

Agreement

Between

the

STRATFORD BOARD OF EDUCATION

and the United Automobile, Aerospace,
Agricultural Implement Workers of America
UAW Local 376

Covering the Period

July 1, 2016 through June 30, 2020

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This Agreement, by and between the STRATFORD BOARD OF EDUCATION (hereinafter referred to as the "Board") AND UNITED AUTOMOBILE, AEROSPACE, AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (UAW) LOCAL 376, (hereinafter referred to as the "Union") is entered into for the first day of July, 2016 for the purpose of maintaining and promoting optimum service to the public school system of the Town of Stratford; for the purpose of establishing and furthering harmonious collective bargaining relations between the Union and the Board; for the purpose of providing for the equitable disposition of all disputes and grievances; and for the purpose of promoting equitable economic standards and working conditions for the employees of the Board covered by this Agreement.

ARTICLE 1 - RECOGNITION

The Board recognizes the Union as the sole and exclusive collective bargaining representative with respect to rates of pay, wages, benefits, hours of work and conditions of employment of all Classroom Instructional Assistants, Media Assistants, Health Assistants, Clerical Assistants and all other Assistants (hereinafter referred to as paraprofessionals), Lunch Room Assistants/Cafeteria Monitors, Cafeteria Custodians and Cafeteria Supervisors.

ARTICLE 2 - UNION MEMBERSHIP AND DUES CHECKOFF PROVISIONS

Section 2.1 All current employees within the bargaining unit who are members of the Union on the effective date of this Agreement, and all present members of the bargaining unit who become members of the Union subsequent to the signing of this Agreement shall, as a condition of employment, remain as members of the Union. All employees within the bargaining unit who are hired subsequent to the effective date of this agreement shall, as a condition of employment, be required to become and remain members of the Union no later than thirty-one (31) days after hire and to pay all dues and initiation fees levied by the Union.

Section 2.2 Upon receipt of an employee's written authorization on an authorized dues deduction card, the Board shall deduct from September to June of each year commencing with date of hire, union dues in an amount that shall be specified by the Secretary of the Union, or other duly authorized Union Officials. Dues collected by the Board shall be transmitted to the Union, accompanied by a list of names of those employees from whose pay deductions were made. The Union, agrees to hold the Board free from liability in connection with dues collections, except for ordinary diligence and care in the transmittal of the dues monies to the Union.

Section 2.3 The Board agrees to supply each present member of the bargaining unit with a copy of the collective bargaining Agreement between the Board and the Union, and to supply each new employee with a copy of it as they are hired.

Section 2.4 (a) The Board shall make available to the Union Chairperson each year, within thirty (30) days after the signing of the contract, or the anniversary date of the contract, a list of employees, showing their seniority date, job classifications, and rate of pay.

(b) Within thirty (30) days after a new employee has been placed on the payroll, the Board shall apprise the Union Chairperson in writing of the name, date of hiring, job classification, rate of pay and pay step of such employee.

(c) When any change in employee status occurs, the Board shall notify the Union Chairperson of such change within thirty (30) days of such change.

(d) If Bargaining Unit employees work 1 3/4 hours per day, and less than 40 hours in a month, then they would owe .7 of an hours pay for their dues that month (1 hour - 30% = .7).

(e) If Bargaining Unit employees work 40 or more hours in a month, they would owe 1.4 hours dues (2 hours - 30% = 1.4).

Section 2.5 It is understood that the initiation fee for LRA personnel will be \$20.00 and \$50.00 for paraprofessionals.

ARTICLE 3 - ANTI-DISCRIMINATION PROVISION

Section 3.1 It is mutually agreed that there shall be no coercion, intimidation or discrimination by either the Board or the Union because of race, color, sex, age, creed, religion, national origin, political affiliation, physical handicap, sexual preference, marital status, or membership in any lawful organization. The Board agrees not to coerce, intimidate or discriminate against any member of the bargaining unit because of his/her membership in the Union or his/her activities on behalf of the Union, or in his/her exercise of the right to bargain collectively through the Union.

ARTICLE 4 - GRIEVANCE AND ARBITRATION PROCEDURE

Section 4.1 For the purpose of this Agreement a Grievance is defined as any dispute between the Board and the Union, or between the Board and any employee or group of employees, concerning the interpretation, application or violation of any specific provision of this Agreement. No matter shall be subject to the grievance procedure unless taken up within fifteen (15) working days of its most recent occurrence, except in the case of an employee on any authorized leave of absence, including sick leave and vacation, who shall have up to

fifteen (15) working days from the date of his/her return to work, to file a grievance that may have developed during his/her absence from work.

- Section 4.2 Step One shall provide for the verbal presentation of the grievance to the aggrieved employee's school principal by the employee and/or Union within fifteen (15) working days of its most recent occurrence. If the grievance is not settled to the satisfaction of the Union, it will be placed in writing within five (5) working days from the time it was first submitted to the school principal. The employee shall have the option of having a Union representative present at such meeting. The school principal will give a written response within five (5) working days from the receipt of the written grievance.
- Section 4.3 Step Two shall provide for a meeting between a Union representative accompanying the aggrieved employee and the Superintendent or his designee within five (5) working days after the written grievance has been received by the Superintendent or his designee. The Superintendent or his designee shall reply in writing to the grievance within five (5) working days of the meeting, and if the Union is dissatisfied with the written reply, it shall have the right to carry the grievance to Step Three through written notification within five (5) working days after receiving the reply from the Superintendent of Schools or his designee.
- Section 4.4 Step Three shall provide for a meeting on the issue, or issues, with a committee of no more than two members of the Board within seven (7) working days after they have received written notification from the Union. The grievant and two members of the Grievance Committee of the Union will be allowed to participate at this Step. The Union shall have the right to request and have present at Step Three the Business Agent and/or President and/or the International Representative and/or the Shop Chairperson, should it so desire. The Chairman of the Board's Sub-Committee shall respond to the grievance within seven (7) working days of his meeting with the Union.
- Section 4.5 Within fifteen (15) working days after the full Board's decision has been received by the Shop Chairperson, the Union by written notice to the Board shall have the right to submit the grievance(s) to the Connecticut State Board of Mediation and Arbitration, operating under their voluntary rules of labor arbitration. The decision of the arbitrator or arbitration panel shall be final and binding on both parties. The arbitrator or arbitration panel shall not have the right to detract from, modify, or alter this Agreement.
- Section 4.6 Step One and Two of the Grievance Procedure may be waived by mutual agreement of the parties. Time limits of the grievance procedure may be extended by mutual written agreement.
- Section 4.7 When grievances arise that involve a whole department or whole departments, or the bargaining unit as a whole, or if it is a Union Grievance, such grievance shall be submitted directly to the Superintendent of Schools.

