

# AGREEMENT

Between The

WESTPORT BOARD OF EDUCATION

And The

WESTPORT EDUCATIONAL  
ASSOCIATION OF  
PARAPROFESSIONALS

July 1, 2019 through June 30, 2022

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## PREAMBLE

This Agreement is made and entered into by and between the Westport Board of Education (hereinafter referred to as the "Board"), and the Westport Educational Association of Paraprofessionals (hereinafter referred to as the "Association").

## ARTICLE 1 RECOGNITION

The Board recognizes and certifies the Association as the exclusive bargaining representative for all employees in the unit consisting of all employees of the Board engaged in paraprofessional (aide) work in the public school system of the Town of Westport who are employed in such capacity for twenty (20) hours or more per week and who are employed for a full school year, for the purposes of, and with all the rights and privileges as provided by, Public Act No. 159 of the 1965 Connecticut General Assembly, in accordance with the recognition agreement executed between the Board and the Association on November 5, 1970. A full-time paraprofessional is one whose regular job assignment is thirty-five (35) hours per week. A regular part-time paraprofessional is one whose regular job assignment is fewer than thirty-five (35) hours but at least twenty (20) hours per week for a full school year.

## ARTICLE 2 FRINGE BENEFITS

### A. Board Contribution to Insurance Coverage

1. A program of benefits shall be provided on a contributory basis to each full-time eligible employee and their eligible dependents. Health benefits shall be in the form of a High Deductible Health Plan (HDHP) with a Health Savings Account (HSA). The deductible for such HDHP shall be \$2000 for individuals and \$4000 for families. The Board will contribute 50% of the deductible for active full-time employees participating in the HDHP. Any employee ineligible for the HDHP may participate in a Health Reimbursement Arrangement (HRA) with the same terms as the HDHP. Board funding to the HRA shall include a rollover feature allowing any unused HRA deductible funds to be rolled over up to the amount legally allowed.

The Board's deposit toward the HDHP deductible will be made as follows:

Starting September 1, 2015, 25% at the beginning of each quarter

There will be no cost for preventative care. Once the HDHP deductible is met, benefits will be covered at 100% for in-network. Out-of-network services will be

subject to an 80%/20% co-insurance after the deductible is met with an out-of-pocket maximum of \$4,000/\$8,000 (including satisfying the deductible). The out-of-pocket maximum will be cross accumulative between in-network, out-of-network and prescription drug cost.

Prescription benefits under the HDHP plan shall be provided through a prescription benefits manager (PBM), designated by the Board through a formulary established by the Board. Co-payments under the formulary plan will apply after the deductible is met up to an additional out-of-pocket maximum of \$1000/\$2000. The co-payments shall be \$10.00 for generic, \$30.00 for preferred brand, and \$45.00 for non-preferred brand, with mail order of two and one-half (2.5) times these retail co-payments for a ninety day supply. A participant shall pay the difference between the brand name drug cost and the generic drug cost when a generic is available and the individual elects to take the brand name drug without a physician's specification, "Dispense As Written" ("DAW") provided for medical reasons. A summary of the benefits of this plan shall be set forth for informational purposes in Appendix B, provided that the actual benefit shall be determined in accordance with the insurance contract(s).

Subject to the conditions set forth below, the Board shall offer each bargaining unit member the opportunity to participate in the Connecticut State Partnership Plan 2.0 (SPP) for medical benefits in lieu of the medical benefits described above. The medical benefits shall be as set forth in the SPP effective on September 1, 2018, including any subsequent amendments or modifications made to the SPP by the State and its employee representatives. The administration of the SPP, including open enrollment, beneficiary eligibility and changes, and other administration provisions shall be as established by the SPP.

- a. The premium rates shall be set by the SPP.
- b. Effective September 1, 2019, the Board shall pay for all full-time employees eighty-one and one half percent (81.5%) of the premium cost, and the employee shall pay eighteen and one half percent (18.5%) of such cost. Effective September 1, 2020, the Board shall pay for all full-time employees eighty-one percent (81%) of the premium cost, and the employee shall pay nineteen percent (19%) of such cost. Effective September 1, 2020, the Board shall pay for all full-time employees eighty-one percent (81%) of the premium cost, and the employee shall pay nineteen percent (19%) of such cost. Effective September 1, 2021, the Board shall pay for all full-time employees eighty and one half percent (80.5%) of the premium cost, and the employee shall pay nineteen and one half percent (19.5%) of such cost

Contributions will be based upon the cost of coverage elected by the individual, i.e. individual, individual plus one, family. Employee premium share contributions shall be made pursuant to an I.R.C. Section 125 Plan (pre-tax contribution) implemented by the Board.

