



Collective Bargaining Agreement

Between the
Capitol Region Education Council
and the
**Local 1303 of Council 4 American
Federation of State, County, and
Municipal Employees, AFL-CIO**

July 1, 2015 – June 30, 2018

111 Charter Oak Avenue
Hartford, Connecticut 06106
Phone: 860-524-4030
Fax: 860-548-9830
Web site: www.crec.org

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This agreement is entered into by and between the CAPITOL REGION EDUCATION COUNCIL, hereinafter referred to as the "CREC" and LOCAL 1303 of COUNCIL #4 OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter referred to as the "UNION." The CREC and the Union agree to the following:

ARTICLE 1
RECOGNITION

- 1.0 The CREC recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours, and all other conditions of employment for all full-time and part-time Child Care Workers and Paraeducators (excluding clerical aides).
- 1.1 It is recognized that the CREC has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of programs in the District in all its aspects, including but not limited to, the following:

To determine the type of work to be performed, to assign all work to employees or other persons, to determine shift schedules and hours of work, to select, hire and demote employees, including the right to prescribe and enforce reasonable rules and regulations for the maintenance of discipline, and for the performance of work in accordance with the requirements of the CREC, provided such rules and regulations are made known in a reasonable manner to the employees affected by them; to discharge or otherwise discipline any employee for just cause; to promote, transfer and lay off employees. These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in violation of any of the specific terms and provisions of this Agreement.

- 1.2 Nothing in this agreement shall be construed as abridging any right, benefit or privilege that the employees of the CREC have enjoyed hereto unless it is specifically superseded by a provision of this Agreement.
- 1.3 The Union shall furnish the CREC with a list of officers, executive committee members, and stewards and as soon as possible, notify the CREC in writing of any changes therein. Such notification shall be sent to the Executive Director. No officer, executive committee member or steward shall be recognized by the CREC until such written notification of his/her appointment is received by the CREC from a duly authorized officer of the Union.
- 1.4 The employment of non-bargaining unit individuals who perform bargaining unit work shall not adversely affect bargaining unit staffing levels. A non-bargaining unit individual shall not fill a bargaining unit position for more than twelve (12) weeks in a school year, unless special circumstances require him/her to fill the position longer.

ARTICLE 2
DISCRIMINATION

- 2.0 The Union and the CREC agree not to interfere with, restrain or coerce the employees covered by this Agreement because of membership or non-membership in or participation or non-participation in Union activities. The employer shall not discriminate with respect to tenure of employment or any other condition of employment against any employee covered by this Agreement because of membership in or activity on behalf of the Union. This provision is for informational purposes only and is not subject to the grievance procedure.
- 2.1 The provisions of this Agreement shall apply to all employees covered by this Agreement without unlawful discrimination on account of race, color, national origin, sex, religious creed, age, gender identity or expression, marital status, ancestry, present or past history of mental disability, intellectual disability, learning or physical disability, including but not limited to blindness, or any other basis prohibited by Connecticut or federal law. This provision is for informational purposes only and is not subject to the grievance procedure.

ARTICLE 3
UNION SECURITY

- 3.0 All employees who are members of the Union after August 31, 1981, and all employees who are hired after August 31, 1981, shall as a condition of employment either (1) become and remain members of the Union through the duration of this Agreement, or (2) pay to the Union a representation fee allowable by law. For new employees, such payment shall commence after they have completed a probationary period pursuant to Article 14 (90 days).
- 3.1 All employees are free to join or not join the Union. All employees are free to remain members of the Union or relinquish membership at any time.

ARTICLE 4
UNION DUES AND FEES PAYROLL DEDUCTION

- 4.0 Union membership dues shall be deducted from the pay of each employee who signs and remits to the employer an authorization form. Employee authorizations may be submitted by November 15 of each year and may be submitted at no other time, except that new hires may submit such authorizations within thirty (30) days from the date of hire. Any employee desiring to have CREC discontinue deductions must notify CREC in writing thirty (30) days in advance. Representation fees shall be deducted by the employer from the pay of each employee who is required to pay such fee. New employees shall sign a payroll deduction form at the time of orientation.

- 4.1 The deduction for any month shall be made equally during the first and second payroll of said month and shall be remitted to the Council #4 office together with a list of names of employees from whose wages such deductions have been made, not later than ten (10) days from the date such deductions were made.
- 4.2 The Union shall indemnify and save the Board of Directors and the CREC harmless against all claims, demands, suits, or other forms of liability, which arise by reason of any action taken in making deductions and remitting the same to the Union pursuant to this Article.

