

**AGREEMENT**  
**BETWEEN THE**  
**WATERFORD BOARD OF EDUCATION**  
**AND THE**  
**LOCAL 1303-209 OF COUNCIL #4, AFSCME**  
**JULY 1, 2021 THROUGH JUNE 30, 2024**

March 8, 2022  
10659114v.2

RECEIVED FOR RECORD  
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<sup>1</sup> Pursuant to statute, the contract in effect between the Union and the Board from July 1, 2019-June 30, 2021 remained in effect through the parties' negotiations to reach this successor agreement. The successor contract was ratified by the Union on 3/22/22 and by the Board on 4/28/22. The aspects of the contract that are retroactive to July 1, 2021 include wage rates, the addition of the MLK Holiday and the increase in longevity for eligible individuals

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## **RECOGNITION**

The Waterford Board of Education (hereinafter referred to as the Board) recognizes Council #4 AFSCME, AFL-CIO (hereinafter referred to as the Union), for the purpose of the professional negotiations as the exclusive representative for all para-professional employees working twenty (20) hours or more per week for the purpose of and with the rights and privileges as provided by Chapter 113 of the Connecticut General Statutes and provided by Case No. ME-5809, Decision No. 1924, of the Connecticut State Labor Board.

## **ARTICLE 1** **BOARD RIGHTS, RESPONSIBILITIES AND PREROGATIVES**

### **Section 1.1**

It is recognized both by the Board and the Union that the Board has and will continue to retain, whether exercised or not, the sole right, responsibility and prerogative to direct the operation of the public schools in the Town in all its aspects including, but not limited to, the following: to maintain good public elementary and secondary schools and provide such other educational activities as in its judgment will best serve the interests of the Town; to give children of the Town as nearly equal advantages as may be practicable; to decide the need for school facilities; to determine the care, maintenance and operation of buildings, lands, apparatus and other property used for school purpose; to determine the number, age and qualifications of the pupils to be admitted into each school; to employ, assign and transfer employees; to suspend or dismiss the employees of the schools which shall be attended by the various children within the Town; to make such provisions as will enable each child of school age residing in the Town to attend school for the period required by law and provide for the transportation of children whenever it is reasonable and desirable; to prescribe rules for the management, studies, classification and discipline for the public schools; to decide the textbooks to be used; to make rules for the arrangement, use and safekeeping of the school libraries and to approve the books selected thereof; to approve plans for school buildings; to prepare and submit budgets and, in its sole discretion, expend monies appropriated by the Town for the maintenance of the schools, and to make such transfers of funds within the appropriated budget as it shall deem desirable. These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with or in violation of any of the specific terms and provisions of this Agreement. No action taken by the Board with respect to such rights, responsibilities and prerogatives, other than as there are specific provisions herein elsewhere contained, shall be subject to the grievance and arbitration provisions of the Agreement.

### **Section 1.2**

Subject to the provisions of this Agreement, the Board and the Superintendent of Schools reserve and retain full rights, authority and discretion, in the proper discharge of their duties and responsibilities, to control, supervise and manage the Board of Education and its paraprofessional staff under governing law, ordinances, rules and regulations--municipal, state and federal.

**ARTICLE 2**  
**UNION SECURITY AND DUES DEDUCTION**

**Section 2.1**

Upon receipt of individual written authorization from Union members, the Board agrees to deduct Union dues monthly, each full month worked, from earned wages and remit promptly to Council #4, AFSCME, AFL-CIO, not later than the last day of each month. The Board agrees to deduct from the wages of any Employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the Employee and may be revoked by the Employee at any time by giving written notice to both the Board and the Union.

**Section 2.2**

The Union shall hold the Board and the Town of Waterford harmless against any and all claims, demands, liabilities, lawsuits, counsel fees or other costs which arise out of, or by reason of, actions taken by the Board as a result of complying with the provisions of this article.

The Board acknowledges that the Union may use the district computer system and/or intraoffice mail systems to send notices to Union members. The Union acknowledges that the Union and its members have no right or expectation of privacy in communications that are made utilizing the district electronic or physical communication systems or mailboxes, and that the Board monitors the use of such systems by personnel. Such communications will be considered public records and may be subject to disclosure in accordance with law. Employees may be disciplined in the event that these systems are used for inappropriate purposes.

The Board shall permit the President the Union, or his/her designated representative, with the permission of the principal or, in his/her absence, the person in charge of the school, to visit the schools for any purpose relating to the terms and conditions of this Agreement. Any such visits shall be conducted in accordance with the school district's visitors' policy and procedures. If conferences with members of the bargaining unit are necessary, they shall be scheduled outside of working hours or on scheduled breaks, or by pre-arrangement and permission of the administration, so as not to interfere with the duties and responsibilities of the school employee(s).

**Section 2.3**

The Union shall have the right and opportunity to hold an orientation session with all newly hired employees. The orientation will be held within thirty (30) calendar days of the employee's start date. Union orientation time will be set aside during the Board's orientation for the new employee. The time of the Union orientation session shall not to exceed one half hour (1/2 hour) in duration.

**ARTICLE 3**  
**UNION BULLETIN BOARD**

Section 3.1

The Board of Education will designate one (1) existing bulletin board, in a location convenient for employees' perusal, at each building in which paraprofessionals normally work. The bulletin board will be designated by the building administrator.

Section 3.2

The bulletin boards are to be used by the Union and the Union agrees that material posted will not contain propaganda against or attacks upon the Board or its representatives.

**ARTICLE 4**  
**NOTICE OF VACANCIES**

Section 4.1

When a vacancy in the Bargaining Unit exists (after any transfers have been completed) or a new position is created, the administration will post a vacancy internally on the Union-bulletin boards and electronically for a period of five (5) working days. Any person interested in the position must apply, in writing, within five (5) working days from the day of initial posting. By mutual written agreement between the Superintendent or his/her designee and the Union, the five (5) day posting period may be waived.

Section 4.2

The job posting should include job title, salary group, minimum qualifications, hours of work and initial building assignment. The best qualified applicant, as determined by the Board, based on such factors as the skill, ability, knowledge, experience and seniority of the employee shall be appointed to the job. All factors being equal, Bargaining Unit members will be given preference over non-Bargaining Unit members.

Section 4.3

The President of the Union shall be notified prior to the posting of the vacancy and/or new position.

Section 4.4

In case of a transfer, if qualifications are equal as determined by the Board in its sole discretion, seniority will be considered.

Section 4.5

- A. All vacancies shall be posted internally for five (5) working days before being advertised externally.
- B. All qualified bargaining unit members who meet the posting requirements, and who apply for a vacant position shall be interviewed before outside candidates.
- C. Bargaining unit members not chosen will be notified in writing, and they may request reasons for their non-selection.
- D. In the event a position becomes open during the summer, notice of the opening shall be posted electronically on the District Intranet and publicized to employees not working during the summer via the Global Connect or similar district alert system.
- E. The administration shall request input from the union representative into the process of creating job descriptions.

Section 4.6

The Union President will be given notice of all hires within the bargaining unit together with the new employee's name and wage.

**ARTICLE 5**  
**GRIEVANCE PROCEDURE**

Section 5.1

To secure, at the lowest possible level of employer-employee relationship, solutions to problems which may arise concerning the interpretation of any provisions of this Agreement, all disputes between either a paraprofessional and the Board or between the Union and the Board concerning the interpretation of any provision of this Agreement shall be dealt with as follows:

Section 5.2    Definitions

- A. A grievance shall mean a complaint by a paraprofessional that his/her rights under the specific language of this Agreement have been violated or that as to him/her there has been a misapplication of misinterpretation of a specific provision of this Agreement.
- B. A grievance may be filed by a paraprofessional or the Union.

### Section 5.3    General Provisions

- A. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.
- B. Since it is important that grievances or disputes be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort made to expedite the process. The time limits specified may, however, be extended by mutual written agreement. If a grievance is not submitted by the grievant to the next higher step in the procedure delineated in this article, it will be deemed settled on the basis of the answer in the step last considered.
- C. Nothing in the grievance procedure shall prevent an employee from first attempting to resolve a grievance informally by talking with his/her immediate supervisor in a good faith attempt to resolve the problem.

### Section 5.4    Grievance Procedures

Step 1: A grievant having a grievance shall first notify his/her principal within fifteen (15) calendar days of when he/she knew or should have known of the incident. If a solution is not reached within five (5) calendar days after its submission, then the grievant may proceed to Step 2.

Step 2: A grievant may, within five (5) calendar days of the denial of the grievance by the principal, make a written statement and then shall discuss it with his/her principal and the Union's representative. If the grievance is not resolved within five (5) calendar days thereafter, a written notice shall be given within five (5) calendar days by the principal for use on Step 3.