- c. The SPP contains a Health Enhancement Plan (HEP) component. All employees participating in the SPP are subject to the terms and provisions of the HEP. In the event SPP administrators impose the HEP non-participation or noncompliance \$100 per month premium cost increase or the \$350 per participant to a maximum of \$1400 family annual deductible, those sums shall be paid 100% in their entirety by the non-participating or non-compliant employee. No portion or percentage shall be paid by the Board. The \$100 per month premium cost increase shall be implemented through payroll deduction, and the \$350/\$1400 annual deductible shall be implemented through claims administration.
- d. In the event any of the following occur, the Board or the Association may reopen negotiations in accordance with Conn. Gen. Stat. Section 7-473c(b)(1) as to the sole issue of medical benefits, including plan design and plan funding, premium cost share and/or introduction of a replacement medical benefits plan in whole or in part.
  - i) If the SPP in its current form is no longer available; or if the benefit plan design of the SPP is modified as a result of a change in the State's collective bargaining agreement with SEBAC, if such modifications would substantially increase the cost of the medical benefits plan offered herein. Reopener negotiations shall be limited to medical benefits plan design and funding, premium cost share and/or introduction of an additional optional medical benefits plan; and/or
  - ii) If Conn. Gen. Stat. Section 3-123rrr et seq. is amended, or if there are any changes to the administration of the SPP, or if additional fees and/or charges for the SPP are imposed so as to affect the Board, any of which amendments, changes, fees or charges (individually or collectively) would substantially increase the cost of the medical benefits plan offered herein. Reopener negotiations shall be limited to medical benefits plan design and funding, premium cost share and/or introduction of an additional medical benefits plan; and/or
  - iii) If the cost of medical benefits plan offered herein is expected to result in the triggering of an excise tax under The Patient Protection and Affordable Care Act ([ACA; P.L. 111-148], as

amended, inter alia, by the Consolidated Appropriations Act of 2016 [P.L. 114-113]) and/or if there is any material amendment to the ACA that would substantially increase the cost of the medical benefits plan offered herein. Reopener negotiations shall be limited to medical benefits plan design and funding, premium cost share and/or introduction of an additional medical benefits plan.

- e. In any negotiations triggered under subparagraph e above as well as negotiations for a successor to the current collective bargaining agreement, the parties shall consider the High Deductible Health Plan with Health Savings Account set forth in Article 2 of the collective bargaining agreement (as well as the premium cost-sharing amounts as set forth above, as may be subsequently negotiated between the parties) to be the baseline for such negotiations, and the parties shall consider the following additional factors:
- Trends in medical insurance plan design outside of the SPP;
  - The costs of different plan designs, including a high deductible health plan structure and a PPO plan structure.

Should such negotiations be submitted to arbitration for resolution, the arbitration panel shall consider the foregoing in applying the statutory criteria in making its ruling.

Employees hired prior to July 1, 1990 who have medical insurance fully paid for by the Board shall retain that benefit.

2. For part-time paraprofessionals, the Board shall contribute a prorated portion of eight hundred fifty dollars (\$850.00) toward the cost of individual medical insurance coverage under the SPP plan. The proration shall be based on the employee's regular job assignment hours.

B. Dental

Paraprofessionals will be able to participate in the same dental plan as other Board employees i.e. Delta Dental.

The following shall apply. Dental benefits shall reimburse preventive expenses at 100% co-insurance. A \$50.00 annual deductible (\$150 family maximum) is applied to general and major services. General services shall be reimbursed at an eighty percent (80%) co-insurance and major services at fifty percent (50%) co-insurance. This benefit is subject to a \$2,500 calendar year maximum per covered individual. A summary of the benefits of this plan shall be set forth for informational purposes in

Appendix C, provided that the actual benefit shall be determined in accordance with the insurance contract(s).

C. Waiver of Coverage

Full-time paraprofessionals who were eligible for Board contribution to medical insurance coverage in accordance with A.1 above and who were employed when the 2010-2013 successor Agreement was ratified, but who elected to waive their entitlement to such Board paid coverage shall receive a one thousand dollar (\$1000.00) cash payment at the end of each school year, provided that the employee is employed at the end of the school year, at which time payment will be made. Such payment shall be in lieu of any other Board obligation to provide medical insurance for such employees at Board expense. Once filed, waivers continue in effect from year to year but may be revoked by written notice to the Superintendent or his/her designee and eligible employees revoking such waivers may apply for medical insurance coverage as set forth above and the Board will promptly request such coverage. Eligible employees who file for and/or revoke a waiver of coverage will be subject to all rules, regulations and requirements of the applicable insurance carriers and the applicable policies concerning waiting periods. Waiver requests must be filed not later than September 30 in the school year in which the waiver is first to be in effect, or within thirty days of date of hire for those first employed after school has opened, unless otherwise allowed by the Superintendent. The waiver cash payment shall be prorated on a monthly basis for those hired after the school year has begun. For example, October hires shall receive 9/10ths of \$1000, November hires 8/10ths of \$1000, and so on. All aspects of this voluntary waiver are subject to the rules, regulations and policy requirements of the applicable insurance carrier.

