employer the employee's services are essential at the time of the proposed jury service. To obtain reimbursement, the employee must present a statement from the Court showing the dates of jury service and jury fees received.

Section 9.4

The Board shall comply with its obligations under the Family Medical Leave Act (FMLA), codified at 29 U.S.C. §2601 *et seq.*, as amended.

ARTICLE X  
VACANCY

Section 10.0

- a. "Job Vacancy" is defined as an opening created by a death, retirement, resignation, dismissal or new position within the bargaining unit.

The decision to fill a vacancy, and the manner of filling vacancies covered by this Agreement, shall be solely within the discretion and control of the administration in accordance with the provisions of this section.

All job openings covered by this Agreement shall be posted internally and externally for five (5) working days. The Union President will be provided with a copy of all job openings and postings covered by this Agreement, simultaneous to the posting period.

Employees desiring to apply for a job shall file an application in writing or on line within the posted time limit. After the posting period expires, the administration shall fill the vacancy in the following manner:

The administration shall have the right to select the applicant who is most qualified and most able to perform the job, as determined by the Superintendent or his/her designee. If the Superintendent or his/her designee determines that two or more applicants, including an applicant from outside the bargaining unit, are equally able to perform the job, the applicant from inside the bargaining unit shall be selected. If it is determined that the applicant from outside the unit is better qualified to meet the particular demands of the job posting, he/she shall be selected. If the two or more applicants considered equally qualified to perform the job are all from within the bargaining unit, the employee having the greatest amount of seniority, as defined in Article IV, shall be selected.

A copy of the appointment letter sent to the successful candidate shall be sent to the Union President.

- b. Any employee choosing to accept a transfer shall forfeit his or her previous position. The employee will remain in the new position for the remainder of the school year before requesting another transfer.

If the appointment is a promotion, the employee will remain in the new position the remainder of the school year before requesting a transfer (but not a promotion).

The Union President shall be notified in writing of employees appointed to vacancies and new positions under this Section.

- c. Any employee who is involuntarily appointed or transferred to fill a vacancy or a new position shall not suffer any loss in hours or wages due to such appointment or transfer for one calendar year. Such employee who is involuntarily transferred or appointed shall be exempt from the provisions of sub-section b. above.

## ARTICLE XI DISCIPLINARY ACTION

### Section 11.0

"Disciplinary action" as used in this Article shall be defined as verbal, written reprimand, suspension and/or discharge. Disciplinary action shall be for just cause.

### Section 11.1

Disciplinary actions as defined above may be appealed through the established grievance procedure.

## ARTICLE XII GRIEVANCE PROCEDURE

### Section 12.0 - Definitions

- a. A "grievance" shall mean a complaint by an employee, the Union or a group of employees that as to him/her there has been a violation, misinterpretation or misapplication of a specific provision of this Agreement.
- b. "Grievant" shall mean any member of the bargaining unit, or group of bargaining unit members or the Union similarly affected by a grievance, seeking recourse under the terms of this article.
- c. "Days" shall mean student calendar days.

### Section 12.1 - Time Limits

- a. If a grievance in writing is not filed with the Principal within ten (10) days after the grievant knew or should have known of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived.

- b. Failure by the grievant at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.
- c. An employee may, if any administrator or the Board of Education fails to render his/her/its decision within the specified time limits, process his/her/its grievance to the next higher level.
- d. The time limits contained in this Article may be extended only by written mutual agreement.

#### Section 12.2 - Level One - Principal

If an employee feels that he/she may have a grievance, he/she may first discuss the matter with the Principal in an effort to resolve the problem informally. If the employee is not satisfied with the disposition of the matter, he/she shall reduce the grievance to writing and submit it to the Principal. The Principal shall, within ten (10) days of that filing of the grievance in writing, give a written answer with a copy to the Union. With respect to special education instructional paraeducators, grievances shall be filed with the Director of Pupil Personnel Services and the Principal.

#### Section 12.3 - Level Two - Director of Human Resources

If the aggrieved party or the Union is not satisfied with the answer given by the Principal they may within five (5) days after receipt of the Level One response or the expiration of time period for such response, whichever is sooner, elect to submit the grievance in writing to the Director of Human Resources (or designee) who will arrange a hearing with the grieving party and the Union within ten (10) days with written answer five (5) days after hearing.

#### Section 12.4 - Level Three - Superintendent of Schools

If the aggrieved party or the Union is not satisfied with the answer given by the Director of Human Resources (or designee), the aggrieved party or the Union may within ten (10) days after receipt of the Level Two answer, or the expiration of the time period for such response, whichever is sooner, submit the grievance to the Superintendent of Schools (or designee), who will arrange a hearing with the grieving party and the Union within ten (10) days. The Superintendent (or designee) shall respond to the grievance in writing within five (5) days after the hearing.