ARTICLE 5
HOURS OF WORK

- 5.0 Hours of work shall be set for each program by the program director on the basis of needs of the students. The hours shall be posted with the calendar in June. If there is any change in the number of hours, work days, or shift during the subsequent year, the employee and the Union shall be notified of such change a minimum of two (2) weeks prior to the change.
- 5.1 When initially hired, employees will be notified of the hours of work, workdays, and shift that they will be working.
- 5.2 There shall be two types of employment years:
 - (a) The SCHOOL YEAR which shall follow the school calendar.
 - (b) The ANNUAL PERIOD. This period may be equal to or less than a full twelve months. The employee shall be notified by June 1 of the length of his/her subsequent year.
- 5.3 Time and one-half shall be paid, in those cases required by law, for all hours worked beyond forty (40) hours per week.
- 5.4 All employees shall have one (1) rest period per day of fifteen (15) minutes.
- 5.5 All employees required to attend a meeting on an in-service day will be given at least five (5) working days notice of such meeting except in case of emergency.
- 5.6 When the school day is shortened by CREC due to an emergency or snow, each employee shall receive his/her normal scheduled day's pay provided that said employee was either at work, or was directed by CREC not to report to work. CREC shall give employees maximum feasible notice of such shortened day.
- 5.7 Employees who are assigned to work locations other than CREC facilities shall be compensated as follows:

- (a) In the event the employee's assignment is canceled (due to no fault of the employee) and the employee received less than two (2) hours notice of cancellation, the employee shall be compensated for the normally scheduled work day if the employee promptly notifies their supervisor of the cancellation and makes himself/herself available for an alternative assignment that day.
- (b) In the event the employee's assignment is canceled (due to no fault of the employee) and the employee received two or more hours of notice of cancellation, the CREC shall make its best efforts to find alternative work assignments that day for the employee but will have no other obligation to pay the employee for that day.

5.8 CREC may require employees to attend up to twenty (20) hours per year of professional development training outside of the employee's normal work day. Employees will be compensated for their time in professional development training only if such training actually occurs and the employee attends the training in its entirety. Such training shall be conducted during the normal school year and shall not be held during school shutdowns (vacations), holidays or on weekends.

ARTICLE 6
HOLIDAYS

6.0 All employees working on an annual period contract shall receive the following holidays off with pay as long as they fall within their employment term:

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

In addition, such employees shall receive two (2) floating holidays on dates set by the Executive Director.

Employees not on an annual contract shall receive two (2) paid holidays (Thanksgiving and Christmas). Effective July 1, 2017, employees not on an annual contract shall receive Memorial Day as a paid holiday.

- 6.1 Holidays falling on Saturday shall be observed on the preceding day.
- 6.2 Holidays falling on Sunday shall be observed on the following day.
- 6.3 An employee required to work on a holiday shall receive overtime pay at one and one-half times his/her regular rate in addition to holiday pay.

ARTICLE 7
VACATIONS

- 7.0 Employees under a twelve month annual contract shall accrue vacation at the following rates:**
- (a) From 0 through 5 years of employment: 5/6th days per month up to ten (10) days per year (accrued on a monthly basis).**
 - (b) From 6 through 10 years of employment: 1-1/4th days per month up to fifteen (15) days per year (accrued on a monthly basis).**
 - (c) After completing the 10th year of employment: 1-2/3 days per month up to twenty (20) days per year (accrued on a monthly basis).**

Employees under an annual period contract but working less than twelve (12) months shall receive prorated total paid vacation accumulated as above.

- 7.1 (a) Paid vacation shall be taken during closed periods, except that an employee with more than five (5) years of service may take up to a maximum of five (5) vacation days during an open period provided ten (10) days are taken during the closed period.**
- (b) Vacations will be approved by the program director after consultation with employees.**
- (c) The opportunity to work during "closed periods", when work is available, shall be offered to employees in the order of seniority first in the classification in which the work is available and then in a classification determined by the Executive Director to be the most appropriate for the available work.**
- 7.2 Employees should receive earned vacation pay on the date prior to said vacation if they request such pay two (2) weeks in advance of said vacation and if they obtain signed approval from the program director and the Human Resources office.**
- 7.3 Prorated accumulated vacation pay shall be granted to an employee in the event he/she terminates their service and has provided ten (10) working days notice of such termination in writing to their employer.**
- 7.4 In the event of the death of an employee, his/her prorated accumulated vacation pay shall be paid to his/her beneficiary.**
- 7.5 Vacation days shall not normally accumulate from year to year except that up to five (5) days vacation may be carried over to the following year upon approval by the Executive Director prior to June 1.**

ARTICLE 8
SICK LEAVE

8.0 Each employee under an annual period contract shall be granted fifteen (15) paid sick leave days per year, cumulative to one hundred (100).

8.1 Employees under an annual period contract but working less than twelve (12) months shall have sick leave based on the number of months of scheduled work (e.g., 11/12x15 days = 13.75 days), cumulative to one hundred (100) days.

8.2 Effective July 1, 2009, school year employees shall be granted thirteen (13) paid sick leave days per year cumulative to eighty (80) days.

Effective July 1, 2011, school year employees' paid sick leave shall increase to fourteen (14) days per year.

Effective July 1, 2016, for school year employees' (not on an annual contract), paid sick leave shall increase to fifteen (15) days per year.