D. Change of Carrier

The Board of Education at its sole discretion may change insurance carriers provided 30 days notice is given to the WEAP president and provided also that the new carrier provides substantially equal benefits and services to the members.

Any claim by the WEAP that such benefits or services provided by the new carrier are not substantially equal shall be subject to binding arbitration through the contractual grievance procedure.

E. Life Insurance

The Board shall provide group life insurance for full-time paraprofessionals in the amount of fifty thousand dollars (\$50,000.00). Each new paraprofessional shall be eligible for this benefit.



- F. By written request by the Board to the Association, the Board may initiate reopener negotiations over the provisions of Article 2 and Article 4 (including Appendix A), during the term of this Agreement, such negotiations to be governed by the provisions of the Municipal Employee Relations Act (MERA), Conn. Gen. Stat Section 7-467 *et seq.*

### ARTICLE 3 WORKING CONDITIONS

A. Vacancies

1. Employees shall be selected on the basis of his/her training, experience, references and personal interview. In accordance with the American Disabilities Act, the Board reserves the right to require a physical examination of employees at its expense to assure that prospective employees and current employees are capable of performing the essential duties of their assigned position. The Board shall send written notification of bargaining unit position vacancies to the Association President. All appointments shall be subject to a probationary period of one calendar year duration.
2. The Board shall post all bargaining unit position vacancies through the District email conferences and on the district website, with a copy of the posting sent to the Association President. Said postings shall contain a description of the position, the educational requirements for the position as may be required by law and as the Board may otherwise adopt, the wage rate, the hours and the closing date for applications. The Board shall negotiate as may be required by law with the Association over the impact of any special educational requirements it may impose.
3. At the time of appointment, bargaining unit members shall be paid at the appropriate step on the salary schedule as determined by the Board.

B. Transfers

Employee transfers shall be made at the discretion of the Superintendent or his/her Designee based upon the required job qualifications and employee satisfactory past performance as well as a personal interview with the prospective supervisor. Current bargaining unit employees may apply for a transfer at the time of the announcement of vacancies. Transfers shall become effective at such time as the Superintendent determines is in the best interests of the school district, but not later than the start of the next school year.

C. New Hires

Not later than August 24 of each year, the Board shall submit to the Association a list of all of the employees covered by the Agreement. Such list shall show each employee's date of hire and current wage rate.

D. Work Period

1. The work year shall be up to one hundred eighty-eight (188) days (but not less than one hundred and eighty-five (185) days) except as required by student needs as scheduled by the Board. Any extended assignment shall be by mutual agreement or otherwise by reverse seniority. If the school year is reduced or increased by action of the Board, an appropriate pro rata wage adjustment will be made.
2. The workday shall be 7 hours (plus one-half hour unpaid lunch period), except as required by student needs. Any extended assignment shall be by mutual agreement or otherwise by reverse seniority. Starting time, lunch time and closing time shall be established by an appropriate supervisor.

NOTE: This provision shall apply to all members of the bargaining unit, notwithstanding any past practice to the contrary.

E. Jury Duty

Leave for jury duty shall be granted without loss of pay except that any remuneration received by the employee for such jury duty shall be deducted from his/her pay so that in no event can the total amount exceed a regular day's pay. The Board reserves the right to request the employee be excused from jury duty.

F. Personnel Files

No material originating after initial date of employment shall be placed in any aide's personnel file unless the aide has first had an opportunity to review the material. The aide 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 aide believes that material to be placed in his/her file is inappropriate or in error, he/she may seek adjustment through the grievance procedure. If the aide is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material, but in no instance shall a signature be interpreted to mean the aide's agreement with the content of the material.

Any complaint regarding an aide made by any parent, student, or other person shall be called to the attention of the aide by the aide's immediate supervisor if said complaint is to be placed in the aide's personnel file.

G. Automobile Expenses

An aide who uses his/her personal car for authorized school business travel in Westport shall be reimbursed at the current I.R.S. rate.