Step 3: Within ten (10) days of receiving the reply of the principal, the grievance will be submitted to the Superintendent or his or her designee. The grievance shall be discussed by the Superintendent (or his or her designee) and the grievant within thirty (30) days. The Superintendent or his or her designee shall make a written statement of the action taken within thirty (30) calendar days of its submission. The grievance shall be discussed by the Superintendent or his/her designee and the grievant. If the grievance is not resolved within five (5) calendar days after submission, a written statement shall be given within five (5) calendar days for use on Step 4.

Step 4: If the grievance is not solved under the above grievance procedure, the Union or the Superintendent may, within thirty (30) calendar days after the written statement by the Superintendent, submit the matter to the State Board of Mediation and Arbitration for binding arbitration. If submitted, any charges by the arbitration board shall be shared fifty (50%) percent by the Union and fifty (50%) percent by the Board. The arbitrator shall hear and decide only one (1) grievance in each case. The arbitrator shall have no power to add to or subtract from or modify in any way the terms of this Agreement. Such arbitration shall be binding upon both parties.

- A. Either party in interest may participate in the grievance procedure without jeopardizing its standing in the school community.
- B. All documents, communications and records germane to the processing of a grievance shall be filed separately from the personnel file of any paraprofessional.
- C. Only the Union or the Board can process grievances into arbitration.

**ARTICLE 6**  
**WORKDAYS AND WORK YEAR**

Section 6.1    Workdays

The normal hours for paraprofessionals shall not be less than twenty (20) hours per week or more than forty (40) hours per week. Included in the workday for paraprofessionals working more than six (6) hours per day shall be one-half hour duty free lunch period for which no compensation is received.

Section 6.2    Work Year

The regular work year for paraprofessionals shall be set by the Board annually and shall consist of a minimum of one hundred eighty-four (184) days. If the Board intends to schedule additional training days for paraprofessional training, it shall notify the employees when they publish the school calendar.

If any employee works beyond the regular work year, except as provided in this collective bargaining agreement, the Superintendent of Schools and the Union shall negotiate the additional hours or days that must be worked.

Section 6.3

At the request of the administration, paraprofessionals shall attend meetings after their normally scheduled workday, not to exceed one hour per week. Paraprofessionals shall be paid their regular rate for such time.

Section 6.4

On days that are shortened for students, days will be designated as a full day for paraprofessionals or a shortened day. A list of scheduled shortened days shall be posted in advance of the beginning of the school year. On shortened days, paraprofessionals working a regular schedule consisting of five or more hours per day shall work and be paid for five hours. Paraprofessionals working a regular schedule consisting fewer than five hours per day shall work and be paid for the same number of hours as their regular schedule.

Section 6.5

On early dismissal days, except in cases of emergency or student needs, paraprofessionals shall be dismissed early by their respective building principals, based on the needs of the student population, after the students for whom the paraprofessionals have responsibility have left the school. When paraprofessionals are dismissed early by their respective building principals, they shall be paid for a full day's work. Dismissal by the building principal shall not be unreasonably denied.



Section 6.6

Unscheduled Delayed School Openings: All employees are expected to report to work by the delayed reporting time, unless the Superintendent directs employees not to report to work (via Global Connect or other electronic or telephonic means).

Section 6.7

Use of Personal Time for Safety Reasons: In the event that an employee does not believe that it is safe to report to work on a day when the schools are delayed due to inclement weather, or reports to work at a time other than the delayed reporting time, personal days or a portion thereof can be used during the period of the employee's absence. Similarly, if a paraprofessional is excused from work early due to weather conditions, pro-rata personal leave may be used during the period of the employee's absence.

Section 6.8

Paraprofessionals shall receive their building or program assignment notice by August 15<sup>th</sup> each year. In the event of a change in building or program assignment, the Board shall provide two weeks' notice, when practicable based on student and operational needs.

**ARTICLE 7**  
**MILEAGE**

Section 7.1

If an employee is required to use his or her automobile for transportation as part of his or her workday, not including the travel to and from work, the Board of Education shall reimburse him or her at the rate of not less than the established IRS rate, as may be amended by the Board during the term of this Agreement. In the event that the Board sets a mileage reimbursement rate other than the IRS rate, it shall notify the Union President. For employees assigned to the Transition Program, if the trip from the employee's house to the Mohegan Sun location is longer than the ride from the employee's house to the Avery Point location, then the difference in mileage is paid (on dates that the employee is required to report to the Mohegan Sun location).

**ARTICLE 8**  
**INSURANCE BENEFITS**

Section 8.1 Plan Design for Insurance for Employees Who Have Five or More Years of Continuous Service

Payment for the following plans shall be made by the Board of Education, for requesting members working at least thirty (30) hours per week who have completed at least five (5) years of continuous employment in a position within this bargaining unit. Employees must have worked at least ninety (90) days during a contract year in a position within the bargaining unit to be credited with a year of continuous employment:

The Board offers eligible employees a high deductible health care plan offered with a health savings account feature (the “HDHP Plan”). The Board will contribute the annual deductible to the employee’s HDHP, as described in more detail in below. The HDHP Plan is described in summary form in Appendices B-1 and B-2.

Section 8.2 Premium Cost-Share for Employees with Five or More Continuous Years of Service

Effective with the mutual execution of the 2021-2024 agreement, in the contract years listed below, the Board shall pay the percent of the fully insured premium listed below, with the employee paying remaining percentage of the premiums by payroll deduction.

<b>Year</b>	<b>Board Premium Contribution</b>	<b>Employee Premium Contribution</b>
2021-2022	81.5%	18.5%
2022-2023	81.0%	19.0%
2023-2024	80.5%	19.5%

Section 8.3 Deductible Funding for Employees with Five or More Continuous Years of Service

For requesting members of the bargaining unit employed a minimum of thirty (30) hours per week who have been employed for five (5) or more continuous years by the Board in this bargaining unit, the Board will contribute to the annual deductible for employees’ HDHP in the amounts set forth below.

2021-2023 for wellness compliant employees:

- \$1,000/year for the individual plan
- \$2,000/year for the 2-person or family plan

2023-2024 for wellness compliant employees:

- \$1,125/year for the individual plan
- \$2,250/year for the 2-person or family plan

Non-compliant employees do not receive any contributions towards the HDHP deductible.

For any compliant employee eligible for deductible funding who is not eligible for an HSA account as a matter of federal law, who is enrolled in the HDHP, the Board shall reduce the employee’s premium contribution in a manner equivalent to the monetary value of the Board contribution to the applicable deductible amount for the employee’s coverage level.

Section 8.4 Plan Design for Employees with Fewer than Five Continuous Years of Service

Employees employed by the Board within the bargaining unit for a minimum of ninety (90) days, and a minimum of six (6) hours per day and fewer than five (5) continuous years shall be eligible for the HDHP Plan outlined in Appendix B-2 and B-3. For such employees, the Board is not obligated to make any contributions to the deductible for the employee. Employees must have

at least ninety (90) days during a contract year in a position within the bargaining unit to be credited with a year of continuous employment.

Section 8.5 Premium Cost-Share for Employees with Fewer than Five Continuous Years of Service

Effective with the mutual execution of the 2021-2024 agreement, the Board shall pay the percent of the fully insured premium listed below with the employee paying remaining percentage of the premiums by payroll deduction.

Year	Board Premium Contribution	Employee Premium Contribution
2021-2022	81.5%	18.5%
2022-2023	81.0%	19.0%
2023-2024	80.5%	19.5%

Section 8.6 Deductible Funding for Employees with Fewer than Five Continuous Years of Service

Employees with fewer than five (5) years of continuous service do not receive any contributions towards the HDHP deductible.

Section 8.7 Dental Benefits for employees with Five or More Continuous Years of Service

- A. Effective July 1, 2020, the Board shall pay the same premium contribution for the dental plan benefits described in summary form in Appendix C as it pays for the HDHP plan as described above, and the employee shall pay the difference by payroll deduction.
- B. Employees must have worked at least ninety (90) days during a contract year in a position within the bargaining unit to be credited with a year of continuous employment.

Section 8.8 Dental Benefits for Employees with Fewer than Five (5) Continuous Years of Service

The Board provide for the dental plan benefits described in summary form in Appendix C on the same terms and conditions as employees that have been employed for five or more years of continuous service in this bargaining unit, on the plan as selected by the Board. Employees must have worked at least ninety (90) days during a contract year in a position within the bargaining unit to be credited with a year of continuous employment.

Section 8.9 Insurance Plan Documents

Master Group policies are available in the business office for more specifics. The master certificates and/or policies are the governing documents when it comes to the Board's insurance plans; the information contained herein and in the contract appendices is intended as a summary.