Section 4.8 All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files.

ARTICLE 5 - HOURS OF WORK AND WORK YEAR

Section 5.1 Employees that are classified as Classroom Instructional Assistants, Media Assistants, Health Assistants, and Clerical Assistants shall be called Paraprofessional Aides. Paraprofessional Aides, effective with the implementation date of this Agreement, shall be paid straight time for all hours actually present at Report Card Conferences or any other type of Conference. Paraprofessionals are not required to attend school "Open House" activities. Straight time shall be paid for hours less than 8 hours in a work day. Time beyond 8 hours in a given work day shall be compensated at time and one-half. All time worked on Saturday shall be paid at time and one-half. All time worked on Sundays and Holidays shall be paid at double time.

Section 5.2 The work week of paraprofessional assistants shall be from Monday through Friday inclusive. The normal work day for Classroom Instructional Assistants who work more than 20 hours per week shall not be more than 6.25 hours per day or 31.25 hours per week, not including the daily unpaid lunch of 30 minutes. Paraprofessionals who work 6.25 hours per day will be given one 15 minute paid break daily as scheduled by the Principal or designee.

Section 5.3 a) Paraprofessionals shall not be used as substitute teachers. It is understood that paraprofessionals shall not be required to supervise classes except when a teacher steps out of the classroom for a reasonable amount of time. If the paraprofessionals feel that this section is being abused, this will be subject to the grievance procedure.

b) The Board agrees not to hire tutors to displace Classroom Instructional Assistants in school where they traditionally performed Title I Remediation and Special Education positions.

c) Where there is more than one paraprofessional in a building and there is an absence with no substitute available or other coverage is needed, the remaining paraprofessional(s) will cover the needed work, where the CIA(s) is physically capable of the coverage necessary.

d) Paraprofessionals who are responsible for toileting and diapering a child shall make every effort to have another adult employee present, whenever possible.

Section 5.4 a) The work week for Lunch Room Assistants shall be from Monday through Friday inclusive. Starting and quitting times may vary. Notice of five (5) working days is required prior to permanently changing starting and quitting times. Reason for the change shall be given. The Board agrees that UAW members shall not replace absent Contracted Food Services Workers. Cafeteria Supervisors are not to take work home. If an issue arises it will be

discussed with the Administration and the parties will work to resolve the problem.

b) The Board will provide 3 smocks or aprons for each LRA and Cafeteria Supervisor. Each employee will be responsible for the laundering of the smocks or aprons.

Section 5.5 a) Paraprofessionals have a maximum work year of 183 days, based on a student school year of 182 days and one (1) day of Professional Development. The Board agrees to provide a Professional Development Day, on Election Day, which shall be mandatory for all paraprofessionals. The UAW shall have input as to the design and content of this program which will be directed towards working with special education students.

b) Paraprofessionals are not required to report to school on Convocation Day (usually held one day before the start of the school year). Any attendance on that day shall not be paid.

c) This language does not limit the authority of the Board to staff positions as required by need and/or budgetary considerations.

Section 5.6 All bargaining unit employees shall be notified in writing of the ensuing year's assignment by July 1, when possible.

Section 5.7 a) On the one Professional Development day, to be held on Election Day, all Paraprofessionals will work the entire day.

b) During mid-term and final examination days, all high school paraprofessionals will only work the hours that their student is in school, and will be paid accordingly.

Section 5.8 Health paraprofessionals will have the work year as all other paraprofessionals.

Section 5.9 Cafeteria Supervisors will have their hours increased to twenty-five (25) hours per week (for a regular work week) with the understanding they are not eligible for pension benefits. Cafeteria Supervisors who normally work 30 or more hours per week will receive the same health and dental benefits as full time CIAs. Cafeteria Supervisors who work 30 or more hours per week will receive the same sick leave, vacation days, holidays, life insurance and 401(a) benefits as are given to full-time paraprofessionals.

In the event that the school breakfast program is discontinued, causing Cafeteria Supervisors to work less than 30 hours per week, the Union may, upon written notice, elect to reopen this Agreement for the limited purpose of bargaining over the effects of that change only. Negotiations shall commence within thirty (30) days of receipt by the Board of a written notice from the Union.

Section 5.10 Library Media CIAs Assigned at the Media Center: The Board agrees to continue the work schedule for the Library Media CIA assigned at the Media

Center on the same basis as was scheduled in the past. That is, the position will report five (5) days before and remain five (5) days after the student school year. When Media Center office hours are reduced, for any reason, this reduction (in hours) will apply to the CIA assigned.

ARTICLE 6 - SICK LEAVE

Section 6.1 Paraprofessionals normally scheduled for 20 hours per week or more and Cafeteria Supervisors who work 30 hours per week or more shall be entitled to twelve (12) paid sick days per year. Unused sick leave credits for employees may be accumulated to one hundred and twenty (120) days.

Paraprofessionals who work under twenty (20) hours per week, and cafeteria workers who work less than 30 hours per week, will receive two (2) days pay at the end of the school year. Such employees will be able to use the two (2) days paid during the year as sick days instead of being paid out at the end of the year. First year employees hired on or after October 1 do not receive such pay.

Section 6.2 Sick leave benefits do not become applicable until the period of six months has elapsed from date of hire. During this period sick leave may be accrued or used at the rate of one (1) day per month of service.

Definitions:

- (1) "Sick Leave" is defined to mean the absence from duty of any employee because of own illness, exposure to contagious disease, or the illness of a member of the employee's immediate family that requires the employee's personal care and attention.
- (2) "Medical Certificate" is defined to mean a written statement signed by a registered practicing physician certifying to the period of disability of the patient while she was undergoing professional treatment.
- (3) "Contagious Disease" is defined to mean a disease ruled as subject to quarantine as defined by the health authority having jurisdiction.
- (4) "Sick Leave Pay" is defined to mean pay wages or other remuneration that may be payable to an employee of the Board while on sick leave as herein defined.
- (5) "Employee" is defined to mean a paraprofessional normally scheduled for 20 hours a week or more, and a Cafeteria Supervisor normally scheduled for 30 hours a week or more.