H. Reduction in Force

In order to effectuate an orderly process for reduction in force should the Board eliminate positions in the bargaining unit, the parties agree on the following:

1. The Board may create and eliminate positions in accordance with its statutory authority.
2. There shall be one seniority list but two categories of paraprofessionals for purposes of reduction in force, regular education paraprofessionals and special education paraprofessionals. Employees shall be assigned to these categories based on their assignment for fifty percent (50%) or more of the time.
3. Within each of these categories, should it be necessary to terminate employee contracts because of reduction in force, the following procedures shall apply:

a. Regular education paraprofessionals:

Should it be necessary to reduce regular education paraprofessionals, the Board shall give primary focus to the seniority list described below and lay off staff in the inverse order of employment as a paraprofessional in the Westport system unless review of evaluation documents and employment history, and/or special training and/or experience establishes cause for deviating from seniority.

b. Special education paraprofessionals:

Should it be necessary to reduce special education paraprofessionals, the Board shall give primary focus to the seniority list described below and lay off staff in the inverse order of employment as a paraprofessional in the Westport system unless special training and experience and/or review of evaluation documents and employment history establishes cause for deviating from seniority. Notwithstanding the foregoing, if a paraprofessional is hired to provide support for a specific student, seniority shall not be considered a factor and such paraprofessional shall not be laid off.

4. Should a paraprofessional be laid off in accordance with this provision, he/she may request in writing to be placed on a recall list for a period of eighteen months, and the paraprofessional shall provide the Board with a home address and email address, which the paraprofessional shall keep current. If a position within the bargaining unit becomes vacant within that period, the most senior paraprofessional on the recall list shall be recalled to fill such vacancy if he/she is qualified for the position by application of the criteria set forth above.
5. Seniority for purposes of this Section H shall be determined as follows. A system-wide list shall be developed and approved by April 1 of each year and made applicable at that time. Seniority shall be based on continuous length of service based upon the original date of commencement of employment as a paraprofessional in the Westport school system, except that where identical dates may exist, then the date of appointment or the date the paraprofessional signed the contract shall be determinative, in that sequence. In the case a conflict still exists, the Board shall determine which paraprofessional shall be laid off.

Service time shall be defined to include not just actual service in the system but also time on sick leave, on maternity leave, and on other authorized leaves of absence from the system. All other interrupted time outside the school system shall be considered non-service time.

#### ARTICLE 4 SALARIES

Employees will be paid in accordance with Appendix A, which is attached hereto and made a part of this Agreement. Employees will have a choice of receiving either 21 or 24 paychecks. Each employee of the bargaining unit who has been employed by the Westport Board of Education as a paraprofessional for more than 94 school days will advance one step annually.

Salary payments shall be made by direct deposit.

#### ARTICLE 5 STIPENDS FOR SPECIALIZED JOB ASSIGNMENTS AND TRAINING

A. Stipends for Specialized Job Assignments

Paraprofessionals who, as part of their normal duties, (1) work with a student(s) requiring consistent, daily and pervasive personal hygiene care outside of what is developmentally appropriate for the student, and/or (2) work with a student(s) needing

at least fifteen (15) hours per week of applied behavioral analysis (ABA) shall receive a five hundred dollar (\$500.00) annual stipend. Effective July 1, 2020, the annual stipend shall be six hundred (\$600.00) dollars. For the purposes of this provision, personal hygiene is defined as toileting, feeding, and/or oral manipulation. The stipend shall be paid once per year that the paraprofessional is required to fulfill these duties. If a paraprofessional is required to fulfill these duties for less than a full school year, the stipend shall be prorated. The stipend shall not be paid for performing such duties on an intermittent, temporary basis due to the absence of a unit member. The Director of Pupil Services shall determine which paraprofessionals are eligible for this stipend.

B. Stipends for ABA Training

The Director of Pupil Services shall determine which paraprofessionals are eligible to receive the training required to work with students requiring ABA, as such training is defined by the Board. Paraprofessionals who successfully complete such training shall receive a two hundred dollar (\$200.00) annual stipend at the end of each school year. However, no paraprofessional trained in ABA who refuses to accept an assignment to a student(s) requiring ABA shall receive a stipend under this provision. The Director of Pupil Services shall determine which paraprofessionals are eligible for this stipend.

ARTICLE 6  
LEAVES OF ABSENCE

A. Sick Leave

All employees who are covered by this Agreement shall be entitled to receive their respective salaries for sick days accrued at one and one-half (1 1/2) days per month not to exceed fifteen (15) days per year, cumulative to one hundred twenty (120) days, for absence due to personal illness. Effective with the 2020-2021 year, sick leave shall be cumulative to one hundred thirty (130) days. Effective with the 2021-2022 year, sick leave shall be cumulative to one hundred forty (140) days. If absence is due to planned medical treatment, the employee shall provide a doctor's note in advance. Additional sick days may be granted at the discretion of the Superintendent.