Section 12.5 -Level Four - Mediation/Arbitration

If not satisfied with the answer given by the Superintendent (or designee), the Union may, within ten (10) days of receipt of the Superintendent's (or designee's) response, or the expiration of the time period for such response, whichever is sooner, submit the grievance to arbitration by filing a written notice with the American Dispute Resolution Center, Inc. (ADRC), with a concurrent copy to the Director of Human Resources. The costs shall be borne equally by the Union and the Board.

The decision rendered by the arbitrator shall be final and binding upon the parties except as otherwise provided by law. The arbitrator shall be bound by and shall apply only to the terms of this Agreement and shall not in any respect add to, delete from or modify such terms.

If the parties mutually agree, they can request the mediation services of the State Board of Mediation and Arbitration in an effort to resolve any grievance short of arbitration.

Section 12.6

Nothing herein shall be construed as prohibiting an aggrieved party from handling his own grievance if he so desires, but no agreement shall be made that is contrary to any terms of the Agreement. The Union has the right to attend and participate at any step of the procedure. Notwithstanding the foregoing, an employee shall not have the right to pursue a grievance to arbitration; only the Union shall have the right to pursue a grievance to arbitration.

Section 12.7

The Employer shall allow the aggrieved employee (s) and a Union representative or officer the necessary time off without loss of pay to resolve any such grievance (s) in accordance with those procedures as set forth in Sections 12.2 through 12.5 but in no case will the Board pay for any time other than lost time within the work schedule.

ARTICLE XIII  
PENSION

Section 13.0

Employees may participate in the Town of Berlin Retirement Plan, subject to the requirements and provisions of the Plan, as may be amended from time to time.

ARTICLE XIV  
WAGES AND LONGEVITY

Section 14.0

The wage schedules for all employee groups are attached hereto as Appendix A. Effective upon the signing of this Agreement, all employees shall be paid by direct deposit.

Section 14.1

Each employee who was hired on or before June 30, 2003, who has twenty (20) years or more unit seniority will receive a longevity increment of one hundred seventy-five dollars (\$175.00) annually. Payment shall be made during the first week of December by a separate check.

Employees hired after June 30, 2003 shall not be eligible for longevity benefits.

ARTICLE XV  
HEALTH INSURANCE

Section 15.0 - The High Deductible/H.S.A. Plan

The High Deductible/H.S.A. plan shall include the following elements:

	In-Network	Out-of-Network
Annual Deductible (Individual/Aggregate Family) (Note: preventive care not subject to deductible)	Plan Year 2024-2025 - \$2,000 / \$4,000 Effective July 1, 2025 - \$2,250 / \$4,500	
Co-insurance	N/A	20% after deductible
Cost Share Maximum (Individual/Aggregate Family)	Plan Year 2024-2025 - \$4,000 / \$8,000 Effective July 1, 2025 - \$4,500 / \$9,000	
Lifetime Maximum	Unlimited	\$1,000,000
Prescription Drug Coverage	Treated as any other medical expense, subject to the post-deductible co-payments set forth below	

Following exhaustion of the applicable deductible, prescription drugs shall be subject to post-deductible co-payments of \$10/25/40 (retail), and a two times (2x) co-payment for mail order.

Section 15.1 – Deductible Funding

The Board will fund fifty percent (50%) of the applicable HSA deductible mount. The Board’s contribution will be deposited into the HSA accounts with the first pay in September. 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.

Section 15.2 - Health Reimbursement Account (“HRA”)

An HRA shall be made available for any 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 employees participating in the HRA shall not exceed the dollar amount of the Board’s annual HSA contribution for employees enrolled in the HSA.

Section 15.3 - Wellness Incentive

The health insurance plan set forth in this Article shall include a wellness incentive program, designed to provide early diagnosis and appropriate information to individuals enrolled in the plan so that they and their health care professionals can determine appropriate, timely courses of treatment as needed. The wellness program will include age-based preventive physical examinations and age-based preventive screenings. If an employee and the employee’s spouse (as applicable) fulfill all applicable components of the wellness program during a plan year (July 1 through June 30), the Board will contribute the following additional amounts into the employee’s HSA during the following plan year:

Employee Enrolled in Individual Coverage:	\$200
Employee Enrolled in Two-person or Family Coverage:	\$400

Section 15.4 - Dental Rider

A Dental Rider comparable to the plan in effect as of the date of this Agreement shall be provided for employees and their eligible dependents. Employees shall pay 100% of the additional premiums for coverage of eligible dependents. The maximum age for dependents for the dental rider shall be 25.