Section 8.10 Waiver Payment for employees with at least five (5) years of service

Eligible bargaining unit members hired on or before June 30, 2016, may voluntarily elect to waive in writing all insurance coverage outlined in this Article. In lieu thereof, the member shall receive an annual payment of five hundred dollars (\$500) for single coverage, seven hundred and fifty dollars (\$750) for two-person coverage, and one thousand dollars (\$1000) for family coverage. Payment to those members waiving such coverage shall be made in June of the fiscal year during which insurance was waived. Notice of intention to waive insurance coverage must be sent to the Human Resources Office no later than May 1, to be effective in the following contract year. Waiver of premium procedures must be acceptable to the applicable insurance carriers. In order to qualify for the waiver benefit, the employee must not be insured under a plan offered through the Town of Waterford or the Waterford Board of Education.

Section 8.11 Waiver Payment for employees with less than five (5) years of service

Eligible bargaining unit members hired on or before June 30, 2016, may voluntarily elect to waive in writing all insurance coverage outlined in this Article. In lieu thereof, the member shall receive an annual payment of two hundred fifty dollars (\$250) for single coverage, three hundred and seventy-five dollars (\$375) for two-person coverage, and five hundred dollars (\$500) for family coverage. Payment to those members waiving such coverage shall be made in June of the fiscal year during which insurance was waived. Notice of intention to waive insurance coverage must be sent to the Human Resources Office no later than May 1, to be effective in the following contract year. Waiver of premium procedures must be acceptable to the applicable insurance carriers. In order to qualify for the waiver benefit, the employee must not be insured under a plan offered through the Town of Waterford or the Waterford Board of Education.

Section 8.12 Purchase of insurance

Individual paraprofessionals may have the option of purchasing at group rates any insurance benefits provided to other bargaining units through payroll deduction on the second payday of the month.

Section 8.13 Life Insurance

The Board shall provide all employees with one hundred percent (100%) of the premium for a forty-five thousand (\$45,000) dollar term life insurance policy, the carrier to be determined at the sole discretion of the Board.

Section 8.14 Section 125 Plan

The Board shall maintain a Section 125 Salary Reduction Agreement (RA) which will be designed to permit exclusion from taxable income the employee's share of health insurance premiums. Within said Salary Reduction Agreement, the Board shall also maintain a flexible spending account, for the purpose of enabling eligible employees to divert a portion of their gross salaries, prior to reduction for federal income taxes by a minimum of \$500 to a maximum of \$5,000 per plan year for dependent care, into an account from which, during the course of the plan year, they can be reimbursed for dependent care costs they or their covered dependents incur. The following provisions will apply.

- (a) Under no circumstances will the Board be required to contribute any monies to the RA Plan or to any account established pursuant thereto.
- (b) Each employee desiring to participate in the RA Plan must apply for participation and enroll by submitting completed forms provided by the Board thirty (30) days prior to December 1 of each plan year in which he or she desires to participate.
- (c) Each employee accepted as participant in the RA Plan must, thirty (30) days prior to September 1, inform the Board in writing of the amount he/she wishes to contribute to the account during the plan year (a minimum of \$500 to a maximum of \$5,000 per plan year for dependent care), which shall be divided by the number of payroll periods scheduled for the plan year to determine the amount to be deducted from each paycheck during that plan year.
- (d) As a condition precedent to the establishment of an account under the RA Plan, the employee must submit to the RA Plan Administrator, on forms approved by the Board, written authorization for the Board to deduct from his or her salary, the amounts to be diverted to his or her RA Plan Account, which shall be the same amount from each paycheck issued during the plan year. As a further condition, the employee shall pay, by authorized automatic payroll deduction, the monthly charge for participation in said plan attributable to him/her.
- (e) Unexpended balances in each RA Account at the end of each plan year will be forfeited in accordance with legal requirements. The RA Plan will be governed by the terms of the RA Plan description. It is intended that the RA Plan shall be interpreted, whenever possible, to comply with such terms of the Internal Revenue Code. In the event the RA Plan Administrator determines, before or during any plan year, that the RA Plan may fail to satisfy any non-discrimination requirement if imposed by the Code or limitation on benefits to certain participants, the RA Plan Administrator shall take such action as he/she deems appropriate under rules uniformly applicable to similarly situated participants.
- (f) The Board makes no representations or guarantees as to the initial or continued viability of such a salary reduction agreement, and shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax-exempt status of employee insurance premium contributions. So long as the Board makes a good faith effort to comply with this paragraph, neither the Association or any member of the bargaining unit covered with this Agreement shall make any claim or demand, nor maintain any action against the Board or any of its members or agents for taxes, penalties, interest or other cost or loss arising from a flaw or defect in the salary reduction agreement, or from a change in law which may reduce or eliminate the employee tax benefits to be derived therefrom. Notwithstanding the enactment of Section 125 for the pre-tax payments of health insurance contributions by the employee, all other benefits under this Agreement based upon salary shall include the full salary of the employees.

### Section 8.15 Change of Carrier

The Board may provide the type of insurance listed in this article through carriers other than those named above provided said insurance is substantially equivalent in coverage and benefits.

### Section 8.16 Access to insurance upon retirement

Upon retirement and after the completion of twenty (20) continuous years of service, an employee 60 years old or older may participate in the Board's group health insurance plan at his/her own expense all in accordance with the terms of the carrier or third party administrator, as the case may be, until such time as said employee becomes eligible for Medicare or a comparable government program.

### Section 8.17 Wellness Programs

Automatic Enrollment. Employees enrolled in the health plan will be automatically enrolled in the Board's wellness incentive programs as described herein. Preventive wellness visits shall be required every other calendar year (a "measurement year"). If an employee and the employee's enrolled spouse each comply with the preventive wellness incentive program requirements during the applicable measurement year, the employee shall be designated "compliant" for the two contract years immediately following the applicable measurement year. If an employee and/or the employee's enrolled spouse fail to meet the wellness incentive program requirements in the applicable measurement year, the employee and the employee's enrolled spouse may satisfy the program requirements during the subsequent calendar year, in order for the employee to be designated a "compliant" employee for the second contract year of the applicable 2 year measurement cycle.

If during the applicable measurement year, the employee and the employee's enrolled spouse (as applicable) participated in all applicable components of the Board's wellness incentive programs, the employee shall be deemed a "compliant participating employee." If during the applicable measurement year, the employee or the employee's enrolled spouse (as applicable) failed to participate in one or all applicable components of the Board's wellness incentive programs, the employee shall be deemed a "non-compliant employee."

For the 2021-2022 contract year, all employees shall be designated "compliant." The 2021 calendar year shall serve as the first applicable measurement year during the 2021-2025 contract, and the 2023 calendar year shall serve as an applicable measurement year as well. If an employee and the employee's enrolled spouse each comply with the preventive wellness incentive program requirements during the 2021 calendar year, the employee will be designated "compliant" for the 2022-2023 contract year as well as the 2023-2024 contract year. If an employee and the employee's enrolled spouse fail to comply with the preventive care requirements in calendar year 2021, the employee shall be designated "non-compliant" for the 2022-2023 contract year. If an employee and the employee's enrolled spouse fail to comply with the preventive care requirements in calendar year 2021 and also do not comply in calendar year 2022, the employee shall be designated "non-compliant" for the 2023-2024 contract year.

If an employee and the employee's enrolled spouse each comply with the preventive wellness incentive program requirements during the 2023 calendar year, the employee will be designated

“compliant” for the 2024-2025 contract year. If an employee and the employee’s enrolled spouse fail to comply with the preventive care requirements in calendar year 2023, the employee shall be designated “non-compliant” for the 2024-2025 contract year.

Benefits Based Program. The Board's wellness incentive program consists of a "benefits based" wellness incentive program. The Board shall make a designation of an employee's status as a compliant participating or non-compliant employee on a biennial basis, based on the employee's and the employee’s enrolled spouse’s participation in wellness incentive program requirements during the applicable measurement year. The Board shall give notice of an employee's status at least two (2) times per year on or before January 31st and on or before August 15th. Employees and their spouses will be enrolled in the benefits based program, which will require participants to obtain recommended preventive care services. Preventive services shall include those services outlined in Appendix D. Compliance with the benefits based program will be measured on a biennial basis.

When the Board elects to track compliance directly, proof of compliance for each employee and his/her spouse shall be made by the employee submitting to the Board any of the following forms of documentation:

- Completed Wellness verification form
- Doctor’s note certifying preventive care visit
- Summary of preventive care visit completed by doctor
- Email from third-party administrator confirming appointment
- Email from Doctor confirming appointment
- EOB with information on preventive care visit

In the event that the Board elects to track compliance through a third party administrator, proof of compliance for each employee and the employee’s enrolled spouse shall be made in accordance with the requirements of the administrator.