Notwithstanding the foregoing, if an employee is absent from work for seven or more sick days (excluding absences that are documented by a physician), she/he will be given a written warning that attendance is unsatisfactory.

The Board reserves the right to require submission of medical verification of absence from a physician after seven (7) days of sick leave in a school year (excluding absences that are documented by a physician that the unit member was so

incapacitated by illness that he/she could not report to work) or after prior written warning of potential sick leave abuse. When the Board requires such medical verification of absence, it shall reimburse the unit member for the cost of the co-payment for the doctor visit.

The Board shall give notification to each member of the bargaining unit as to how much accumulated sick leave he/she has as of the end of the preceding fiscal year. The notice shall be sent to the employee's home address between July 1 and September 15 of each year of the contract.

B. Personal Leave

Request for leave shall be approved by the building principal or immediate supervisor, but shall not exceed two (2) days per year. These days will be non-cumulative, but will be added to accumulated sick leave if unused. A personal day, except with the approval of the Superintendent or his/her Designee, cannot fall on the day immediately preceding or following a school holiday or vacation. All employees shall receive their respective salaries for approved personal leave.

1. Such leave shall be used only for pressing personal business which requires the presence of the employee and which may not be conducted with reasonable convenience outside the school day or year. Each application for personal leave shall be submitted to the principal or immediate supervisor describing the need in specific terms.
  - a. The business office pays both the employee and the substitute (if any).
  - b. The leave request will be submitted to the principal in writing and in advance when possible.
  - c. The following is intended as a guide for the interpretation of personal leave.
    1. Personal - property (e.g., emergency repair)
    2. Personal - family (e.g., family problem other than illness)
    3. Personal - schooling (e.g., personal or family graduation)
    4. Legal - (e.g., a house closing)
2. Notwithstanding the foregoing, if a bargaining unit member is absent for seven or more days in a school year (excluding absences that are documented by a

physician that the unit member was so incapacitated by illness that he/she could not report to work), she/he will not be entitled to personal leave for the remainder of that year and for the next year unless such leave is approved by the Superintendent or his/her Designee, which approval shall not be unreasonably withheld.

C. Emergency Leave

In the event of a critical illness of a member of the employee's immediate family, bargaining unit members shall be allowed emergency leave not to exceed two (2) days per year. Critical illness - means illness which the attending physician considers sufficiently serious to require the employee's presence at the bedside. Immediate family - means spouse, children, any member of the same household, parents, parents-in-law, brothers, sisters, grandparents, grandchildren, legal guardians, wards or step-children. In the event of a death in the employee's immediate family, this leave shall be increased to three (3) days per year, inclusive of all forms of emergency leave. In exceptional cases, additional time may be approved by the Superintendent or his/her Designee if recommended by the principal.

D. Maternity Leave

A paraprofessional requiring a leave of absence because of disability resulting from pregnancy shall be granted necessary leave. The employee may use accumulated sick leave for the period of disability. Following the period of disability, or following the birth or adoption of a child, the employee shall be entitled to a leave of absence without pay. All time on maternity leave, including sick leave used for the period of disability, shall be considered part of the leave to which the employee is entitled under the Family and Medical Leave Act.

E. Other Unpaid Leave

A paraprofessional shall be entitled to leave as provided in the Family and Medical Leave Act in accordance with Conn. Gen. Stat. § 31-51rr.

F. Other

The Superintendent or his/her Designee shall act upon requests for unpaid leaves which are of an unusual nature.

G. Injury Leave

Each employee who is injured or disabled in the performance of his/her duties and as a result thereof has been determined to be entitled to workers' compensation payments pursuant to state statute, shall be entitled to injury leave with 80% full pay

(not charged to earned sick leave) less Workers' Compensation from the date of injury until such time as he/she is able to return to duty or reaches the point of maximum recovery, whichever comes first. In no event shall such injury leave exceed one (1) calendar year. If the disability continues for more than one year, such leave will continue with 80% full pay and a proportionate day-for-day charge to sick leave until sick leave is exhausted. If and when sick leave is exhausted, the employee shall only receive the Workers' Compensation payment until his/her employment status is resolved. Nothing herein shall affect rights or benefits under existing Workers' Compensation Law. If such employee is unable to return to duty, he/she shall be eligible for a disability pension, under the Pension Plan, if qualified. The application of this provision shall not affect the calculation of 'final salary' for pension purposes.