Section 6.3 An employee eligible for sick leave with pay shall be granted such leave for the following reasons:

- (a) Personal illness or physical incapacity except as herein provided.

- (b) The illness of a member of the employee's immediate family that required the employee's personal care and attention to a maximum of three (3) working days annually. Additional time off, if needed, may be granted at the discretion of the Superintendent of Schools or his designee.
- (c) Enforced quarantine of the employee in accordance with the health regulations.
- (d) Absence for less than a day chargeable to the sick leave record in accordance with these provisions shall be charged proportionately in an amount not smaller than one-half (1/2) of a day.
- (e) Sick leave with pay or without pay in excess of three (3) consecutive working days for reasons of personal illness or physical Incapacity shall be approved upon presentation of a medical certificate certifying that the employee's condition prevented her from performing the duties of her position. The medical certificate shall be presented to the school or Personnel as soon as possible or upon the employee's return to work. This section applies to all Paraprofessionals and Cafeteria employees.

Sick leave may be authorized by the Superintendent for other members of an employee's immediate family than those mentioned in Section 7.8 at his/her discretion.

No employee shall be entitled to any sick leave pay when such leave is caused by an injury received during self-employment or any form of remuneration or employment by any other individual, agency, partnership, firm, or corporation.

When an employee of the Board shall be retired on pension, Social Security or upon death, all unused sick leave accumulated shall be converted to terminal pay on a basis of each three (3) days of unused sick leave shall equal one (1) day of terminal pay.

Employees hired after July 1, 2006 shall not be eligible for terminal pay described above.

"Superintendent" is also designated to mean his/her delegated representative.

ARTICLE 7 : LEAVES OF ABSENCE

Section 7.1 a) Unpaid Non-FMLA Leaves of Absence: The Superintendent may grant a leave of absence without pay to any employee upon his/her request for a period not to exceed one (1) year. For leaves which do not fall under FMLA, employees who are granted such a leave for three months or less shall be reinstated in the position held at the time the leave was granted. For longer

leaves, if so requested by the employee, he/she shall be reinstated in an open equivalent position, if one is available and provided he/she has the ability to discharge those duties. Should there be no open and available equivalent positions, the employee is eligible to apply for any positions that are posted over the next twenty-four months.

During such leave of absence, such employee shall accumulate his/ her seniority.

(b) For non-FMLA leaves of absence of less than thirty (30) days, the employee shall retain any health insurance benefits he/she has carried.

(c) For non-FMLA leave of more than thirty (30) days, the employee shall be responsible for the full cost of their health insurance, effective thirty-one (31) days after such leave begins.

Section 7.2 FMLA Leave – Absence from work due to a serious health condition as defined by the Family and Medical Leave Act shall be processed in a manner consistent with the Stratford Board of Education FMLA policy. All eligible aspects of the Family and Medical Leave Act (FMLA) shall be complied with. An employee who does not return to work on or before the expiration of her approved leave of absence or extension of such leave of absence, if there is one, will be deemed to have resigned.

Section 7.3 Legal Transactions for Employees as defined in Section 6.2(5). Absence with pay may be allowed by the Superintendent for transactions involving legal business (deed mortgage, property title, etc.) or a court order. Absences of this type may not exceed two (2) days per year. Satisfactory proof of such legal days must be submitted to Personnel prior to taking the days off. Additional days may be granted in extreme cases at the discretion of the Superintendent.

Section 7.4 Personal Leave for Employees as defined in Section 6.2(5). Three (3) days per year with pay shall be allowed for personal reasons.

Request for personal leave shall be made as soon as possible but in no event less than three (3) school days before taking such leave (except in the case of emergencies).

Personal days are not intended to be used to extend weekends in May and June or holidays throughout the year. However, the Board of Education and the Union acknowledge that legitimate reasons may require absence for personal leave on such days. Requests which extend weekends in May or June, requests which extend holidays and requests for consecutive days will be forwarded to the Superintendent for approval. The employee shall be required to substantiate the reason for taking such leave.

First year Paraprofessionals who work 20 or more hours per week and are hired on or after January 1 will receive only one (1) personal day for the school year.

Section 7.5 Jury Duty for all employees who work 20 or more hours per week. Employees called (not volunteering) for jury duty will receive the necessary leave to fulfill their civic obligation. The employee shall receive a rate of pay equal to the difference between the jury fee and the daily salary. Satisfactory proof of serving for Jury Duty must be submitted to Personnel.

Section 7.6 Storm Days. When schools have delayed openings or are dismissed early for inclement weather or any emergency, all bargaining unit employees shall be paid their normal scheduled hours. If weather conditions warrant, the Superintendent shall order all Board of Education employees not to report for work and employees shall suffer no loss of pay, unless the school day(s) is rescheduled. In addition, on any scheduled workday, if an emergency occurs in an employee's work area that prevents employees from working, they shall be paid their normal scheduled hours unless they are provided similar work at another area/school or the school day(s) is rescheduled. Standard travel expenses will be reimbursed if incurred.

Section 7.7 Funeral Leave. Paraprofessional and LRA's shall be paid funeral leave of four (4) days for immediate family. "Immediate Family" is defined for the purpose of this Article to mean: husband, wife, mother, father, grandmother, grandfather, sister, brother, son, daughter, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandchildren, stepmother and stepfather.

Paraprofessionals and LRA's shall be granted paid funeral leave of one (1) day for other close relatives such as aunts, uncles, sister-in-law, brother-in-law, nieces, or nephews. Close relatives permanently living in the employee's household are considered "immediate family."

Reasonable travel time may be granted for attending a funeral out-of-state.

ARTICLE 8 - UNION BUSINESS RIGHTS

Section 8.1 Representatives of the Union's Negotiating Committee or its Grievance Committee shall be free to attend meetings during working hours at no loss of pay with Board Officials in connection with the processing of grievances or the negotiating of a contract. It is the understanding that negotiations and grievance sessions will be conducted at a time mutually convenient for the Board and the Union, and this does not limit these sessions to be conducted solely during working hours.