Non-Compliant Employees. If during the applicable measurement year, the employee or the employee's enrolled spouse (as applicable) failed to participate in the applicable components of the Board's wellness incentive programs, the employee shall be designated a “non-compliant employee” for the two subsequent contract years. If an employee and/or the employee’s enrolled spouse fail to meet the wellness incentive program requirements in the applicable measurement year, the employee and the employee’s enrolled spouse may satisfy the program requirements during the subsequent calendar year, in order for the employee to be designated a “compliant employee” for the second contract year of the applicable cycle. If during the applicable measurement year, the employee and the employee's enrolled spouse fully participate in all applicable components of the Board's wellness incentive programs, the employee shall be designated a “compliant participating employee” for the two subsequent contract years. The Union President shall be notified of the identity of any employee designated as non-compliant.

**ARTICLE 9**  
**SENIORITY**

**Section 9.1**

Seniority is hereby defined as the employee's total length of continuous service with this bargaining unit. Seniority shall be considered broken and the employee shall forfeit all rights and benefits under this Agreement for such reasons as resignation or separation, discharge, layoff of more than two (2) years, overstaying a leave of absence and/or taking a leave of absence for the purpose of working at another occupation.

**Section 9.2**

During the month of October, the Superintendent or designee will annually furnish, by electronic means, the local President of the Union and AFSCME Council #4 with a seniority list showing the length of service of each of the employees in the bargaining unit. Members who believe their seniority has been incorrectly calculated may submit a request for change of seniority to the Superintendent of Schools or designee prior to December first. If changes to the seniority list are made as a result of these requests, the Superintendent or designee will so notify the Union prior to December fifteenth. Thereafter, unless the Union files a grievance within ten workdays of receipt of same, the list shall be considered correct for all purposes under this contract.

**Section 9.3**

No employee shall attain seniority or other rights under the Agreement until he/she has been continuously in a bargaining unit position on the payroll of the Board for a period of ninety (90) workdays. During the probationary period, the employee's supervisor shall meet with the employee at least once (no later than sixty (60) days into the employee's probationary period) to review the employee's performance. During such period, he/she shall be on probation and may be terminated by the Board in its sole discretion for any reason whatsoever, and neither the employee nor the Union, on his/her behalf, shall have recourse to the grievance procedure provisions of this Agreement. Once the probationary period has been completed, for the purposes of step movement, layoff, and recall rights, the employee's date of hire shall be used to calculate seniority.

**ARTICLE 10**  
**REDUCTION IN FORCE**

**Section 10.1**

In the event the Board chooses to lay off employees or reduce the work schedule, those actions shall be based upon the requirements of the position in question, qualifications of the employee, ability of the employee and the needs of the Waterford school system. In the event that the above factors are equivalent for two or more employees being considered, seniority shall be the determining factor. Seniority shall be determined by the date of the letter of hire. For layoffs effective at the commencement of the school year, the Union President shall be notified no later than July 1, and the affected employees shall be notified no later than July 15, preceding the layoff.



## Section 10.2

Employees on layoff shall retain rights for a period of two years from date of layoff. Laid-off employees shall be recalled based upon seniority, the senior employee being recalled first, provided that the recalled employee is capable of performing the work involved in the open position. Recalled employees shall undergo a 40 day qualifying period as described in paragraph 3, except if they are recalled within one year of the date of layoff.

## Section 10.3

Bargaining Unit members on a recall list shall be notified of reappointment by certified letter to the address of record on file at the Human Resource office.

## Section 10.4

Employees on the recall list who are offered a position must accept that position.

- A. Failure to respond, by certified mail, return receipt requested, within seven (7) calendar days' notice of a job opening by a person on the recall list shall result in that person being dropped from the recall list. The Union President will be notified within seven (7) calendar days of any person who fails to respond and is dropped from the recall list.
- B. An employee who declines an offer of a position shall be dropped from the recall list. The Union President will be notified within seven (7) calendar days of any person who declines a position and is dropped from the recall list.
- C. An employee on the recall list shall be responsible for keeping the Board informed of his/her current address. Notice of openings will be sent certified mail, return receipt requested as well as U.S. Mail, to the most recent address provided by the employee. Returning individuals must return to work within fifteen (15) calendar days from the date of the mailing of the notification or the date the position becomes open, whichever occurs later.

## Section 10.5

Decisions to transfer employees shall be based upon the requirements of the position in question, qualifications of the employees, the abilities of the employees, and the needs of the Waterford School System. The Superintendent of Schools will make decisions regarding filling vacancies based on the best interests of Waterford students. In the event that the above factors are equivalent for two or more employees being considered for transfer, seniority shall be the determining factor in the decision. Seniority shall be determined by the date of their letter of hire. The Union President will be notified within seven (7) calendar days after the transfers have been made.

**ARTICLE 11**  
**SEVERABILITY**

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

**ARTICLE 12**  
**NO LOCKOUT OR STRIKE**

Pursuant to Connecticut General Statutes Section 7-467 (the Municipal Employee Relations Act), all employees included in this Agreement shall not hinder the Board's operation by strike, work stoppage or other unlawful activity, and the Board shall not pursue lockout tactics in any part of its operations. Further, the Union shall do everything in its power to ensure compliance with this section and the laws of the State of Connecticut.

**ARTICLE 13**  
**GENERAL**

Section 13.1

This contract constitutes the entire Agreement between the Board and the Union and fully settles any and all demands and issues for the term of the contract with respect to any and all matters subject to negotiation.

Section 13.2

For the duration of this contract, the Board and Union expressly waive any right to negotiate, and each agrees that the other shall not be obligated to negotiate with respect to any subject or matter which is subject to negotiation whether or not such subject or matter is specifically referred to herein. However, if both parties agree to negotiate any subject or matter that is subject to negotiation, such negotiations may commence at once.

Section 13.3

The following paraprofessional assignments may consistently involve sole responsibility for supervision of students (e.g. supervision of students for a full day in the absence of a certified professional):

1. Paraprofessionals assigned to work on vocational activities at the Mohegan Sun location, on other job sites, in community settings with students or in the Avery Point Transition Program.
2. Paraprofessionals assigned to work in the computer lab.
3. Paraprofessionals assigned to work in the Zen room.
4. Appropriately credentialed paraprofessionals assigned to work as substitute teachers in circumstances where teacher certification is not required.

In addition to the circumstances described above, paraprofessionals may be assigned as responsible for the sole supervision of a classroom of children for up to one day.

#### Section 13.4

The Board shall distribute an annual notification of anticipated salary to all new employees upon their date of hire and for existing personnel by October 1, of each year.

#### Section 13.5

Should the Board request that negotiations for any successor agreement take place during the work day, up to five (5) members of the bargaining unit may serve on the Union's bargaining committee without loss of pay.

#### Section 13.6

The Superintendent may, in his/her discretion, grant an employee credit on the salary schedule for public or private school experience.

#### Section 13.7

The Board shall provide employees' with reimbursement for employees' personal property that is damaged or destroyed by a student on school property or at a school-sponsored activity during the course of employment, up to a \$200 value annually, on a per employee basis.

#### Section 13.8

Employees shall have the right to access their personnel file by appointment and shall be given one copy of all evaluation reports placed in their personnel file. Employees shall receive a "cc" copy of materials placed in their personnel file. Employees shall have the right to respond, in writing, to any material placed in their personnel file.

### **ARTICLE 14** **WAGES**

Section 14.1 For purpose of step advancement (in any year in which such step movement is specifically negotiated)

- A. Employees must have completed at least one continuous year of service prior to the beginning of a contract year.
- B. Employees must have worked at least ninety (90) days during a contract year in a position within the bargaining unit to be credited with a year of continuous employment.

- C. Step advancement on the above wage schedule is illustrated in Appendix A of the contract.
- D. At the beginning of the new contract year, employees who meet one of the above requirements will be credited with one (1) year of continuous service and will move up one step, for any year in which step or partial step movement has been specifically negotiated.
- E. An employee hired on or before June 30, 2015 shall have the option of receiving his or her annual wages in twenty-six (26) equal installments or actual number of hours worked or contractual leave paid for each biweekly pay period.
- F. For employees hired on or after July 1, 2015, wages shall be paid wages by electronic deposit to a qualified financial institution of their choice and be computed by using the actual number of hours worked or contractual leave paid for each biweekly pay period. Payment shall be made on the regular pay day after said hours of work have been completed.

Section 14.2 Longevity

<u>Completed Years of Service</u>	<u>Annual Payment</u>
5	\$250.00
10	\$350.00
15	\$450.00
20	\$550.00

Employees shall receive payment for longevity, when applicable, on the pay period following their anniversary date.