## ARTICLE 7 GRIEVANCE PROCEDURE

The purpose of this procedure is to secure an equitable solution to grievances which may arise, with the proceedings to be kept as informal and confidential as may be appropriate at any level of the procedure. A grievance is defined as any dispute regarding the interpretation or application of the terms of this Agreement. Any member of the Association has the right to discuss a grievance or potential grievance informally with the appropriate administrator.

1. Level I - Building Principal or Immediate Supervisor. A member of the Association with a grievance shall first discuss it directly with his/her immediate supervisor or building principal, with the objective of informally resolving the grievance.
  
2. Level II - Superintendent or his/her Designee. In the event the aggrieved member is not satisfied with the disposition of the grievance at Level I, or if no decision has been rendered within five (5) days after the presentation of the grievance to the building principal or immediate supervisor, he/she may file a written grievance with the president of the Association in an effort to resolve it at Level I. If no resolution can be arrived at, then the president or representative will, within five (5) days after receiving such written grievance, refer it to the Director of Human Resources or such other person as the Superintendent may designate.

The Superintendent or his/her Designee shall represent the administration at this level of the grievance procedure. Within five (5) school days after receiving the written grievance, he/she shall meet with the aggrieved member in an effort to resolve it.

If a member of the Association does not file a written grievance with the president of the Association within thirty (30) school days after the member is



aware of the act or condition on which it is based, then the grievance shall be waived.

3. Level III - Superintendent of Schools. If the aggrieved member of the Association is still not satisfied with the disposition of his/her grievance at Level II, or if no decision has been rendered within five (5) school days after his/her joint meeting with the Superintendent or his/her Designee, he/she may file his/her written grievance with the president of the Association indicating his/her dissatisfaction and requesting that it be referred to the Superintendent of Schools for the purpose of resolving the grievance. The Superintendent shall render a decision within ten (10) school days of receipt of the written grievance.
4. Level IV - Board of Education. Should the grievance not be resolved to the satisfaction of the member and the Association at Level III, the member may request that the president of the Association refer the written grievance to the Board. Within five (5) school days a representative of the Board shall meet with the aggrieved member for the purpose of resolving the grievance. The Board's representative shall submit the grievance to the Board if the grievance is not resolved, and within fifteen (15) school days the Board shall arrange and meet with the aggrieved member for the purpose of adjusting or resolving the grievance. The Board shall hear and act upon the grievance and render a decision within five (5) days.
5. Level V - Impartial Arbitration.
  - a. If either the Board or the Union should determine after Level IV that the grievance is an alleged breach of this contract, then either party may within ten (10) days following a Level IV decision apply to the American Arbitration Association for the designation of an arbitrator or arbitration panel pursuant to the then applicable rules of that Association.
  - b. The aggrieved member and one (1) representative from the Association's grievance committee shall be granted leave from duty with full pay to attend meetings called by the Board or Administration at Levels II, III, IV and V of the procedure when such meetings take place during the scheduled working day.
  - c. The arbitrator or arbitration panel shall render a decision in writing to both parties setting forth the findings of fact, reasoning and conclusions only on the issues submitted. Such a decision shall be rendered as promptly as possible. However, the decision of the arbitrator(s) shall be limited strictly to the interpretation and application of the specific provisions of this Agreement which may be in issue and the arbitrator(s) shall be without power or authority to make any decision:

1. contrary to or inconsistent with or modifying, altering, amending or varying in any way any of the terms, conditions or provisions of this Agreement or of applicable law or rules or regulations having the force and effect of law; or
2. involving Board discretion or Board policy not covered by the terms of this Agreement or Board action under all applicable statutes or rules or regulations of the State Board of Education or matters as to which the Board is without authority to act; or
3. limiting or interfering in any way with the powers, duties and responsibilities of the Board under policies not covered by this Agreement, applicable statutes and/or rules and regulations having the force and effect of law.

Decisions of arbitrators rendered in accordance with their jurisdiction and authority hereunder shall be accepted as final and binding and shall be enforceable under applicable statutes.

- d. The costs for the services of the arbitrator(s) shall be borne equally by both parties.
6. Rights of Paraprofessional Employees to Representation. Any member of the Association may be represented by a person of his or her choice in the Association. When a member of the Association is not so represented, the Association shall have the right to be present and to state its views at all stages of the procedure.
7. Rendering of Decision. Decisions rendered at Levels II, III, IV and V of the grievance procedure shall be in writing setting forth the decision and the reasons therefor and shall promptly be transmitted to the parties in interest and to the president of the Association.
8. Separate Filing. All communications dealing with the processing of a grievance shall be filed separately from the personnel file of the participants.
9. Just Cause. No unit member shall be reprimanded in writing, suspended or discharged except for just cause.