8.3 (a) Probationary employees shall accrue one (1) paid sick leave day every thirty (30) days during their probationary period which may be utilized at any time during each thirty (30) day period. During the probationary period, employees shall only be entitled to utilize this accrued paid sick leave, but shall be entitled to any remaining sick leave as noted in the above sections after the completion of the probationary period.

(b) All employees shall receive wages for paid sick leave based upon the number of hours scheduled to work on the sick day.

8.4 (a) Sick leave days may be used for the following reasons:

1. Personal illness or physical incapacity.
2. Enforced quarantine of said employee.

(b) Sick leave may be used in one-half (1/2) day increments.

8.5 A doctor's certification showing date of illness or incapacity may be required after five (5) working days of absence or if CREC suspects sick leave abuse.

8.6 CREC shall comply with the requirements concerning family and medical leave for Paraeducators that are codified in Connecticut General Statutes 31-51r through 31-51w as amended from time to time.

ARTICLE 9
PERSONAL LEAVE

- 9.0 Two (2) personal days may be used for personal business that cannot be conducted outside of business hours. Such leave must be approved by the immediate supervisor. Requests for such time off will be made at least five (5) days in advance or in an emergency with as much notice as possible. Personal time may be used in one-half (1/2) day increments. The dates shall be granted unless the absence of the employee creates a hardship to the program. Personal leave shall not normally be granted immediately prior to or following a school holiday.
- 9.1 Five (5) days with pay per year shall be granted to each employee for bereavement leave in the event of a death in their immediate family or their spouse's immediate family. Immediate family includes mother, father, spouse, sister, brother, children, grandparents, grandchildren, brother-in-law or sister-in-law.
- 9.2 In the event of severe illness in the immediate family, employees shall be granted up to three (3) unpaid days of leave in order to make arrangements for medical or nursing care. The employee may also utilize these days in the event of a birth of a child by his wife.
- 9.3 Any employee who is obligated to serve jury duty shall be paid the difference between his/her regular weekly salary and what he/she receives for such jury duty service.
- 9.4 Whenever an employee is absent from school as a result of personal injury caused by an accident arising out of and in the course of his/her employment, he/she shall be paid the difference between his/her full salary less the amount of any workers' compensation from the date of injury until such time as he/she is able to return to work or reaches the point of maximum recovery, whichever comes first. In no event shall such compensated injury leave exceed forty-five (45) days. CREC shall comply with the provisions of Connecticut General Statutes Section 10-236a, as amended from time to time, regarding injuries sustained by an employee during a student assault. This provision is for informational purposes only and is not subject to the grievance procedure.
- 9.5 Leave of absence for up to one (1) year may be granted by the Board of Directors to an employee for medical or educational purposes, if, in its determination, the leave will benefit CREC. The Board may set conditions to any such leave.
- 9.6 (a) Employees may be authorized to attend conferences, institutes, or other meetings without loss of pay or benefits on approval of the program director and the Executive Director and upon conditions set by the Executive Director, including the extend of reimbursement.

- (b) Employees shall submit a request in writing to the program director for permission to attend within a reasonable amount of time prior to the date or dates requested.

ARTICLE 10
GRIEVANCE PROCEDURE

10.0 Definition

1. A "grievance" is a claim that a specific provision of this Agreement has been violated to the detriment of the grievant.
2. A "grievant" is the member or members of the bargaining unit or the Union making the claim.
3. The term "days" means calendar days.
4. The grievant must file a grievance in writing within fourteen (14) days from the date he/she knew or should have known of the event or condition giving rise to the grievance, otherwise the grievance shall be deemed to have been waived.

10.1 Procedure

1. Informal:

An employee with a grievance shall discuss it with the immediate supervisor involved with the object of resolving the matter informally.

2. (a) Step One

If the grievant is not satisfied with the disposition of his/her problem through the informal level, the Union shall have the exclusive right to present the grievance in writing to the program director involved. The written statement of an employee's grievance shall contain a statement of fact, the remedy requested and a reference to that provision of the agreement which the employee claims has been violated.

- (b) Step Two

- (1) If the grievance is not resolved at step one, the Union only shall have the right to present the grievance in writing to the Executive Director, provided such grievance shall be presented within seven (7) days of decision under step one or, if no decision is rendered, within ten (10) days of filing under step one.

- (2) Within fourteen (14) days after receipt of the written grievance, the Executive Director, with the supervisor involved, shall meet with the grievant and union representatives in an effort to resolve the grievance.
- (3) The decision of the Executive Director shall be rendered within seven (7) days of this meeting and shall be final and binding except that grievances based on any disciplinary action or any incorrect computation of compensation may be continued through Step Three as described below.

(c) **Step Three**

- (1) If a grievance based on any disciplinary action or any incorrect computation of compensation is not settled, the Union may notify the Executive Director that the Union wishes to submit the matter to arbitration at the Connecticut State Board of Mediation and Arbitration.