Employees whose start date is on or after January 3, 2022, shall not be eligible for longevity payments.

Section 14.3 Wage Differentials

- A. Paraprofessionals whose regular job assignment provides for them to be solely responsible for the supervision of students in the absence of a certified professional for vocational activities at the Mohegan Sun location, on other job sites, in community settings with students or in the Avery Point Transition Program will receive an additional fifty cents (\$.50) per hour (hourly wage differential). The differential will be paid for days on which the certified professional is absent for the full day, and will not be available on a partial day basis. A paraprofessional who is assigned as a substitute paraprofessional for the paraprofessional assignments described in this section for more than seven (7) consecutive work days will receive an additional fifty cents (\$.50) per hour (hourly wage differential) commencing on the eighth (8<sup>th</sup>) day through the duration of the substitute paraprofessional assignment. The differential will be paid for days on which the certified professional is absent for the full day, and will not be available on a partial day basis.

- B. A paraprofessional who is assigned as a substitute teacher in the same teaching assignment for more than seven (7) consecutive work days will receive an additional fifty cents (\$.50) per hour (hourly wage differential) commencing on the eighth (8<sup>th</sup>) day through the duration of the substitute teaching assignment.

Section 14.4      Transition Program Shoe/Clothing Allowance

Members of the bargaining unit assigned to the Transition Program shall receive reimbursement for a pair of shoes and/or clothing purchased that are appropriate for working conditions in the Transition Program, up to a maximum of \$200.00 per year, payable by the Board on or before June 30<sup>th</sup> of the year. To obtain reimbursement, a paraprofessional assigned to the Transition Program shall present a receipt for the shoes/clothing to the Business Office.

**ARTICLE 15**  
**LEAVE**

Section 15.1

Each employee shall be allowed a maximum of six (6) days' leave per year, noncumulative, with no pay deduction. For the following reasons:

- A. Family reasons (e.g. birth, death, marriage, illness, or graduation, attendance at a child's school related function or event)
- B. Religious holidays
- C. Legal matters
- D. Legitimate personal business

Family is defined as spouse, parents, grandparents, children (natural, foster, or adopted), grandchildren, siblings, in-laws, nieces, nephews, aunts, uncles, and permanent residents of the employee's household. Personal is defined as such matters that are private and sensitive.

Personal leave may be approved only when it is not reasonable for the required activity to have been scheduled outside of working hours.

Section 15.2

The Superintendent of Schools is authorized to grant additional days' leave, paid or unpaid, upon request.

Section 15.3

Application for leave as provided above shall be made in writing to the principal at least seventy-two (72) hours before leave is to be granted, except in cases of illness or emergencies. Where the request for personal leave is made pursuant to Section 1 (d) above, the reason for the absence shall be discussed with the principal and such reason shall not be required to be written.

Section 15.4

Use of personal days shall not directly precede or follow a school vacation or holiday, except if such leave is taken for death in the immediate family, religious holidays, legal business that cannot be transacted outside of working hours, marriage or graduation of a member of the immediate family, or military deployment of an immediate family member.

**ARTICLE 16**  
**LEAVES WITHOUT PAY**

Section 16.1

Leaves of absence without pay for legitimate reasons may be granted at the sole discretion of the Board or its designee for a limited, definite period not to exceed one (1) year.

Section 16.2

For leaves of duration of thirty (30) days or more, at least sixty (60) days prior to the anticipated commencement of such leave of absence applications must be made in writing to the Superintendent stating the reason for the request and the length of time desired. For leaves of less than thirty (30) days duration, written request must be made as soon as possible but, except in cases of emergency, no later than two (2) weeks prior to the anticipated commencement of such leave. A leave of absence expires automatically at the date of expiration approved for the leave. If an extension is required, it must be approved by the Superintendent.

Section 16.3

Maternity disability leave for the purpose of bearing children shall be granted in accordance with applicable federal and state law. The Board will grant leaves in accordance with the Family and Medical Leave Act of 1993.

Section 16.4

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

Section 16.5

If required by law, seniority shall continue to accrue during the period of leave. Accumulated seniority shall not be lost during the leave of absence.

Section 16.6

Employees shall re-enter if there is an open position at a step to be no higher than one (1) above the one he/she was receiving at start of the leave.

Section 16.7

No guarantees of any sort as to reinstatement or granting of this leave are made.

Section 16.8

Within one (1) year from the termination of leave, the employee shall have recall rights as set out in Article 10, to an open position.

Section 16.9

Insurances may be continued at employee's expense during leave of absence for a period of up to 18 months provided payment is made on a timely/monthly basis.

**ARTICLE 17**  
**SICK DAYS**

Section 17.1

Paraprofessionals who have completed their probationary period shall be granted annually fifteen (15) days of sick leave with full pay. Sick leave may be accumulated to the paraprofessionals' regularly scheduled work year. Each paraprofessional shall be notified on their pay stub of the amount of his or her accumulated sick leave. Paraprofessionals returning from any leave shall retain prior accumulated, unused sick leave, but do not accrue sick leave during unpaid leave of absences.

Upon retirement, or death after 10 years of service, the Board will make payment to the individual Employee, or his or her estate, for up to forty (40) days' accumulated sick leave. Employees hired on or after July 1, 2016 shall be eligible for payment for up to twenty (20) days. Employees hired on or after July 1, 2019 shall not be eligible for the benefit.

Employees may use up to seven (7) of their annual allotment of paid sick leave to care for a child, a spouse or a parent. Accumulated sick leave is not available for use for family illness.

Purpose – To provide members with additional paid sick leave when such members have exhausted sick leave due to their personal catastrophic illness or injury or combination thereof, and have provided competent and timely medical certification of said catastrophic illness or injury or combination thereof. Catastrophic illness shall be construed as severe physical or mental illness requiring prolonged hospitalization or recovery.

- a. Enrollment in the sick leave bank:
  1. Membership in the sick leave bank is voluntary on the part of an employee once said employee has completed two (2) years of service in Waterford.
  2. Members who are eligible to participate shall notify the Human Resources department by May 31 of the school year preceding their enrollment.

3. Members who choose to participate in the bank shall be automatically re-enrolled.
  4. Annual enrollment requires the donation of one (1) day of sick leave to the bank.
  5. Members withdrawing sick leave days from the sick leave bank will not have to replace these days except as a regular contributing member of the bank.
  6. If a member chooses to opt out of the sick leave bank, he/she must notify Human Resources by May 31 of the school year preceding their withdrawal from the sick leave bank.
  7. A member who withdraws from membership in the sick leave bank will forfeit the contributed days.
- b. Process for requesting the sick leave bank assistance – A member fitting the criteria set forth above may request through the Union that the sick leave bank board activate the sick leave bank. In the event that the member is incapable of making the request due to the member's catastrophic illness, the Union may request activation of the sick leave bank on the member's behalf.

Upon receipt of a request from the Union to activate the sick leave bank, the sick leave bank four (4) member board, as described below, shall use the following criteria to determine the eligibility of a member to receive donations and to determine the number of days to be allocated from the bank:

1. A member must have a catastrophic illness or injury or combination thereof, diagnosed by a physician, and must provide timely and competent medical certification of the catastrophic illness or injury or combination thereof. The four (4) member sick leave bank board may require that the documentation of said illness or injury be reviewed by a sick leave bank board-designated physician in order to access the sick leave bank. When this review results in a significant question of the diagnosis, then the sick leave bank board may require the teacher to submit to a further medical examination.
  2. A member must have exhausted all accumulated sick leave.
  3. A member seeking access to the sick leave bank shall not be entitled to any other Board sponsored paid leave, remuneration from Board sponsored disability payments, workers' compensation, and/or other such Board sponsored benefits.
  4. A member receiving an allocation of days from the bank must continue to pay for his/her portion of the health insurance premium.
- c. Administration of the sick leave bank:
1. The Board of Education will cooperate in the maintenance of a sick leave bank on a voluntary basis, as described in this paragraph.
  2. Persons withdrawing sick leave days from the bank will not have to replace these days except as a regular contributing member to the bank.



3. The sick leave bank shall be administered by a four (4) member board, two (2) members chosen by the Board of Education, and two (2) members chosen by the Union. Each request for aid, as certified by a doctor's certificate, for the sick leave bank shall be decided by the sick leave bank board on the merits of the individual request. Action of the sick leave bank board shall be by the majority vote. The sick leave bank four (4) member board may reserve days in the bank, and prorate the allocation of such days in the event that more requests are approved than days available in the bank.
4. Not more than eight thousand dollars (\$8,000) shall be expended from this fund during any one (1) year. No more than three thousand five hundred dollars (\$3,500) shall be expended upon any one (1) employee during any one (1) year.
5. Those employees not contributing to the sick leave bank shall not participate in it.