Section 8.2 Each of the following Union Officers, Shop Chairperson/ Committee persons may be granted, with the approval of the Superintendent or his designee, a leave of absence with pay not to exceed a total of five (5) days each year for the purpose of representing the Union at meetings, conferences, or

educational programs. However, anyone of the aforementioned officers may use more than five (5) days, but in no event shall the total number of days used by the four Union Officers exceed ten (10) days in anyone (1) year.

Section 8.3 Union business of an urgent nature may be conducted by Union Officials during the course of the working day with the approval of the principal or appropriate supervisor.

ARTICLE 9 - DISCIPLINARY ACTION

Section 9.1 All disciplinary action, suspensions and discharges shall be for just and sufficient cause. Both the employee and the Union shall be informed verbally of such disciplinary actions, suspensions and discharges as soon as possible, and whenever possible on the same working day. All such disciplinary actions, suspensions and discharges, and the specific reasons for them, shall be stated in writing and a copy forwarded to them employee and the Shop Chairperson as soon as possible but in any event no later than five (5) working days of such disciplinary actions, suspensions and discharges.

Section 9.2 Should there be any dispute between the Board and the Union concerning the existence of good and sufficient cause for such disciplinary actions, suspensions and discharges, such disciplinary actions, suspensions and discharges shall be adjusted as a grievance in accordance with the terms of this Agreement.

Section 9.3 At the request of either the Union or the Board, grievances arising from either disciplinary action, discharges or suspensions shall be given priority over all other grievances then being processed.

Section 9.4 Disputes over written warning notices received by employees may be submitted to the step of the Grievance Procedure immediately above the step occupied by the Board official who issued the warning and shall thereafter be adjusted as a grievance in accordance with the terms of the Grievance Procedure. Written warning notices shall be removed from the employee's personnel file, upon the written request of the employee, if no additional warning or disciplinary action has been taken against such employee for a period of twelve (12) months subsequent to the written warning in question. Each employee shall have the right, at reasonable times, to examine his/her personnel file. The Board agrees that it shall notify an employee if anything detrimental, in the Board's opinion, is placed in the employee's personnel file.

Section 9.5 In the event any unscheduled or scheduled meeting that may lead to disciplinary action is held between an employee and a supervisor, said employee shall have a right to have a Union Representative present at such meeting. This shall not apply in those instances when a supervisor conducts a routine appraisal or discussion with the employee over said employee's work performance. At no time shall an employee be required to sign a written statement or form critical of his work performance or conduct or attitude

without said employee's consent, and without a Union Representative present.

ARTICLE 10 - TECHNOLOGICAL CHANGE and ADDITIONAL PROGRAMS

Section 10.1 Should the Board introduce any new equipment, methods or processes as a substitute for or replacement of present equipment, methods and processes, employees in jobs affected by such innovations shall be given a reasonable period of time to train in the use of such new equipment, methods and processes. The Board shall provide such training.

Section 10.2 In the event an employee is moved to another position, the Board shall provide proper familiarization with the procedures of that position.

Section 10.3 Employees shall be eligible for fifty (50%) percent tuition reimbursement for job-related courses taken in a recognized institution or program with a maximum reimbursement of five hundred dollars (\$500.00) per employee in any fiscal year. The employee must receive a passing grade in the course in order to be eligible to receive benefits. All requests regarding eligibility and reimbursement shall be submitted to the office of the Superintendent or his delegated representative. The Superintendent's approval must be secured prior to registering for the course.

Employees may take two job-related courses tuition free in the Stratford Board of Education Continuing Education Program in any one school year. The Board will reimburse the employee for any reasonable material, supplies, and or books up to one hundred dollars (\$100.00) related to the course. All requests regarding eligibility and reimbursement shall be submitted to the Superintendent or his delegated representative. The Superintendent's approval must be secured prior to registering for the course.

Section 10.4 The contract for CIA positions is for the school year. Paraprofessionals working in a 1:1 position for the current school year, shall be hired for ESY work in a 1:1 position, if it exists, with their current student, should they so desire. Summer work which is consistent to the work performed by Paraprofessionals during the school year will be offered first to Union Paraprofessionals. The posting and bidding process will be in accordance with Article 14. Employee preference will be a factor but not determinative, with actual assignments being at the discretion of management.

ARTICLE 11 - VALIDITY

Section 11.1 In the event any Article, Section or portion of this Agreement is declared invalid by a tribunal or court of competent jurisdiction, the remainder of this Agreement shall remain valid and in full force. The parties agree that within ten (10) days after any portion of this Agreement has been declared invalid by such tribunal or court of competent jurisdiction, the parties shall meet for the

purpose of negotiating a substitute for the portion(s) of the Agreement ruled to be invalid.

ARTICLE 12 - NO STRIKE CLAUSE

Section 12.1 The Union agrees not to strike or withhold services during the life of this Agreement, and the Board agrees not to lock out any of its employees.

ARTICLE 13 - PENSIONS

Section 13.1 The Union and the Board agree that all the terms and provisions of the Town Pension Plan titled, Town of Stratford Retirement Plan revised January 1, 1999 and amended by Appendix F (iii) shall apply to members of the bargaining unit eligible to join said Plan.

Section 13.2 For those employees hired after July 1, 2002 they shall participate in a Money Purchase Plan identified as Appendix F (3) in the Town Pension Plan document.

Section 13.3 The Board agrees to supply all employees, who request such, copies of the Pension Plan as well as copies of the Defined Contribution Plan.

Section 13.4 The Board agrees to supply all employees, who request such, a Statement of the employee contributions to the Pension Plan. The Statement shall include a cumulative contribution total from date of hire.

Section 13.5 Any Cafeteria Supervisor who works 30 hours per week or more must have 5 years of contributions to the 401(a) plan to be fully vested in the plan. Any Cafeteria Supervisor hired prior to July 1, 2010 and who is at least 55 years of age, is still eligible for retiree health insurance benefits under Section 19(c), even if not fully vested in the 401(a) plan.