The sole issues that the State Board of Mediation and Arbitration shall be permitted to decide are (1) whether or not the employee was suspended or discharged for just cause within the context of the operations of CREC or (2) whether there has been an incorrect computation of compensation. The cost of the arbitration procedure, if any, shall be borne equally by CREC and the Union, except that each party shall bear the cost of its own representation. The decision shall be binding on CREC, the Union and the employee.

- (2) The Union must bring such request for arbitration within fourteen (14) days of the hearing with the Executive Director in Step Two, otherwise the grievance shall be deemed to have been waived.

10.2 Miscellaneous

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum, and every effort shall be made to expedite the process.

The time limits specified, however, may be extended by mutual agreement in writing, except for the initial filing of the grievance.

2. Failure at any step of this procedure to communicate a decision within the specified time limits shall permit the Union to proceed immediately to the next step. Failure at any step to appeal a decision within the specified time limits shall be considered acceptance by the Union of the decision rendered, and such decision shall be binding upon the grievant and the Union.

3. Forms for filing and processing grievances shall be prepared by the Executive Director and distributed to the parties and the Union so as to facilitate operation of the grievance procedure.
4. The grievant may be represented at steps one through three, but only by Union representatives. No agreement shall be made contrary to the terms of this Agreement between the grievant and the employer at the informal level. Suspension or discharge grievances may be initiated at step two with the Executive Director.
5. The employer shall allow the grievant and a union steward or officer the necessary time off without loss of pay to attend grievance meetings at step one through three if the employer schedules the meeting during the workday.

ARTICLE 11
DISCIPLINARY PROCEDURES

- 11.0 Any disciplinary action taken other than a verbal warning shall be reduced to writing and a copy placed in the employee's personnel file with a copy to the employee.
- 11.1 All suspensions and discharges shall be stated in writing with a reason given.
- 11.2 The service file of an employee disciplined under the provisions of this Article shall be deemed cleared after two years for a written reprimand or three years for suspension, provided no additional disciplinary action has been taken against said employee within the above-noted time periods. However, any cleared reprimand or suspension may be used to rebut an employee's testimony on direct examination by the Union that he/she has no history of discipline or to show notice to the employee concerning the prohibited conduct.
- 11.3 (a) No evaluations or written statements of criticism originating after initial employment shall be placed in an employee's personnel file unless the employee has been notified and has had an opportunity to review such material. The employee may submit a written notation regarding any material, and the same shall be attached to the file copy of the material in question. If the employee is asked to sign material placed in their file, such signature shall be understood to indicate his/her awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.

(b) No anonymous and/or unsubstantiated complaints may be placed in any employee's personnel file.

- (c) Each employee shall have the right to review and make copies of any materials in his/her personnel file originating after initial employment upon reasonable notice during the hours which the CREC's offices are open and at cost.

ARTICLE 12
EMPLOYEE INSURANCE

12.0 CREC shall offer to annual period employees and school year Paraeducators and Child Care Workers, after completion of sixty (60) days from the date of hire, single coverage for the following insurance benefits.

- (a) CREC will offer health insurance benefits through an HMO Option as outlined in Appendix B. CREC will make the Century Preferred Plan available to employees whose legal residence is in another state. In addition, CREC shall offer an HSA/HDHP plan effective January 1, 2016. Prescription coverage for the PPO and HMO shall be provided through a formulary structure with co-payments of \$5 (generic) \$20 (preferred) \$35 (non-preferred) in 2015-16 and 2016-17 and \$10 (generic) \$25 (preferred) \$40 (non-preferred) in 2017-18, with mail order for two times the retail co-payment for a 90 day supply. The prescription drug maximum for the PPO Option shall be \$2,500, after which there shall be 80/20 cost-sharing with first dollar coverage from exhaustion. There shall be no prescription drug maximum for the HMO Option.

The HMO and PPO plans shall include the following co-pays:

- Office visit: \$25 (2015-16 & 2016-17), \$30 (2017-18)
- Specialist: \$25 (2015-16 & 2016-17), \$35 (2017-18)
- Urgent care: \$75
- Emergency Room: \$100
- Outpatient: \$150 (2015-16 & 2016-17), \$200 (2017-18)
- Inpatient: \$150 (2015-16 & 2016-17), \$200 (2017-18)
- High Cost Diagnostic \$75 per service to \$375 max

The HSA (Health Savings Account) plan shall have the following components:

	In-Network	Out-of-Network
Annual Deductible (Individual/Aggregate Family)	\$2,000/4,000 (Shared In/Out)	
Co-insurance	N/A	20% co-insurance after deductible, subject to co- insurance limits

Preventive Care	Deductible not applicable	20% co-insurance after deductible, subject to co-insurance limits
Prescription Drug Coverage	Treated as any other medical expense Subject to deductible, once deductible is met, then \$10/25/40 copay per prescription	20% co-insurance after deductible, subject to co-insurance limits
Co-insurance Maximum (Individual/Aggregate Family)	\$3,000/6,000 (Out of network Coinsurance and In-network post deductible RX copays)	
Cost Share Maximum (Individual/Aggregate Family)	\$5,000/10,000	
Lifetime Maximum	Unlimited	\$1,000,000

CREC will fund fifty percent (50%) of the applicable HSA deductible amount for each full-time employee who elects coverage under the high deductible/HSA plan (with pro-rated funding of the deductible for part-time employees). CREC's contribution toward the HSA deductible will be deposited into the HSA accounts in January of 2016 and 2017. Effective January 2018, CREC's contribution toward the HSA deductible will be deposited into the HSA accounts in two equal installments on January and July of the plan year. The parties acknowledge that CREC's contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for active employees. The CREC shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment. For any plan year in which an employee is enrolled in the high deductible/HSA plan for only a portion of the plan year, CREC's contribution toward the funding of the deductible shall be pro-rated.