Section 15.5 - Employee Cost Share

Each eligible employee shall be entitled to select, at the beginning of the enrollment year, the plan (as described above) in which he/she wishes to enroll.

Each employee shall pay the following percentages of the premiums for the plan which he/she selects:

Plan	Effective July 1, 2024	Effective July 1, 2025	Effective July 1, 2026
HDHP/HSA or HRA Plan Individual Coverage	25%	24%	23%
HDHP/HSA or HRA Plan Dependent Coverage	35%	30%	30%
Dental Plan (Individual & Dependent Coverage)	100%	100%	100%

ARTICLE XVI  
SAVINGS CLAUSE

Section 16.0

If any section, sentence, clause or phrase of the Agreement shall be held for any reason to be inoperative, void or invalid, it shall be severed from the Agreement and the validity of the remaining portions of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement that no portion thereof or provisions herein shall become inoperative or fail by reason of the invalidity of any other portion or provisions and the parties do hereby declare that they would have severally approved of and adopted the provisions contained herein, separately and apart from the other.

ARTICLE XVII  
MISCELLANEOUS

Section 17.0

Employees who are required to use their own vehicles, with prior authorization, for school purposes, shall be compensated at the official I.R.S. reimbursement rate.

Section 17.1

The parties hereby understand that the use of pronouns shall include reference to both genders.

### Section 17.3

The Board agrees to pay for the costs associated with the RBT training. The Board will reimburse employees who pass the RBT competency assessment for the cost of said assessment. The Board further agrees to reimburse employees for the costs associated with annual certification renewals, provided the employee maintains such certification.

### Section 17.4

Employees who provide hygiene services to students in grades Kindergarten through the Transition Academy as part of their regular and daily work assignment shall receive an annual stipend of Two Hundred Seventy-Five Dollars (\$275.00). The stipend shall be paid on or about June 30<sup>th</sup> and pro-rated for any partial year of service. Employees eligible for the stipend will be designated at the beginning of the school year by the Administration.

### Section 17.5

Employees who are temporarily reassigned to cover for a certified teacher shall receive the following differential: \$15.00 differential per day when serving as a substitute teacher for a minimum of 4 hours, but less than a full day; \$20.00 differential per day when serving as a substitute teacher for a full school day. Such employees must denote their time on a weekly time card, subject to the approval of the building administrator.

## ARTICLE XVIII TUITION REIMBURSEMENT

The District will provide tuition reimbursement for up to two three-credit courses taken by the paraeducator during each fiscal year, subject to the following total maximum reimbursement in the aggregate for the bargaining unit for each fiscal year, to be divided equally among eligible paraprofessionals: \$20,000

In the event that the total amount available for tuition reimbursement is insufficient to fully reimburse all eligible paraprofessionals, each eligible paraprofessional shall be reimbursed on a prorated basis within the total amount available for the bargaining unit. Courses (including on-line courses) must be taken at an accredited college or university, provided the courses are approved in advance in writing by the Superintendent of Schools, and provided that the paraeducator achieves a grade of B or better upon successful completion of each course. Such tuition reimbursement shall not exceed the tuition cost of two three-credit courses at the University of Connecticut.

In order to be eligible for such tuition reimbursement, a paraeducator must have attained a minimum of four years of service with the Berlin Public Schools and must be seeking a degree in education. In applying the limit of two courses per fiscal year, the district shall treat each course as having occurred in the fiscal year in which the course was actually taken, rather than in the fiscal year in which the paraeducator received the course grades or received the tuition reimbursement. In instances where a course begins in one fiscal year and ends in the next (ex. June 25 – July 30), the district shall treat the course as having occurred in the fiscal year in which the course ends.

Staff who participate will be asked to commit to staying in the District for three years after finishing the course or program supported by this benefit. This agreement helps to promote the mutual commitment to the ongoing growth and development of our paraeducators.

## ARTICLE XIX COMPLETE AGREEMENT

### Section 19.0

It is understood and agreed that this Agreement contains the complete agreement of the parties, and that it may be amended or altered only by mutual agreement in writing signed by the parties. The Board and the Union agree that each had a full opportunity to raise issues, and that all matters to be included in this Agreement have been presented, discussed and incorporated herein or rejected. Accordingly, it is agreed that for the life of this Agreement each party voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, whether or not referred to in this Agreement.