ARTICLE 14 - SENIORITY

Section 14.1 Seniority shall be defined as the length of an employee's continuous service with the Board, and may be lost or terminated only under the following conditions:

- (a) Resignation from employment. Absence from work without call in for three (3) consecutive work days will be regarded as resignation from employment;
- (b) Discharge for just cause;
- (c) After a layoff of more than twenty-four (24) months;

- (d) Failure on the part of a laid-off employee to return to work within five (5) working days from the date of receiving notification to report back to work.

Section 14.2 All new hires shall be subject to a probationary period of sixty (60) working days and shall have no seniority rights or recourse for grievance during this period. During such probationary period, it shall be the sole responsibility of the Board to evaluate performance.

Section 14.3 (a) When an opening exists in the bargaining unit due to a new job or vacancy, such job will be posted on the Board's job posting websites(i.e. Applitrack and/or BOE website) for at least five (5) working days. Interested employees may apply for the posted position using the electronic online form during the posting period. Employees on layoff are eligible to apply for posted bargaining unit positions pursuant to this Article. (Board will notify employees on layoff of openings.) If no CIA bid on an open CIA position, then the Board will offer the position to lunch room assistant. Lunch room assistants must meet the minimum qualifications for new Paraprofessionals, including but not limited to having passed the ParaPro Assessment and/or having obtained an Associate's Degree in a job related field. If no lunch room assistant bids on the CIA position, then the Board will recall from the recall list. If no employees are on recall, then the Board of Education has the right to hire new employees. The same procedure shall apply for lunch room positions posted first within the lunch room assistants then the CIA's.

(b) The most senior employee who meets the minimum qualifications and requirements of the position shall be the successful bidder and be offered the position. If so required by the Pupil Services staff or the Principal, the successful bidder will shadow the position for not more than ½ day prior to being offered the position.

(c) The primary concern is the support of the students. The Board shall attempt to transfer the successful bidder no later than 15 days after the CIA was notified he/she was the successful bidder, but may delay this time period if the position the successful bidder is vacating is necessary to support the child he/she is with. Every effort shall be made to transfer the successful bidder within 30 days. The Board will communicate each situation with the Union.

Any paraprofessional moving from a less than 20 hour position to a more than 20 hour position, and is not moved within 15 days, will be compensated with appropriate pay benefits starting on the sixteenth day. In order to receive this pay and benefits, the paraprofessional would be required to work the increased hours.

(d) Successful bidders for positions will be required to remain in the new position for the school year for which the position was posted, unless:

- the subsequent posted position is 20 or more hours per week and the employee's current position is less than 20 hours per week,
- or the subsequent posted position is 4.5 hours or more per week than the employee's current position,
- or the current position creates a hardship for the employee. Both the Board and the Union shall agree on the hardship.

Section 14.4 The employee shall be given a trial period of ten (10) working days to demonstrate his/her ability to fill the position. In the event that the employee proves himself/herself incapable of handling the position, prior to or at the end of the ten (10) day period, she will be returned to her original position, and the next opportunity to fill the vacancy will be given to the next qualified applicant who applied under the provisions of section 14.3.

Section 14.5 In the event that an employee in the trial period outlined in section 14.4 is not making satisfactory progress, the Director of Human Resources shall notify in writing said employee and the Union chairperson of the work performance at the earliest possible opportunity.

Section 14.6 Nothing within the Agreement shall prevent the Board from hiring outside the bargaining unit, provided no one within the bargaining unit is qualified according to Section 14.3 to fill a position.

Section 14.7 Newly-created jobs in new job classifications and newly-created jobs in existing job classifications shall be filled according to the provisions of this Article. All positions under 20 hours per week that have a change in hours but remain under 20 hours per week shall be offered to the incumbent employee first before posting. Paraprofessional positions less than 20 hours per week that have a change in hours to 20 or more hours per week shall be posted according to the provisions of this article.

Section 14.8 A member of the bargaining unit who transfers outside the bargaining unit, shall lose all seniority on the date of transfer.

Section 14.9 The seniority of an employee who is being transferred into the bargaining unit for the first time and who has never previously been a member of the bargaining unit shall commence with the date of transfer. The continuous service the employee has accrued elsewhere in the Board employment shall continue in force to the extent that it will entitle her to all fringe benefits granted as a result of seniority through continuous service.

Section 14.10 Bargaining unit members hired on the same date shall have their seniority rank determined alphabetically. In the application of the layoff and recall provisions, however, the even years shall cause the use on an A to Z basis, while the odd years will a Z to A criteria.

Section 14.11 It is agreed that there will be one seniority list for all UAW members except when the provisions of Article 15 (Layoff and Recall) Section 15.1 and Section 15.2 apply.

ARTICLE 15 - LAYOFF AND RECALL

Section 15.1 For the sole purpose of this article, there shall be two seniority lists:

- (1) Lunch Room Assistants
- (2) All other bargaining unit members

Section 15.2 If a bargaining unit position, or positions, is eliminated by the Board, the employee shall have the opportunity to bump the least senior person on the appropriate seniority list, only within their respective hour classification as listed below. The employee must be capable of performing the minimum requirements of the position to which he/she bumps. Employees will be granted a reasonable time to familiarize themselves with the position. For the purpose of this article there shall be two classifications pertaining to the bumping procedure:

- (1) 20 hour work week employees or more
- (2) Less than 20 hour work week employees

- (a) Employees in 1:1 positions cannot be bumped. Employees holding a position as a paraprofessional to an individual student will not be bumped during the school year. In this instance the position (s) will be bypassed and the employee will go to the next position on the seniority list.
- (b) Employees holding a position as a paraprofessional, to an individual student, who leaves the school system, during the school year will not be subject to layoff. This employee will be used as a substitute and will not suffer any loss of wages or benefits; however, this employee must post for all open positions unless the employee is physically unable to perform the minimum requirements of that position. If the employee is not physically able, that must be certified by a physician.

Section 15.3 Laid-off employees shall have recall rights for a maximum period of twenty-four (24) months from the date of lay-off. If upon recall the employee fails to report to work within five (5) working days (after the receipt of a certified letter), the employee shall forfeit all recall rights. Employees with recall rights will be recalled, in inverse order of layoff, with the respective classifications listed in 15.1 and 15.2, to available vacancies for which they are qualified to perform.