A full summary of the co-pays and benefits provided under these plans are outlined in Appendix B.

If CREC determines that the total cost of a group health plan or plans offered under this contract may trigger an excise tax under Internal Revenue Code Section 4980I, or any other local, state or federal statute or regulation, during the term of this contract, the CREC and the Union will, upon the request of the CREC, engage in mid-term negotiations regarding the impact of such excise tax, in accordance with the Municipal Employees Relations Act (MERA).

- (b) Life insurance equal to twice the employee's annual salary to the nearest \$1,000; CREC pays 100% of the life insurance premiums for eligible employees. (Annual period employees who work under thirty (30) hours per week shall not be entitled to this benefit)

- (c) Disability income insurance, providing for a six month waiting period and fifty percent (50%) of Basic Monthly Earnings not to exceed a Maximum Monthly Benefit of \$1,000 less Other Income Benefits and Other Income Earnings. Employees may also choose to purchase the opt up plan that provides for sixty percent (60%) of Basic Monthly Earnings not to exceed a Maximum Monthly Benefit of \$8,000 less Other Income Benefits and Other Income Earnings. CREC pays half the premium for the basic disability income insurance. CREC shall pay the full premium for the basic coverage to employees who have begun their second continuous contract with CREC. Employees must pay to receive the opt up plan instead of the basic plan.
- (d) Effective July 1, 2006, CREC shall offer Blue Cross Flex Dental Plan with a \$2,000 annual maximum. CREC shall pay the total cost of the premium for eligible employees.
- (e) Single coverage premiums will be paid as follows:

	CREC Share	Employee Share	Employee Premium Cap
2015-16	87%	13%	8% of Gross Base Salary
2016-17	86%	14%	8% of Gross Base Salary
2017-18	85%	15%	8% of Gross Base Salary
- (f) Annual period employees and Child Care Worker IIs may participate in family coverage and CREC shall pay 80% of the cost of the premiums for their families.

12.1 Dual and family coverage for eligible school year employees, other than Child Care Worker IIs, premiums will be paid as follows:

CREC Share	Employee Share
40%	60%

Effective July 1, 2017, for dual and family coverage for eligible school year employees, other than Child Care Worker IIs, premiums will be paid as follows:

CREC Share	Employee Share
45%	55%

12.2 Probationary employees shall be eligible for insurances as noted above on the first day of the next full month following the completion of 60 days from the date of hire. In order to be covered on the date of eligibility, the employee must notify the Human Resources office in writing of his/her desire to have coverage at least forty-five days prior to the end of the probationary period. This provision shall be waived if the employee has been a substitute employee performing bargaining unit work for a period in excess of twelve (12) weeks cumulative in a school year.

- 12.3 CREC reserves the right to change the insurance carrier for any of the plans listed herein, provided that the level of benefits shall remain substantially equivalent considering the plan as a whole. Prior to any change in insurance plan or carrier, the Union shall be notified and consulted with.

If the Association contends that a change recommended by the Executive Director does not meet the standard above, it shall submit a written statement detailing the reasons for its position within thirty (30) days of receiving written notification that the Executive Director is recommending a change. If no written statement is provided, CREC may proceed with the change. If such a written statement is received and the Executive Director still recommends a change, the matter shall promptly be submitted to arbitration at Level Four, and the arbitrator shall apply the standard set forth in the paragraph above. No change in the insurance plan shall be implemented until after the completion of any such arbitration proceeding.

- 12.4 CREC shall offer to all employees participation in the CREC savings and pension fund. CREC will match employee contributions as follows:

Employee Contribution	CREC Match
5%	4.2%
4%	3.6%
3%	3%
2%	2%
1%	1%

- 12.5 Health insurance premium share for the months of July and August will be deducted from employees' paychecks that are issued between the months of February and June of the school year preceding the July and August. For employees who become eligible for benefits after January, deductions for health insurance premiums for the months of July and August will be divided among the paychecks that are issued between the month that the employee becomes eligible and June of that same year.
- 12.6 Upon request from the Union, CREC shall request and receive rate quotes from the state of Connecticut concerning health plans available effective October 1, 2015 pursuant to SB 913 and shall share such information with the Union upon request. CREC and the Union may meet and discuss the State Insurance plan, if either party requests such a meeting. Neither this agreement, nor any such meeting shall constitute mid-term bargaining or be subject to the impasse procedures contained in MERA.