**ARTICLE 18**  
**HOLIDAYS**

**Section 18.1**

Paraprofessionals shall receive paid holidays as follows:

Labor Day	Thanksgiving Day
Veteran's Day	Good Friday
President's Day	Columbus Day
Memorial Day	Christmas Day
New Year's Day	Martin Luther King Day

**Section 18.2**

Labor Day shall be a paid holiday in those years classes commence before Labor Day.

**ARTICLE 19**  
**RETIREMENT**

**Section 19.1**

The terms of retirement shall be as determined by the State of Connecticut MERF B Plan.

**Section 19.2**

A signed, written notice of resignation should be filed with the Superintendent of Schools at least two (2) weeks in advance of separation.

**ARTICLE 20**  
**DISMISSALS**

No employee who has completed his or her probationary period shall be suspended or discharged without just cause.

**ARTICLE 21**  
**COMMITTEES**

**Section 21.1 SAFETY AND HEALTH**

The Board shall invite at least one paraprofessional representative to participate in the Health and Safety Committee of the Board of Education. Such representative shall be selected by the Union.

**Section 21.2 LABOR MANAGEMENT**

- A. There shall be a joint Labor Management Committee, with up to 3 representatives of management appointed by the Superintendent of Schools and up to 3 representatives of the employees appointed by the Union. The employee representatives shall make efforts to include 1 representative from each level (elementary, middle and high school). Each party shall select a contact person to whom information can be sent and with whom scheduling can be arranged.
- B. The Labor Management Committee shall meet on a schedule to be mutually agreed by the Board and the Union. Meetings shall be scheduled so as not to interfere with day to day operations.
- C. The discussions of the Labor Management Committee shall not be considered bargaining under the MERA.

**ARTICLE 22**  
**EDUCATION AND TRAINING**

**Section 22.1**

When, in the judgment of the Superintendent, a course for which reimbursement is requested will make a meaningful contribution to a more effective performance of the duties to which the staff member is assigned or would enhance professional growth, then such reimbursement may be granted. If possible, courses must have approval of the Superintendent at least fifteen (15) days prior to the start of the course. A maximum of up to \$500.00 will be allotted for each course upon satisfactory completion of said course. The Board of Education will provide an annual account of three thousand dollars (\$3,000). This account may not be overexpended. If multiple requests for reimbursement are received, payment shall be made to eligible paraprofessionals in pro-rata amounts.

Section 22.2

Paraprofessionals must submit an official grade report or an official transcript of the approved course(s) and a copy of the bill for tuition and fees. The employee must have a grade of B or better to be reimbursed. In pass/fail courses, a passing grade is required for reimbursement. Payment shall be made as soon as practicable after submission of the appropriate documents. All paraprofessionals must be employed by the Waterford Board of Education at the time the payment is made in order to receive reimbursement.

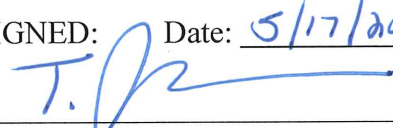
**ARTICLE 23**  
**DURATION**

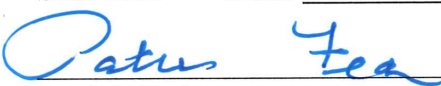
Section 23.1

The provisions of this Agreement shall be effective as of the date of execution, and shall continue and remain in full force and effect to and including the thirtieth day of June, 2024. Wages shall be retroactive to July 1, 2021.

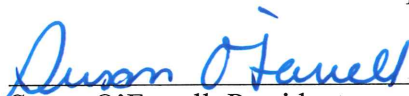
Section 23.2

This contract shall be automatically renewed from year to year unless either party shall notify the other in writing by certified or registered mail at least one hundred twenty (120) days prior to the termination date (or, if renewed, the anniversary date). Any terms, provisions or benefits arising under a subsequent agreement shall not be applied retroactively unless the parties specifically authorize retroactivity of a particular benefit.

SIGNED: Date: 5/17/2022  
  
\_\_\_\_\_  
Tricia Johnson,  
Staff Representative  
AFSCME AFL-CIO, Council #4

SIGNED: Date: 5-2-2022  
  
\_\_\_\_\_  
Patricia Fedor,  
Chairperson  
Waterford Board of Education

Negotiating Team Members:

  
\_\_\_\_\_  
Susan O'Farrell, President

\_\_\_\_\_

**APPENDIX A**  
**WAGE SCHEDULE**

<b>Step</b>	<b>2021-22</b>	<b>2022-23</b>	<b>2023-24</b>
1	15.37		
2	15.79	15.79	
3	16.18	16.18	16.18
4	16.73	16.73	16.73
5	17.15	17.15	17.15
6	17.68	17.68	17.68
6A	18.39	18.39	18.39
7	19.10	19.10	19.48
red circle	21.36	21.36	21.79

Each eligible employee shall advance on step effective and retroactive to July 1, 2021.

Each eligible employee shall advance on step effective July 1, 2022.

Each eligible employee shall advance on step effective July 1, 2023.

**APPENDIX B-1**

**HDHP PLAN Eligible Employees with 5 or More Years of Continuous Service in the Bargaining Unit**

In the 2021-2022 and 2022-2023 contract years, for eligible employees with 5 or more years of continuous service in the bargaining unit, the Board will offer a HDHP plan, or a high deductible health care plan with a health savings account feature, including the following components:

<b>COST SHARES</b>	<b><u>BENEFIT</u></b>
	<p align="center">In-Network services and Out-of-Network services and Out-of-Network services subject to deductible and coinsurance.                      No Referrals Required                      Deductible: \$2,000 Individual, \$4,000 Two or More                      In Network Coinsurance 100%                      Out-of-pocket Maximum \$3,000 Individual, \$6,000 Two or More                      Lifetime Maximum In-Network - Unlimited</p> <p align="center">Out-of-Network Benefits                      Coinsurance 80% / 20%                      Out-of-pocket Maximum \$5,000 Individual, \$10,000 Two or More                      Lifetime Maximum Out-of-Network - Unlimited</p> <p align="center">Only In-Network Benefits Illustrated Below</p>
<b>PREVENTIVE CARE</b>	<b>Annual</b>
Pediatric	Covered 100% - Not Subject to Deductible
Adult	Covered 100% - Not subject to Deductible
Vision Exam	Covered 100% - Not Subject to Deductible
Hearing	Covered 100% - Not Subject to Deductible
Routine Gynecological	Covered 100% - Not Subject to Deductible
<b>MEDICAL SERVICES</b>	
Medical Office Visit	100% after deductible
Outpatient - PT/OT	100% after deductible
Chiropractic	100% after deductible 50 visits per calendar year Add'l coverage after 50 visits subject to OON deductible/coinsurance
Allergy Services	100% after deductible
Diagnostic Lab & X-ray	100% after deductible

	<b><u>BENEFIT</u></b>
Surgery Fees	100% after deductible
Office Surgery	100% after deductible
Outpatient MH/SA	100% after deductible
<b>EMERGENCY SERVICES</b>	
Emergency Room	100% after deductible
Urgent Care Facility	100% after deductible
Ambulance	100% after deductible
<b>INPATIENT HOSPITAL</b>	<b>Note: All hospital admissions require pre-cert</b>
General/Medical & Surgical	100% after deductible
Ancillary Services (Medication, Supplies)	100% after deductible
Psychiatric	100% after deductible
Substance Abuse/Detox	100% after deductible
Rehabilitative	100% after deductible Covered up to 100 days per calendar year. Add'l coverage after 100 days subject to OON deductible/coinsurance
Skilled Nursing Facility	100% after deductible 120 days per calendar year
Hospice	100% after deductible
<b>OUTPATIENT HOSPITAL</b>	
Outpatient Surgery Facility Charges	100% after deductible
Diagnostic Lab & X-ray	100% after deductible
Pre-Admission Testing	100% after deductible
<b>OTHER SERVICES</b>	
Durable Medical Equipment	100% after deductible
Prosthetics	100% after deductible

	<b><u>BENEFIT</u></b>
Home Health Care	100% after deductible 200 visits per calendar year.
Infertility Services	100% after deductible No Age or Cycle Limits GIFT & ZIFT are covered
Prescription Drugs	After the deductible prescriptions will be subject to copays of: \$0 Generic/\$25 Listed Brand/\$40 Non-Listed Brand with 2x Mail Order Copay

In the 2023-2024 contract year, for eligible employees with 5 or more years of continuous service in the bargaining unit, the Board will offer a HDHP plan, or a high deductible health care plan with a health savings account feature, including the following components:

	<b><u>BENEFIT</u></b>
<b>COST SHARES</b>	
	<p>In-Network services and Out-of-Network services and Out-of-Network services subject to deductible and coinsurance. No Referrals Required Deductible: \$2,250 Individual, \$4,500 Two or More In Network Coinsurance 100% Out-of-pocket Maximum \$3,250 Individual, \$6,500 Two or More Lifetime Maximum In-Network – Unlimited</p> <p>Out-of-Network Benefits Coinsurance 80% / 20% Out-of-pocket Maximum \$5,500 Individual, \$11,000 Two or More Lifetime Maximum Out-of-Network – Unlimited</p> <p>Only In-Network Benefits Illustrated Below</p>
<b>PREVENTIVE CARE</b>	<b>Annual</b>
Pediatric	Covered 100% - Not Subject to Deductible
Adult	Covered 100% - Not subject to Deductible
Vision Exam	Covered 100% - Not Subject to Deductible
Hearing	Covered 100% - Not Subject to Deductible
Routine Gynecological	Covered 100% - Not Subject to Deductible
<b>MEDICAL SERVICES</b>	
Medical Office Visit	100% after deductible

	<b>BENEFIT</b>
Outpatient - PT/OT/Speech	100% after deductible
Chiropractic	100% after deductible 50 visits per calendar year Add'l coverage after 50 visits subject to OON deductible/coinsurance
Allergy Services	100% after deductible
Diagnostic Lab & X-ray	100% after deductible
Surgery Fees	100% after deductible
Office Surgery	100% after deductible
Outpatient MH/SA	100% after deductible
<b>EMERGENCY SERVICES</b>	
Emergency Room	100% after deductible
Urgent Care Facility	100% after deductible
Ambulance	100% after deductible
<b>INPATIENT HOSPITAL</b>	
	<b>Note: All hospital admissions require pre-cert</b>
General/Medical & Surgical	100% after deductible
Ancillary Services (Medication, Supplies)	100% after deductible
Psychiatric	100% after deductible
Substance Abuse/Detox	100% after deductible
Rehabilitative	100% after deductible Covered up to 100 days per calendar year. Add'l coverage after 100 days subject to OON deductible/coinsurance
Skilled Nursing Facility	100% after deductible 120 days per calendar year
Hospice	100% after deductible
<b>OUTPATIENT HOSPITAL</b>	
Outpatient Surgery Facility Charges	100% after deductible



	<b>BENEFIT</b>
Diagnostic Lab & X-ray	100% after deductible
Pre-Admission Testing	100% after deductible
<b>OTHER SERVICES</b>	
Durable Medical Equipment	100% after deductible
Prosthetics	100% after deductible
Home Health Care	100% after deductible 200 visits per calendar year.
Infertility Services	100% after deductible No Age or Cycle Limits GIFT & ZIFT are covered
Prescription Drugs	After the deductible prescriptions will be subject to copays of: \$0 Generic/\$25 Listed Brand/\$40 Non-Listed Brand with 2x Mail Order Copay

The Board's contribution toward the HDHP deductible will be deposited into the HSA accounts with the first payroll date of the contract year. The parties acknowledge that the Board's contribution toward the funding of the HDHP plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for active employees. The Board shall have no obligation to fund any portion of the HDHP deductible for individuals upon their separation from employment.

In addition to the insurance offerings noted in these appendices, the Board may implement such Wellness Incentive Plan(s) as may be suitable and desirable, after consultation with the Union concerning same.

**APPENDIX B-2**

**HDHP PLAN Eligible Employees with Fewer Than 5 Continuous Service in the Bargaining Unit**

In the 2021-2022 and 2022-2023 contract years, for eligible employees with fewer than 5 years of continuous service in the bargaining unit, the Board will offer a HDHP plan, or a high deductible health care plan with a health savings account feature, including the following components:

<b>COST SHARES</b>	<b>BENEFIT</b>
	<p align="center">In-Network services and Out-of-Network services and Out-of-Network services subject to deductible and coinsurance.                      No Referrals Required                      Deductible: \$2,250 Individual, \$4,500 Two or More                      In Network Coinsurance 100%                      Out-of-pocket Maximum \$3,250 Individual, \$6,500 Two or More                      Lifetime Maximum In-Network – Unlimited</p> <p align="center">Out-of-Network Benefits                      Coinsurance 80% / 20%                      Out-of-pocket Maximum \$5,500 Individual, \$11,000 Two or More                      Lifetime Maximum Out-of-Network – Unlimited</p> <p align="center">Only In-Network Benefits Illustrated Below</p>
<b>PREVENTIVE CARE</b>	<b>Annual</b>
Pediatric	Covered 100% - Not Subject to Deductible
Adult	Covered 100% - Not subject to Deductible
Vision Exam	Covered 100% - Not Subject to Deductible
Hearing	Covered 100% - Not Subject to Deductible
Routine Gynecological	Covered 100% - Not Subject to Deductible
<b>MEDICAL SERVICES</b>	
Medical Office Visit	100% after deductible
Outpatient - PT/OT/Speech	100% after deductible
Chiropractic	100% after deductible 50 visits per calendar year Add'l coverage after 50 visits subject to OON deductible/coinsurance
Allergy Services	100% after deductible

	<b>BENEFIT</b>
Diagnostic Lab & X-ray	100% after deductible
Surgery Fees	100% after deductible
Office Surgery	100% after deductible
Outpatient MH/SA	100% after deductible
<b>EMERGENCY SERVICES</b>	
Emergency Room	100% after deductible
Urgent Care Facility	100% after deductible
Ambulance	100% after deductible
<b>INPATIENT HOSPITAL</b>	<b>Note: All hospital admissions require pre-cert</b>
General/Medical & Surgical	100% after deductible
Ancillary Services (Medication, Supplies)	100% after deductible
Psychiatric	100% after deductible
Substance Abuse/Detox	100% after deductible
Rehabilitative	100% after deductible Covered up to 100 days per calendar year. Add'l coverage after 100 days subject to OON deductible/coinsurance
Skilled Nursing Facility	100% after deductible 120 days per calendar year
Hospice	100% after deductible
<b>OUTPATIENT HOSPITAL</b>	
Outpatient Surgery Facility Charges	100% after deductible
Diagnostic Lab & X-ray	100% after deductible
Pre-Admission Testing	100% after deductible
<b>OTHER SERVICES</b>	
Durable Medical Equipment	100% after deductible
Prosthetics	100% after deductible

	<b>BENEFIT</b>
Home Health Care	100% after deductible 200 visits per calendar year.
Infertility Services	100% after deductible No Age or Cycle Limits GIFT & ZIFT are covered
Prescription Drugs	After the deductible prescriptions will be subject to copays of: \$0 Generic/\$25 Listed Brand/\$40 Non-Listed Brand with 2x Mail Order Copay

In the 2023-2024 contract year, for eligible employees with fewer than 5 years of continuous service in the bargaining unit, the Board will offer a HDHP plan, or a high deductible health care plan with a health savings account feature, including the following components:

	<b>BENEFIT</b>
<b>COST SHARES</b>	
	<p>In-Network services and Out-of-Network services and Out-of-Network services subject to deductible and coinsurance. No Referrals Required Deductible: \$2,500 Individual, \$5,000 Two or More In Network Coinsurance 100% Out-of-pocket Maximum \$3,500 Individual, \$7,000 Two or More Lifetime Maximum In-Network - Unlimited</p> <p>Out-of-Network Benefits Coinsurance 80% / 20% Out-of-pocket Maximum \$6,000 Individual, \$12,000 Two or More Lifetime Maximum Out-of-Network - Unlimited</p> <p>Only In-Network Benefits Illustrated Below</p>
<b>PREVENTIVE CARE</b>	<b>Annual</b>
Pediatric	Covered 100% - Not Subject to Deductible
Adult	Covered 100% - Not subject to Deductible
Vision Exam	Covered 100% - Not Subject to Deductible
Hearing	Covered 100% - Not Subject to Deductible
Routine Gynecological	Covered 100% - Not Subject to Deductible
<b>MEDICAL SERVICES</b>	
Medical Office Visit	100% after deductible

	<b>BENEFIT</b>
Outpatient - PT/OT/Speech/ Chiropractic	100% after deductible 50 visits per calendar year Add'l coverage after 50 visits subject to OON deductible/coinsurance
Allergy Services	100% after deductible
Diagnostic Lab & X-ray	100% after deductible
Surgery Fees	100% after deductible
Office Surgery	100% after deductible
Outpatient MH/SA	100% after deductible
<b>EMERGENCY SERVICES</b>	
Emergency Room	100% after deductible
Urgent Care Facility	100% after deductible
Ambulance	100% after deductible
<b>INPATIENT HOSPITAL</b>	<b>Note: All hospital admissions require pre-cert</b>
General/Medical & Surgical	100% after deductible
Ancillary Services (Medication, Supplies)	100% after deductible
Psychiatric	100% after deductible
Substance Abuse/Detox	Covered 100%
Rehabilitative	100% after deductible Covered up to 100 days per calendar year. Add'l coverage after 100 days subject to OON deductible/coinsurance
Skilled Nursing Facility	100% after deductible 120 days per calendar year
Hospice	100% after deductible
<b>OUTPATIENT HOSPITAL</b>	
Outpatient Surgery Facility Charges	100% after deductible
Diagnostic Lab & X-ray	100% after deductible
Pre-Admission Testing	100% after deductible