Section 15.4 INVOLUNTARY TRANSFERS: When qualifications are equal, employees with the lesser continuous service will be transferred first. An involuntary transfer shall be made only after a meeting between the employee and the Director of Human Resources and the Union Representative. Notwithstanding the

above, the Superintendent reserves the right to make transfers which he/she feels are in the interest of the school system subject to a meeting with the local Union President, if requested.

Section 15.5 Seniority shall accrue during any period of layoff during which a person has recall rights.

Section 15.6 Where possible, employees will be given at least fifteen (15) calendar days notice of lay-off, unless they are notified within fifteen (15) calendar days of the end of the school year.

Section 15.6 It is agreed to have a union representative present when the bumping provisions of the Layoff and Recall Article are implemented.

ARTICLE 16 - HOLIDAYS

Section 16.1 For all bargaining unit employees hired on or prior to the ratification of this contract, the Board agrees to twelve (12) paid holidays during the calendar year; if the school year starts before Labor Day, thirteen (13) paid holidays will be provided.

Section 16.2 For all bargaining unit employees hired after the ratification of this contract, the Board agrees to four (4) paid holidays during calendar year. These days will be Thanksgiving Day, Christmas Day, Good Friday and Memorial Day.

ARTICLE 17 - VACATIONS

Section 17.1 Vacations for Paraprofessionals who work 20 or more hours per week, and Cafeteria Supervisors who work 30 or more hours per week

Paraprofessionals and Cafeteria Supervisors who were hired on or prior to the ratification of this contract, will receive the number of vacation days they received according to the previous contract, as set out below, for the school year 2017-18. This amount will not increase in future years.

Service Years for Vacation

1	8 days
2	8
3	8
4	8
5	12
6	12
7	12
8	12
9	12
10	12

11	13
12	14
13	15
14	15
15	16
25	25

Service years are calculated based on full school years completed on June 30. Employees hired on or prior to September 30 will be credited with their first full year of service at the end of the first school year on June 30.

Paraprofessionals and Cafeteria Supervisors who were hired after the ratification of this contract will not be eligible for vacation days.

Section 17.2 Employees who are laid off or terminated before June 30, the end of the school year, shall be eligible for prorated vacation pay based on the schedule above, if they have completed five (5) months of the year.

Section 17.3 Classified employee's vacation time must be taken during July and August. Vacation time/pay can be used for student vacation shutdown in increments of 5 or more days. Prorated vacation time/pay (1/10th per month) can be used for weather related emergency closings of 5 or more consecutive days. If employee separates employment prior to having completed five (5) months of the year, the employee will repay the vacation paid and it will be deducted from the last pay.

Section 17.4 For all vacation time unused at the time of her retirement, an employee shall receive one week's pay for each week of such unused time, and one day's pay for each unused day.

ARTICLE 18 – LONGEVITY

For Paraprofessionals who work 20 or more hours per week

Section 18.1 A longevity pay differential in addition to regular salary shall be paid to eligible employees as follows:

Five (5) to ten (10) years of service	\$410.00
Ten (10) or more years of service	\$630.00

Employees hired on or after July 1, 2010 shall not be eligible for Longevity Benefits.

Section 18.2 Years of Service shall be according to the terms of Article 15. Any payment for longevity due to any employee shall be made on the first pay period following the anniversary date of her employment by separate check. In the event of the death of an employee prior to the anniversary date of her employment, or in the event that an employee shall retire prior to the

anniversary date of her employment, or in the event that an employee is terminated prior to the anniversary date of her employment, a longevity payment which would have become due upon the anniversary date of her employment following the death, retirement or termination (resignation or discharge) shall be prorated based upon the number of months actually worked by the employee from the preceding anniversary date of employment to the date of death, retirement or termination. This prorated payment shall be paid to the surviving spouse or the decedent's estate in the event of death, or to the employee in the event of retirement or termination.

ARTICLE 19 – HEALTH BENEFITS & INSURANCE PROGRAMS

Section 19.1 The Board will offer a High Deductible Health Care Plan coupled with a Health Savings Account (HDHP/HSA) for paraprofessionals who are normally scheduled to work 20 hours or more per week and her dependents and to Cafeteria Supervisors who are normally scheduled to work 30 or more hours per week and her dependents. It is agreed that any paraprofessional who begins the school year with a work schedule of twenty (20) or more hours per week shall not lose benefits, for the balance of that school year, as a result of a reduction of hours by the Board. The plan shall have the following annual deductibles and co-pays:

- \$2000 individual; \$4000 for two-person or family coverage.
- From July 1, 2016 to June 30, 2018, the Employee shall pay 50% of the cost of the annual deductible; from July 1, 2018 to June 30, 2020, the Employee shall pay 55% of the cost of the annual deductible.
- The Board's deductible contribution to Health Savings Account (HSA) will be made in two halves, on September 1 and on February 1. Should any employee find this to be a particular hardship, the employee and the union will meet with the superintendent and his/her designee to discuss the issue and determine if accommodations are needed.

Effective July 1, 2011, prescription co-pays of \$10.00 (generic), \$20.00 (preferred), and \$30.00 (non-preferred) apply after the annual plan deductibles are met.

In addition, as part of the HDHP/HSA, there is an out of network plan described as follows:

- Co-payment of \$2,000 per person and \$4,000 per family, with out of network payments of 80%/20% and an annual maximum out-of-pocket expenditure of \$2,100 per individual and \$4,200 per family
- Prescription co-pays are excluded from the annual out of pocket maximums. Co-pays continue throughout the plan year.
- Lifetime maximum per member: Unlimited

(a) Effective July 1, 2016, each employee shall contribute a Premium Cost

Share of 15% percent towards the cost of such health insurance benefits. Effective July 1, 2017 – June 30, 2019, each employee shall contribute a Premium Cost Share of 16%. Effective July 1, 2019, each employee shall contribute a Premium Cost Share of 16.5%.

- (b) Dental Coverage for paraprofessionals who work 20 or more hours per week and for Cafeteria Supervisors who normally work 30 or more hours per week. The Board will pay a maximum of \$35 per month toward the cost of the Union Dental Plan. It is understood that the cost of this plan will not increase over the term of this contract.
- (c) Employees hired on or after July 1, 2010 shall not be eligible for retiree medical insurance benefits.