ARTICLE 13
COMPENSATION

- 13.0 Employees in the bargaining unit shall be compensated in accordance with the rates shown in Appendix A attached hereto and made a part hereof.

- 13.1 (a) Any qualified employee required to substitute for a teacher in excess of two consecutive hours will be paid an hourly rate as listed in Appendix A or the applicable substitute teacher's hourly pay rate in addition to his/her regular hourly rate for all hours worked in such capacity as a substitute for the teacher.
- (b) The above-noted payment will not apply if a substitute Paraeducator is obtained. In such a case, the qualified employee acting as a substitute for the teacher shall receive additional compensation at an hourly rate as listed in Appendix A for each hour worked as a substitute.
- (c) Due to an emergency, vacancy or when a substitute cannot be obtained, Extended Day Paraeducator (Child Care Worker II) will provide coverage on an equitable basis. Paraeducators providing such coverage shall receive, in addition to their regular salary, substitute pay for all hours worked in such capacity. Where students are split among two or more classes, Paraeducators providing coverage shall be paid a proportionate share of the substitute's pay based on the number of students for which they are providing coverage.

13.2 Effective July 1, 2009, each qualified employee, when assigned and required to act as an oral interpreter or C-Print transcriptionist will be paid an additional rate per hour for each period so assigned per Appendix A.

13.3 No bargaining unit employee hired prior to July 1, 1994 shall be required to obtain or maintain a Public Service Driver's license.

13.4 For years in which step movement is negotiated, each employee hired before July 1, 2009 who is not at maximum step shall receive a step increase on their anniversary date of employment until maximum is reached. For years in which step movement is negotiated, each employee hired after July 1, 2009 who is not at maximum step shall receive a step increase on their second anniversary date of employment and then each anniversary date thereafter until maximum is reached. There shall be no step movement in the 2017-2018 school year.

Initial salary placement is on Step 1.

13.5 Employees who may be required to punch in and out from work by means of a time clock or similar device, will be provided a copy of their timesheet within one (1) week of hours worked if requested by the employee.

13.6 All employees shall be paid via electronic direct deposit into a bank account designated by the employee. Such bank account information shall be provided to the Payroll Department via the CREC Direct Deposit Form.

ARTICLE 14
SENIORITY

- 14.0 Seniority shall be defined as an employee's length of continuous service since his/her most recent date of hire within a classification. The classification in this bargaining unit are Child Care Worker I, Child Care Worker II (includes Extended Day Paraeducators), Child Care Worker III and Paraeducators. No employee shall attain seniority under this Agreement until he/she has been continuously on the payroll of the Board for a period of ninety (90) days, except that employees shall have access to health insurance subject to the eligibility requirements of Section 12.2. Until expiration of such period, he/she shall be on probation and may be terminated by the Board in its sole discretion and neither the employee nor the Union, on his/her behalf, shall have recourse to the grievance provisions of this Agreement. An employee after completion of the probationary period, shall acquire seniority commencing on the date of his/her employment.
- 14.1 In the event of elimination of positions within programs, employees shall be laid off in the reverse order of seniority within the classification within the program of the positions being eliminated. An employee may displace the least senior employee in a lower classification within the program. Seniority in this case shall be based on continuous years of service in a classification. For example, all years of service in any classification of Child Care Worker (including Extended Day Paraeducators) will be counted together towards seniority.

For employees in the Technical Assistance and Brokering Services (TABS) program, employees will be laid off in the reverse order of seniority within the school district at which the position is being eliminated.

- 14.2 Employees on layoff shall retain recall rights for a period equal to their length of continuous service, up to a maximum of one (1) year from the date of layoff. Recall shall be in order of seniority within classification. An employee who is recalled shall be notified by certified mail, return receipt requested or by email provided the employee consents to such form of notification and shall be expected to report for duty no more than ten (10) days after receipt of such notification. This time limit may be waived by agreement of the parties for good cause. Recalled employees shall return to the same status they held on the date of layoff in terms of classification, pay rate within classification, vacation and sick leave accumulation, if any, seniority, and all other benefits. However, no seniority, leave time, or other benefits shall accrue during the period of layoff. Employees recalled to a program other than the one from which they were laid off, shall serve a probationary period for one month. They may be terminated at the discretion of the Executive Director. In cases of such termination, the employee shall return to his/her former position on the recall list.
- 14.3 Seniority shall be broken only by the following events: discharge for just cause; retirement; resignation; layoff for more than the applicable recall period; failure to report for duty within ten (10) days after notification of recall (unless waived in

accordance with the preceding section). Seniority accumulation shall be suspended (but not broken) during layoff or during long term leave of absence without pay (more than thirty (30) days).