## ARTICLE 8 AGENCY FEES

- A. All paraprofessionals employed by the Board **may** join Westport Educational Association of Paraprofessionals, pay a service fee, or do neither. The service fee shall be equal to the proportion of Association dues uniformly required of members to underwrite the cost of collective bargaining, contract administration and grievance adjustment.
- B. Upon receipt of individual written authorizations from each employee who authorizes it to do so, the Board agrees to deduct from such employee's pay an amount equal to the Association annual membership dues or annual service fee by means of payroll deduction in accordance with said authorization. The amount of the deduction from each paycheck shall be equal to the total Association membership dues or total service fee divided by the number of paychecks from and including the first paycheck in September through and including the last paycheck in June. The amount of Association membership dues and service fees shall be certified by the Association to the Board prior to August 1 of each school year. Employees who elect to pay the Association service fee in lieu of membership or full dues payment shall do so by direct payment to the Westport Educational Association of Paraprofessionals, or by submitting a written deduction authorization. Employees who elect to pay dues or the service fee directly to the Association in lieu of payroll deduction may do so.
- C. Those aides whose employment commences after the start of the school year and who elect to pay dues or a service fee may pay a prorated amount equal to the percentage of the remaining school year.
- D. The Board agrees to forward to the Association each month a check for the amount of money deducted during that month.
- E. Westport Educational Association of Paraprofessionals shall hold the Board harmless against any and all claims, demands, liabilities, lawsuits, attorneys' fees or other costs which may arise out of or by reason of actions taken against the Board as a result of the enforcement or administration of this article. The Board reserves the right to be represented by counsel of its choice and the Board shall be reimbursed for its reasonable legal fees. The Association agrees that it will not contest the provisions of this paragraph and further agree that they are valid and enforceable by the Board.

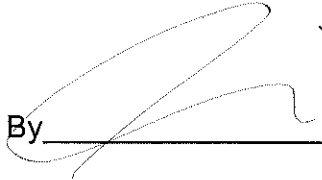
ARTICLE 9  
NO STRIKE

During the term of this Agreement neither the Association, its officers nor any employee shall engage in, or in any way authorize, encourage, instigate, aid or sanction any strike, work stoppage, slowdown, walkout or concerted refusal to work. Violation of this section shall be considered just cause for disciplinary action.

ARTICLE 10  
DURATION

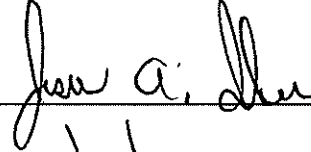
This Agreement shall become effective upon signing and shall remain in effect except as provided in Article 2 until June 30, 2022, provided that salary adjustments shall be retroactive to July 1, 2019 for active employees only.

WESTPORT BOARD  
OF EDUCATION

By  \_\_\_\_\_

Date: 2-10-20

WESTPORT EDUCATIONAL  
ASSOCIATION OF  
PARAPROFESSIONALS

By  \_\_\_\_\_

Date: 2/11/20

APPENDIX A

SALARY SCHEDULE

Step	2019-20	2020-21	2021-22
1	22.13	22.57	23.02
2	22.57	23.02	23.48
3	23.00	23.46	23.93
4	23.48	23.95	24.43
5	23.95	24.43	24.92
6	24.43	24.92	25.42
7	24.92	25.42	25.93
8	25.42	25.93	26.45
9	25.94	26.46	26.99
10	26.55	27.08	27.62
11	27.14	27.68	28.23
12	27.71	28.26	28.83

Employees not yet at maximum shall move one step each year.

The parties agree that Jesse I. McCray and John McFarland shall receive the following off-scale rates: 2019-20: \$28.33; 2020-21: \$28.90; 2021-22: \$29.48.

The above wage rates reflect the following general wage increase applied as follows:

2019-2020: 2.00% GWI (retroactive to July 1, 2019 for active employees only)  
2020-2021: 2.00% GWI  
2021-2022 2.00% GWI