For all paraprofessionals hired prior to July 1, 2010 and who work 20 or more hours per week, and all Cafeteria Supervisors hired prior to July 1, 2010 and who work 30 hours or more per week, who meet the requirements of Article 13:

i) and retire after July 1, 2010 but before July 1, 2018, the Board shall pay one hundred percent (100%) of the cost of the medical only insurance coverage for each retiree. Enrolled dependents shall be entitled to enroll into the same insurance with the Board paying fifty percent (50%) of the cost of coverage for enrolled dependents.

ii) and retire after July 1, 2018 but before July 1, 2019, the Board shall pay seventy-five percent (75%) of the cost of the medical only insurance coverage for each retiree. Enrolled dependents shall be entitled to enroll into the same insurance with the Board paying twenty-five percent (25%) of the cost of coverage for enrolled dependents.

iii) and retire on or after July 1, 2019 but before June 30, 2020, the Board shall pay fifty percent (50%) of the cost of the medical only insurance coverage for each retiree. Enrolled dependents shall be entitled to enroll into the same insurance with the Board paying twenty-five percent (25%) of the cost of coverage for enrolled dependents.

iv) and retire after June 29, 2020, the Board shall pay fifty percent (50%) of the cost of the medical only insurance coverage for each retiree. Dependents shall not be entitled to enroll into the same insurance.

- (d) The above-indicated insurance may be maintained until age 65; however, if either the retiree or the spouse is less than age 65 and the other is age 65, either may remain enrolled in the insurance above.

- (e) Effective July 1, 2018, retirees after age sixty-five (65), who are eligible for retiree medical insurance, the Board shall pay the appropriate percentage of the current BOE Medicare Supplement Plan, as described above.

The Board will provide the same benefits to retirees over 65 who reside outside of Connecticut through a BOE Medicare Supplement Plan.

Section 19.2 The Board agrees to pay the full cost of the Group life Insurance Program for each Employee which provides a \$25,000 double indemnity policy for each Employee. All paraprofessionals who work twenty (20) hours or more per week and Cafeteria supervisors who work more than 30 hours per week are eligible for coverage. Coverage shall guarantee the paraprofessionals and Cafeteria Supervisors a life insurance policy with a minimum face amount of \$25,000 double indemnity.

The Board agrees to provide a \$7,000 term life insurance for anyone who retires on or before June 30, 2020. The Board will not provide life insurance for anyone who retires after June 30, 2020.

- (a) Notwithstanding the above, paraprofessionals who work 20 or more hours per week and Cafeteria Supervisors who work 30 or more hours per week may voluntarily elect to waive in writing health insurance coverage in section 19.1 excluding dental insurance and life insurance, and in lieu thereof, shall receive an annual payment effective 7/1/16 of seven hundred and fifty dollars (\$750). Payment to those employees waiving such coverage shall be 50% on December 1, and 50% on April 1.

Upon the request of an employee to resume all Board-provided health insurance coverage, the written waiver may, on written notice to the Board of Education, be revoked. Upon receipt of revocation of the waiver, insurance coverage shall be reinstated as soon as possible; subject, however, to any regulations or restrictions, including waiting periods, which may then be prescribed by the appropriate insurance carriers.

Depending upon the effective date of such reinstated coverage, appropriate financial adjustments shall be made between the employee and the Board to insure that the employee has been compensated, but not over-compensated, for any waiver elected under Section 19.2 (a).

Notice of intention to waive insurance coverage must be sent to the Superintendent or his designated representative not later than June 15 of the prior school year.

Section 19.3 Paraprofessionals who work 20 or more hours per week who terminated at age sixty (60) shall have the option of remaining in the Board of Education group insurance plan at the employee's own expense.

(a) Other paraprofessionals who work 20 or more hours per week who terminate shall have the option of remaining in the Board of Education's group insurance, at the employee's expense in accordance with appropriate law.

Section 19.4 The Board agrees to provide the liability insurance coverage for the employees of the bargaining unit pursuant to the terms of Section 10-235 of the Connecticut General Statutes Revision of 1958 and any amendments thereto.

Section 19.5 Nothing in this Agreement shall be construed to prohibit the Board from changing insurance carriers, provided that any such change will be equivalent to the present coverage. For this purpose, the term "equivalent" means equal or better in function and benefits to members of the bargaining unit. The Association will be notified and consulted regarding any proposed change of insurance carrier not less than ninety (90) days prior to any implementation. Any dispute regarding "equivalency" shall be resolved through the grievance procedure at the Arbitration Level, prior to the implementation of such change. In any event, changes in any carrier for a specific type of coverage will be made no more than once in any two-year period.

ARTICLE 20 – PAYROLL PRACTICES

Section 20.1 Employees shall be paid bi-weekly. When a holiday falls on a pay day, employees will be paid on the preceding day.

Section 20.2 New employees will be paid for the number of days worked to the first pay period at the applicable weekly, daily or hourly rate. Thereafter, new employees will be paid in the same manner and on the same pay days as other employees. The Board shall not withhold any wages due a newly-hired employee, it being agreed that this does not preclude withholding for benefits provided under the terms of this Agreement.

Section 20.3 Employees resigning or absent without pay during a pay period will be paid for the time actually worked at the applicable rate.

Section 20.4 It shall be the responsibility of the Principal to promptly and accurately report all time to the Administration Center through established administrative channels for payroll purposes. Overtime shall be reported on the attendance record giving the time and day(s) of service so that compensation can be computed in accordance with the overtime policy.

Section 20.5 Insurance "buy-out" payments will be in a separate check.

ARTICLE 21 – BOARD RIGHTS

Section 21.1 All rights, powers, authority and prerogatives of the Board shall continue to remain exclusively vested in the Board unless such rights, powers, authority and prerogatives are relinquished, abridged, or modified by the terms and provisions of this Agreement, or unless such rights, powers, authority and prerogatives are specifically limited by the express provisions of this Agreement.

Section 21.2 Such management privileges shall include, among others, to promote, demote, discipline, suspend and discharge for just cause, and to transfer, layoff, and recall employees as may be required in the efficient operation of the Board's business, unless specifically limited by the expressed provisions of this Agreement.