- 14.4 The Board shall establish a seniority list and mail a copy to the Union on or about October 1 and April 1 of each year. The seniority list will contain names, addresses, hiring days, job classifications and wage rates of all employees. Additionally, the Board shall notify the Union of job postings, new hires, separations and other changes in status as they occur.
- 14.5 Any job vacancies (openings or new positions) shall be posted at all schools, for five (5) workdays. Employees desiring to apply for a vacancy shall apply in accordance with the posted notice. The senior qualified employee will be given the job. The above, notwithstanding, the CREC reserves the right to give the job to a less senior, "more qualified" person (including people outside the system). However, the parties agree that for the purpose of this section "more qualified" means either more appropriate experience or better academic credentials or both. Summer positions shall be posted at all schools for five (5) workdays. Such positions are not covered by this Agreement.
- 14.6 When a shift change is made within a program between two or more positions in one classification, the most senior employee within the classification shall have the choice of selecting the shift. Seniority under this section shall be defined as length of continuous service with CREC.
- 14.7 When two or more applicants for a summer position possess equal qualifications and are the best qualified, as determined by management, if one is a member of the bargaining unit, then that employee shall be given preference.

ARTICLE 15
SAVINGS CLAUSE

- 15.0 In the event that any federal or state legislation, governmental regulations or court decisions cause invalidation of any article or selection of this Agreement, all other articles and sections not so invalidated shall remain in full force and effect.

ARTICLE 16
PERSONAL PROPERTY DAMAGE

- 16.0 (a) Employees shall report immediately in writing to their immediate supervisor and to the Central Office serious cases of assault suffered by them in connection with their employment.
- (b) Such report shall be forwarded to the Executive Director who shall comply with any request from the employee for information in his possession not privileged under law which relates to the incident or the persons involved.

- (c) If, in the discharge of his/her duties or responsibilities, an employee sustains property damage caused by a student, he/she will immediately fill out an accident report and submit it to his/her immediate superior or coordinator for approval and verification. Once verification has been granted, the report will be forwarded to the Executive Director or his/her designated representative and payment for the property damage will be made within one month of the verification. Payment for repair or replacement of damaged property shall in no case exceed one hundred dollars (\$100) per incident, this limit shall not apply to the replacement of eyeglass lenses or contact lenses.

16.1 Where practicable and feasible in the determination of the administrators of the individual programs, CREC shall provide a safe and secure storage area for personal items and belongings.

ARTICLE 17
TUITION REIMBURSEMENT

17.0 Employees may apply for and receive tuition reimbursement up to \$2,000 per approved year under the following conditions:

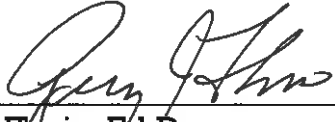
- (a) The employee must have completed at least two years continuous employment at CREC
- (b) The employee must have passed the first open enrollment period following the completion of two years of actual employment
- (c) The employee must be scheduled to work twenty (20) hours a week or more
- (d) A grade of "B" or better must be achieved
- (e) Overall evaluation must be on or above target
- (f) Attendance must be on or above target

CREC shall allocate a maximum of \$20,000 per year for course reimbursement for employees in this bargaining unit.

ARTICLE 18
DURATION

18.0 This Agreement shall become effective July 1, 2015, except as provided herein and shall remain in full force and effect through June 30, 2018, and shall continue in effect thereafter until either party serves written notice to the other in accordance with law to commence negotiations for a successor agreement prior to the termination of this Agreement.


CAPITOL REGION EDUCATION COUNCIL

By 

Greg Florio, Ed.D.
Executive Director

Date: 1/22/16

**LOCAL 1303 COUNCIL#4, AMERICAN FEDERATION
OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO**

By 

Stacie Harris-Byrdsong
President

Date: 01/15/16

By 

Jeffrey Jump, Representative
AFSCME Council 4

Date: 1/21/16

APPENDIX A
WAGES PER HOUR - PARAEducATORS

<u>LEVEL I*</u>				<u>LEVEL II**</u>			
STEP	7/1/2015	7/1/2016	7/1/2017	STEP	7/1/2015	7/1/2016	7/1/2017
1	\$16.43	\$16.59	\$16.92	1	\$17.48	\$17.65	\$18.00
2	\$16.94	\$17.11	\$17.45	2	\$17.98	\$18.16	\$18.52
3	\$17.48	\$17.65	\$18.00	3	\$18.66	\$18.85	\$19.23
4	\$17.98	\$18.16	\$18.52				
5	\$18.66	\$18.85	\$19.23				

WAGES PER HOUR - CHILD CARE WORKER II

<u>LEVEL I*</u>				<u>LEVEL II**</u>			
STEP	7/1/2015	7/1/2016	7/1/2017	STEP	7/1/2015	7/1/2016	7/1/2017
1	\$19.26	\$19.45	\$19.84	1	\$20.53	\$20.74	\$21.15
2	\$19.92	\$20.12	\$20.52	2	\$21.26	\$21.47	\$21.90
3	\$20.53	\$20.74	\$21.15	3	\$21.91	\$22.13	\$22.57
4	\$21.26	\$21.47	\$21.90				
5	\$21.91	\$22.13	\$22.57				

WAGES PER HOUR - CHILD CARE WORKER III

<u>LEVEL I*</u>				<u>LEVEL II**</u>			
STEP	7/1/2015	7/1/2016	7/1/2017	STEP	7/1/2015	7/1/2016	7/1/2017
1	\$22.09	\$22.31	\$22.76	1	\$24.20	\$24.44	\$24.93
2	\$23.13	\$23.36	\$23.83	2	\$25.28	\$25.53	\$26.04
3	\$24.20	\$24.44	\$24.93	3	\$26.38	\$26.64	\$27.17
4	\$25.28	\$25.53	\$26.04				
5	\$26.38	\$26.64	\$27.17				

There shall be no step advancement in the 2017-2018 school year.