	<b>BENEFIT</b>
<b>OTHER SERVICES</b>	
Durable Medical Equipment	100% after deductible
Prosthetics	100% after deductible
Home Health Care	100% after deductible 200 visits per calendar year.
Infertility Services	100% after deductible No Age or Cycle Limits GIFT & ZIFT are covered
Prescription Drugs	After the deductible prescriptions will be subject to copays of: \$0 Generic/\$25 Listed Brand/\$40 Non-Listed Brand with 2x Mail Order Copay

**APPENDIX C**  
**DENTAL PLAN DESIGN**

***FLEX DENTAL PLAN***  
***Waterford BOE***

***HOW IT WORKS***

This dental plan provides coverage for a wide range of dental services up to contractual maximums listed below per insured person per calendar year for the services listed below.

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***(CATEGORY 1) DIAGNOSTIC & PREVENTIVE SERVICES***

Payable at 100% of usual, customary and reasonable charges at participating dentists:

- Initial oral exams - 1/36 months
- Periodic Oral exams – 2/Year
- Prophylaxis – 2/Year
- Topical application of fluoride - 2/Year to age 19
- Space maintainers to age 19
- X-rays
- Emergency Treatment

***Maximum of \$1,500 shared with category 1, 2, 3.***

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***(CATEGORY 2) BASIC SERVICES***

Payable at 80% of usual, customary and reasonable charges at participating dentists:

- Fillings
- Root canals
- Stainless steel crowns (Primary Teeth)
- Extractions
- Oral Surgery
- Periodontics
- General Anesthesia
- Recement Crown

***Maximum of \$1,500 shared with category 1, 2, 3.***

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***(CATEGORY 3) MAJOR SERVICES***

Payable at 50% of usual, customary and reasonable charges at participating dentists:

- Crowns - 1/Tooth/5 Years
- Post and core - 1/Tooth/5 Years
- Inlays - 1/Tooth/5 Years
- Onlays - 1/Tooth/5 Years
- Recement Bridge
- Prosthodontics - 1/Tooth/5 Years
- Repair of dentures – 1/Year
- Relining of dentures – 1/ 2 Years
- Repair bridge

***Maximum of 1,500 shared with category 1, 2, 3.***

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***(CATEGORY 4) ADDITIONAL SERVICES***

Payable at 50% of usual, customary and reasonable charges at participating dentist:

***Orthodontics up to age 19***

**\$1,000 Lifetime Maximum for Orthodontics**

**APPENDIX C**  
**DENTAL PLAN DESIGN CONTINUED**

***PRINCIPAL LIMITATIONS AND EXCLUSIONS***

Services received from a dental or medical department maintained by an employer, a mutual benefit association, labor union, trustee or other similar person or group; Services for which the member incurs no Dentists' Charge or which are services of a type ordinarily performed by a physician, or charges which would not have been made if insurance was not available; Services with respect to congenital malformations; Services, treatment or supplies furnished by or at the direction of any government, state or political subdivision; Any items not specifically listed in this Policy; Lost or stolen dentures or denture duplication; Gold foil restorations; Temporary services and appliances; such as crown or tooth preparations and temporary fillings, crowns, bridges and dentures; Application of sealants, regardless of reason; Services as determined by the company, that are rendered in a manner contrary to normal dental practice. A complete list of exclusions appears in the Master Group Policy on file with your employer or your Certificate of Membership. *This is not a legal policy or contract. It is only a general description of your Blue Cross & Blue Shield benefits. If there are discrepancies between the dental rider and this summary, the dental rider shall control.*



## APPENDIX D

### Schedule for Preventive Services

Preventive Physical Exams or routine gynecological exams are required in each applicable measurement year according to schedule below<sup>1</sup>:

Preventive Screening Requirements for Male Employees/Male enrolled spouses:

Preventative Screening Requirements	Age Required <sup>(1)</sup>	Frequency
Preventive Physical Exam	20 years and older	1 exam every 2 years

Preventive Screening Requirements for Female Employees/Female enrolled spouses:

Preventative Screening Requirements	Age Required <sup>(1)</sup>	Frequency
Either Preventive Physical Exam; OR	20 years and older	1 exam every 2 years
Routine OB/GYN Exam <sup>(2)</sup>	20 years and older	1 exam every 2 years

(1) Use age as of January 1<sup>st</sup> to determine required screening for yourself and/or spouse, if applicable.

(2) Routine OB/GYN Exam can be conducted by Primary Care Provider either at the time of Preventive Physical Exam or Separate visit.

Note: Wellness Compliance will be determined for the July plan year based on services received in the previous calendar year/years, in accordance with the applicable measurement schedule.

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<sup>1</sup> Female employees and/or female enrolled spouses may comply with wellness requirements by having either a preventive physical examination or a routine gynecological evaluation during the applicable measurement year.

MEMORANDUM OF AGREEMENT

This Memorandum of Understanding (hereinafter "MOU") is made by and between the Waterford Board of Education (hereinafter the "BOARD") and its paraprofessional bargaining unit, LOCAL 1303-209 OF COUNCIL #4. A.F.S.C.M.E. (the "Union"), hereinafter sometimes referred to as the "parties."


WHEREAS, during the negotiations for the 2021-2024 collective bargaining agreement, the BOARD and the Union agreed that the Administration would issue a memorandum regarding cell phones that is part of the agreement, but not part of the contract language.

NOW THEREFORE, the BOARD and the Union agree to the following:

1. Within thirty days of the ratification of the collective bargaining agreement for 2021-2024, the Administration at each building shall issue a memorandum to all paraprofessional staff indicating that no paraprofessional shall be required to communicate with parents or staff using their personal cell phones.
  
2. Within thirty days of the ratification of the collective bargaining agreement for 2021-2024, the administration shall issue a memorandum to paraprofessionals in the Transition Program noting that paraprofessionals assigned to the Transition Program shall have the use of District issued cell phones during the workday and shall not be required to use their own devices.

IN WITNESS WHEREOF, the aforementioned parties, intending to be legally bound hereby, have executed this MOU.

WATERFORD BOARD OF  
EDUCATION:

By:   
Thomas W. Giard III  
Superintendent of Schools

LOCAL 1303-209 OF COUNCIL #4,  
A.F.S.C.M.E.:

By:   
Susan O'Farrell  
President

MEMORANDUM OF AGREEMENT


This Memorandum of Understanding (hereinafter "MOU") is made by and between the Waterford Board of Education (hereinafter the "BOARD") and its paraprofessional bargaining unit, LOCAL 1303-209 OF COUNCIL #4. A.F.S.C.M.E. (the "Union"), hereinafter sometimes referred to as the "parties."

WHEREAS, during the negotiations for the 2021-2024 collective bargaining agreement, the BOARD and the Union agree to the following:


1. 2021-22: Employees at step 7 or red-circle on the 2020-21 schedule shall receive a \$625 supplemental payment upon mutual ratification of the 2021-2024 collective bargaining agreement.
2. 2022-23: Employees at step 7 or red-circle on the 2021-22 schedule, as of June 30, 2022, shall receive a \$625 supplemental payment, which payment shall be distributed to eligible paraprofessionals pro-rata with each payroll during the 2022-2023 contract year.
3. Employees eligible for an increase in longevity payments whose anniversary date precedes the date of ratification will receive a payment for the increase within thirty (30) days of the ratification of the 2021-2024 collective bargaining agreement.
4. Employees eligible for holiday payments will receive a payment for MLK Holiday within thirty (30) days of the ratification of the 2021-2024 collective bargaining agreement.
5. Wage increases will be retroactive to July 1, 2021.
6. Employees must be employed at the time of the payments described in this MOU in order to receive the payments described herein (e.g. the supplemental payment or any portion thereof, the longevity increase, the payment for the MLK holiday and any applicable wage increases).

IN WITNESS WHEREOF, the aforementioned parties, intending to be legally bound hereby, have executed this MOU.

WATERFORD BOARD OF  
EDUCATION:

By:   
Thomas W. Giard III  
Superintendent of Schools

LOCAL 1303-209 OF COUNCIL #4,  
A.F.S.C.M.E.:

By:   
Susan O'Farrell  
President