ARTICLE 22 – ALTERATION OF AGREEMENT

Section 22.1 This Agreement contains the full and complete agreement between the Board and the Union on all negotiable issues, and neither party shall be required during the term hereof to negotiate upon any issue, whether it is covered or not covered by this Agreement.

The parties agree that after execution of this Agreement, the Agreement may be altered or modified only by the mutual consent of the parties, and any alteration or modification of this Agreement shall be binding upon the parties hereto only if executed in writing.

ARTICLE 23 – MISCELLANEOUS

Section 23.1 Safety & Health. The Board agrees to provide optimum safety and health conditions for all employees.

Section 23.2 Notice by mail or e-mail at the employee's last address specified in the personnel records shall fulfill the Board's complete responsibility to notify the employee for recall purposes or for any other reason. The employee shall keep the Personnel Department informed of his/her current address and personal e-mail.

Section 23.3 The term "Superintendent" shall mean the Superintendent or his/her delegated representative.

Section 23.4 For the purpose of this Agreement the term he or she shall mean both the male and/or female sex.

Section 23.5 Prior Practice. Nothing in this Agreement shall be construed as abridging any right, benefit or privilege that employees of the Board have enjoyed heretofore, unless such right, benefit or privilege has been superseded by a provision of this Agreement. Prior practice shall be defined as:

- (a) A consistent and ascertainable course of conduct;
- (b) Engaged in for some reasonable length of time;
- (c) Of which both parties are aware;
- (d) Which does not vary the express, written terms of the labor agreement;
- (e) Which is in respect to a given set of specific circumstances and conditions.

Section 23.6 Bulletin Boards

The Board agrees to provide a Bulletin Board at each school for UAW Union notices.

Section 23.7 Reporting of Absences

Whenever absent for any reason, all employees must report their absence to the school office by the start of the work day or as soon as possible.

Employees who are required to also report their absence on the automated substitute system (i.e., AESOP or the absence management system) must contact the system as far in advance as possible.

ARTICLE 24 - WAGES

Section 24.1 Salaries of all employees covered by this Agreement are set forth in Appendix A, Appendix B, and Appendix C, and Appendix D, as attached to this Agreement and made a part hereof.

Section 24.2 Normal increments are to be granted once a year, effective August 1 of each year.

1. Any new employee hired between January 1 and June 30 of any year, would not be eligible for his first increment until August 1 of the following year. All other employees would receive their increments as stated in the above paragraph.

2. The Superintendent of Schools, at his/her discretion, reserves the right to withhold any increment for just cause.

Section 24.3 For specific training that is required for a position, such knowledge of Braille and associated equipment, and for use of American Sign Language, there will be an additional stipend paid:

- Elementary \$750

- Middle \$900
- High \$1500

ARTICLE 25 - DURATION OF AGREEMENT

Section 25.1 This Agreement shall become effective on the first day of July 2016 and shall remain in full force and effect through the 30th day of June 2020, and shall remain in effect thereafter for one (1) year, unless written notice of termination or desire to modify is given by certified mail by either party to the other, at least ninety (90) days prior to April 1, 2020. If this Agreement expires while negotiations for a new Agreement are under way, the terms of this Agreement shall remain in force.

Stratford Board of Education

UAW Local 376

James E. Lopez
Chairperson

Craig J. Smith 2/1/18
President

Susan Wolancee
Vice-Chairperson

Barry Bayley 2/1/18
International Representative

Michael Hays 2-1-2018
Business Agent

Jequeleene Ambrose
Shop Chairperson

Stratford Board of Education

UAW Local 376

APPENDIX A

July 1, 2016 – June 30, 2017

**SALARY SCHEDULE
(2.0%)**

Paraprofessionals

<u>Step 1</u> \$18.36 per hour	<u>Step 2</u> \$19.36 per hour
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Paraprofessionals II*

<u>Step 1</u> \$18.43 per hour	<u>Step 2</u> \$19.47 per hour
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Cafeteria Supervisor

\$17.13 per hour

Cafeteria Custodian

\$15.82 per hour

Cafeteria Monitor

\$14.62 per hour

* In order to qualify for these rates a Paraprofessional must possess an Associate's Degree or higher in Early Childhood, Special Education, or such other job related field as approved by the Superintendent.

APPENDIX B

July 1, 2017-June 30, 2018

SALARY SCHEDULE
(1.5%)

Paraprofessionals

<u>Step 1</u> \$18.64 per hour	<u>Step 2</u> \$19.65 per hour
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Paraprofessionals II*

<u>Step 1</u> \$18.71 per hour	<u>Step 2</u> \$19.76 per hour
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Cafeteria Supervisor

\$17.39 per hour

Cafeteria Custodian

\$16.06 per hour

Cafeteria Monitor

\$14.84 per hour

* In order to qualify for these rates a Paraprofessional must possess an Associate's Degree or higher in Early Childhood, Special Education, or such other job related field as approved by the Superintendent.

APPENDIX C

July 1, 2018 – June 30, 2019

SALARY SCHEDULE
(2.0%)

Paraprofessionals

<u>Step 1</u> 19.01 per hour	<u>Step 2</u> \$20.04 per hour
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Paraprofessionals II*

<u>Step 1</u> \$19.08 per hour	<u>Step 2</u> \$20.16 per hour
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Cafeteria Supervisor

\$17.74 per hour

Cafeteria Custodian

\$16.38 per hour

Cafeteria Monitor

\$15.14 per hour

* In order to qualify for these rates a Paraprofessional must possess an Associate's Degree or higher in Early Childhood, Special Education, or such other job related field as approved by the Superintendent.

APPENDIX D

July 1, 2019 – June 30, 2020

SALARY SCHEDULE
(2.1%)

Paraprofessionals

<u>Step 1</u> 19.41 per hour	<u>Step 2</u> \$20.46 per hour
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Paraprofessionals II*

<u>Step 1</u> \$19.48 per hour	<u>Step 2</u> \$20.58 per hour
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Cafeteria Supervisor

\$18.11 per hour

Cafeteria Custodian

\$16.72 per hour

Cafeteria Monitor

\$15.46 per hour

* In order to qualify for these rates a Paraprofessional must possess an Associate's Degree or higher in Early Childhood, Special Education, or such other job related field as approved by the Superintendent.