ADDITIONAL RATES

	7/1/2015	7/1/2016	7/1/2017
Oral Interpreters & C-Print Transcriptionists as outlined in Article 13.2	\$1.60	\$1.62	\$1.65
Substitute Teachers as outlined in Article 13.1 (a)	\$8.37	\$8.45	\$8.62
Substitute Teachers as outlined in Article 13.1 (b)	\$1.45	\$1.46	\$1.49

* Initial salary placement is on Step 1.

** Requires a minimum of two (2) years of relevant experience. Initial salary placement is on Step 1.

APPENDIX B
CREC MEDICAL BENEFIT PLAN DESIGN
FOR PARAEDUCATORS & CHILD CARE WORKERS
Effective 01/01/2015

Bluecare POE – OPTION IA/Group #004715-017

BLUE CARE HEALTH MAINTENANCE ORGANIZATION (Primary Care Physician - Referral NOT REQUIRED)

IN Network	\$25/25/30 (Y1/Y2/Y3) Office Visit \$25/25/35 (Y1/Y2/Y3) Specialists \$75 Urgent Care \$100 Emergency Room \$150/150/200 (Y1/Y2/Y3) Outpatient Hospital \$150/150/200 (Y1/Y2/Y3) In-Patient Hospital \$75 per service to \$375 max High Cost Diagnostic Prescription Drug Max - Unlimited Co-pays: Mail Order = \$ 2x retail Generic = \$5/\$5/\$10 (Y1/Y2/Y3) Preferred = \$20/20/25 (Y1/Y2/Y3) Non-Preferred = \$35/35/40 (Y1/Y2/Y3)
Dental	\$2,000 per covered member. All Plans include BC&BS Flexible Dental - Orthodonture – Not available

Anthem Blue Cross/Blue Shield Century Preferred – CP-PPO – Option III/Group #004715-038

Available to participants whose residence is Out of State (Primary Care Physician – Referral - NOT REQUIRED)

IN Network	\$25/25/30 (Y1/Y2/Y3) Office Visit \$25/25/35 (Y1/Y2/Y3) Specialists \$75 Urgent Care \$100 Emergency Room \$150/150/200 (Y1/Y2/Y3) Outpatient Hospital \$150/150/200 (Y1/Y2/Y3) In-Patient Hospital \$75 per service to \$375 max High Cost Diagnostic Prescription Drug Max - \$2,500 per member per year, with rollover to the Out of Network benefit thereafter. Co-pays: Mail Order = \$ 2x retail Generic = \$5/\$5/\$10 (Y1/Y2/Y3) Preferred = \$20/20/25 (Y1/Y2/Y3) Non-Preferred = \$35/35/40 (Y1/Y2/Y3)
Dental	\$2,000 per covered member. All Plans include BC&BS Flexible Dental - Orthodonture – Not available
OUT of Network	\$400/\$800/\$1000 deductible 80%/20% co-insurance \$1200/\$2400/\$3000 cost share Lifetime maximum - \$1,000,000 Pre-certification Required

High Deductible Health Plan with Health Savings Account (HDHP - HSA)

	In-Network	Out-of-Network
Annual Deductible (Individual/Aggregate Family)	\$2000/4000 (Shared In/Out)	
Co-insurance	N/A	20% co-insurance after deductible, subject to co- insurance limits
Preventive Care	Deductible not applicable	20% co-insurance after deductible, subject to co- insurance limits
Prescription Drug Coverage	Treated as any other medical expense Subject to deductible, once deductible is met, then \$10/25/40 copay per prescription	20% co-insurance after deductible, subject to co- insurance limits
Co-insurance Maximum (Individual/Aggregate Family)	\$3,000/6,000 (Out of network Coinsurance and In- network post deductible RX copays)	
Cost Share Maximum (Individual/Aggregate Family)	\$5,000/10,000	
Lifetime Maximum	Unlimited	\$1,000,000

CREC will fund fifty percent (50%) of the applicable HSA deductible amount for each full-time employee who elects coverage under the high deductible/HSA plan (with pro-rated funding of the deductible for part-time employees). CREC's contribution toward the HSA deductible will be deposited into the HSA accounts in January of 2016 and 2017. Effective January 2018, CREC's contribution toward the HSA deductible will be deposited into the HSA accounts in two equal installments on January and July of the plan year.