APPENDIX B

DESCRIPTION OF HEALTH BENEFITS

Effective September 1, 2013  
High Deductible Health Plan

Administered by CIGNA

Plan Features	In-Network	Out-of-Network
<b>Deductible</b> (September 1 through August 31st)	\$2,000 Individual \$4,000 Family	Same Deductible as In-Network
<b>Co-insurance Limit</b>	100%	80%
<b>Out-of-Pocket Maximum</b> Cross accumulation between in and out-of-network and prescription drugs. The amount you pay for any services counts towards both your in-network and out-of-network out-of-pocket maximums.	N/A	\$4,000 individual \$8,000 family
<b>Lifetime Maximum</b>	Unlimited	Unlimited
<b>Preventative Care</b>	Paid in full	Paid in full
<b>Prescription Drug</b> Participating Retail Pharmacy	Participating Retail Pharmacy \$10 co-payment – generic \$30 co-payment – preferred brand name \$45 co-payment - non-preferred brand name Maximum 30 day supply or 100 doses, whichever is less Subject to substitution unless DAW	N/A
<b>Mail Order</b>	\$25 co-payment – generic \$75 co-payment – preferred brand name \$112.50 co-payment – non-preferred brand name Maximum 90-day supply Subject to substitution unless DAW	N/A
<b>Prescription Drug Out of Pocket Maximum After Deductible</b>	Drugs at employee expense until deductible of \$2,000 individual, \$4,000 family is satisfied; then copays apply as set forth above up to additional maximum out-of-pocket costs of \$1,000/\$2,000.	N/A

APPENDIX C

**DESCRIPTION OF DENTAL BENEFITS**  
As of July 1, 2007

Administered by Delta Dental

<b>Deductible</b> Per calendar year	\$50 deductible applies to Basic and Major Services Maximum family deductible per calendar year is \$150
<b>Individual Maximum Benefit</b>	Individual maximum benefit paid per calendar year is \$2,500
<b>Covered Charges</b>	If utilizing a Delta Dental participating dentist, the dentist has accepted the reimbursement level. Non-participating dentist outside Delta Dental's network can charge amounts greater than the covered allowance for any procedure and the patient is liable for the balance.
<b>Preventive &amp; Diagnostic (Type A Services)</b> Exams, Cleanings, Bitewing X-Rays (2 per calendar year per person); Fluoride Treatment (for children to age 9)	100% reimbursement of usual, customary and reasonable charges Not subject to deductible
<b>Remaining Basic (Type B Services)</b> Fillings, Extractions & Root Canals (Endodontics); Periodontal & Oral Surgery; Sealants (to age 16)	80% reimbursement of usual, customary and reasonable charges Subject to deductible
<b>Crowns &amp; Prosthodontics (Type C Services)</b> Crowns & Gold Restorations; Repair of Dentures & Removable Prosthodontics; Bridgework, Full & Partial Dentures	50% reimbursement of usual, customary and reasonable charges Subject to deductible
<b>Orthodontia (Adults &amp; Dependent Children)</b> Coinsurance Lifetime Maximum	50% \$2,000

Dependent children are covered to age 25 if enrolled as a full time student in an accredited school or university or living at home with parents and primarily financially dependent upon the employee for support.

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (hereinafter "MOU") is made by and between the Westport Board of Education (the "Board") and the Westport Educational Association of Paraprofessionals (the "Association"), both of which are sometimes hereinafter referred to as "the parties".

WHEREAS, the Board and the Association are parties to a collective bargaining agreement covering the period July 1, 2019 to June 30, 2022 (the "Agreement"); and

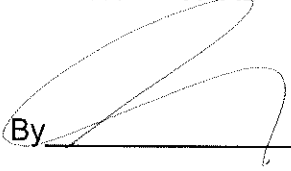
WHEREAS, Appendix A of the Agreement sets forth a Salary Schedule for the period covered by the Agreement; and

WHEREAS, Appendix A of the Agreement sets forth the parties' agreement that Grade Level Assistants Jesse I. McCray and John McFarland receive certain off-scale rates.

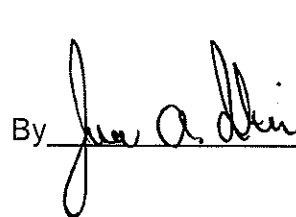
NOW THEREFORE, the parties agree as follows:

1. The paraprofessionals assigned to support the office work of the Department Chairs and/or Curriculum Coordinators at Staples High School shall receive the same off-scale rates as the Grade Level Assistants identified in Appendix A of Agreement, provided that the rates of any such employee who holds a position that is less than full-time shall be prorated based on the employee's regular job assignment hours. Such off-scale rates are as follows: 2019-20: \$28.33; 2020-21: \$28.90; 2021-22: \$29.48.
2. Notwithstanding the foregoing, the parties shall continue discussion over a comprehensive long-term solution regarding the appropriate bargaining unit placement and/or rate of pay for Grade Level Assistants.

FOR THE BOARD

By  \_\_\_\_\_  
Date 2-10-20

FOR THE ASSOCIATION

By  \_\_\_\_\_  
Date 2/11/20