## ARTICLE XX DURATION

### Section 20.0

This Agreement shall become effective retroactive to July 1, 2024. This contract shall remain in full force and effect through the 30th day of June, 2027. If either party wishes to modify the Agreement upon its expiration, such party shall notify the other party in writing at least one hundred twenty (120) days prior to July 1, 2027.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this  
\_\_\_\_\_ day of \_\_\_\_\_, 2024.

BERLIN BOARD OF EDUCATION

LOCAL 1303-276 of COUNCIL 4,  
AFSCME, AFL-CIO

By Julia Dennis

By Lisa Cronella

Date: 7/25/24

Date: 7/25/24

APPENDIX A  
WAGE SCHEDULE

**2024-25 Rates (2.5% Increase)**

<b>Classification</b>	<b>Less than 5 years</b>	<b>5 years to less than 10 years</b>	<b>10 or more years</b>
Duty Paraeducator	\$19.65	\$19.84	\$20.04
Instructional Paraeducator	\$21.97	\$22.19	\$22.41
Registered Behavior Technician/Building Subs	\$24.17	\$24.42	\$24.65

**2025-26 Rates (3.0% Increase)**

<b>Classification</b>	<b>Less than 5 years</b>	<b>5 years to less than 10 years</b>	<b>10 or more years</b>
Duty Paraeducator	\$20.24	\$20.44	\$20.64
Instructional Paraeducator	\$22.63	\$22.86	\$23.08
Registered Behavior Technician/Building Subs	\$24.90	\$25.15	\$25.39

**2026-27 Rates (2.5% Increase)**

<b>Classification</b>	<b>Less than 5 years</b>	<b>5 years to less than 10 years</b>	<b>10 or more years</b>
Duty Paraeducator	\$20.75	\$20.95	\$21.16
Instructional Paraeducator	\$23.20	\$23.43	\$23.66
Registered Behavior Technician/Building Subs	\$25.52	\$25.78	\$26.02

APPENDIX B  
PARAEDUCATORS WORKING LESS THAN 20 HOURS AS OF JULY 1, 2024

Mary Caputa  
Sylvie Caye  
Loredana DiVirgilio

Regan Kingsland  
Tawana Moore  
Donna Rumery

Brian Steere  
Janet Zielke

APPENDIX C  
PARAEDUCATORS ASSIGNED TO THE CONNECTICUT TRANSITION ACADEMY

Paraeducators assigned to the Central Connecticut Transition Academy (“CCTA”) who, as part of their responsibilities, drive students in vehicles utilized by the CCTA to and from work assignments and other school-sponsored events and activities (“applicable positions”), in addition to the existing requirements of Paraeducators, will be required to comply with the qualifications necessary to transport students, as established by federal and state law, at all times during their assignment to an applicable position, including, without limitation, the following qualifications:

1. Maintenance of a required operator endorsement through the Connecticut Department of Motor Vehicles (“DMV”);
2. Completion, annually, of a "certificate of safety" training program;
3. Compliance with the physical requirements outlined in the applicable medical examination form (form MCSA-5876), as completed by a Certified Medical Examiner after a medical exam;
4. Maintenance of an acceptable driving record, according to applicable legal standards;
5. Compliance with applicable legal standards for random urinalysis testing; and
6. Compliance with criminal, DCF Abuse and Neglect Registry, and sex offender background check requirements, in accordance with applicable legal standards. The employee must possess “good moral character” in accordance with applicable legal requirements.

In addition, the parties acknowledge that employees assigned to the applicable positions:

1. Shall submit to an annual review of the employee’s driving record by a safety coordinator appointed by the Board;
2. Shall submit to random urinalysis testing;
3. Shall have a Driver Qualification File maintained by the Board and shall submit any documentation to the Board that is legally required to be maintained in the Driver Qualification File, including but not limited to an employment application form that complies with standards established by the DMV in Regs. Conn. State Agencies § 14-275c-51;
4. Shall complete a daily written report in compliance with standards established by the DMV;

5. Shall timely complete all activities (including, without limitation, documentation, testing, fingerprinting and/or training) required for compliance with applicable qualifications; and
6. Shall report, as soon as possible, to the Superintendent or his/her designee any knowledge that the employee has not maintained any required qualification to, or information related to the employee's eligibility to, drive students to and from work sites and other school activities.

The Board will incur all costs associated with initial licensing and licensing renewals. Staff in such positions who are in compliance with the qualifications necessary to transport students as established by federal and state law, at all times during their assignment to an applicable position will be provided an additional stipend for these qualifications. The stipend will total \$1,000, if annualized. The stipend will begin once the paraeducator is qualified to provide driving services.