

COLLECTIVE BARGAINING AGREEMENT
EAST HAMPTON BOARD OF EDUCATION
AND
EAST HAMPTON INTERVENTIONISTS
MUNICIPAL EMPLOYEES UNION "Independent"

July 1, 2022 – July 1, 2025

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PREAMBLE

This Agreement is entered into by and between the Board of Education of the Town of East Hampton (hereinafter referred to as "the Board") and the Municipal Employees Union Independent, Inc. (hereinafter referred to as "the Union").

ARTICLE I RECOGNITION

Section One. The Board recognizes the Union as the exclusive collective bargaining agent for all full-time interventionists who are regularly scheduled to work thirty-five (35) or more hours per week during the regular student school year and twenty (20) or more hours per week during the summer extended school year, excluding Board Certified Behavior Analysts, Board Certified Assistant Behavior Analysts, Interventionists, Tutors and ELL Reading Instructors.

Section Two. The Board agrees to inform the Union about the creation of new jobs that might be appropriately classed in the bargaining unit.

Section Three. The Union shall furnish the Board with a list of its officers, executive committee members and stewards, and, as soon as possible, notify the Board in writing of any changes therein. Such notification shall be sent to the Superintendent. No officer, executive committee member or steward shall be recognized by the Board until such written notification of his/her appointment shall be received by the Board from a duly authorized officer of the Union.

ARTICLE II UNION SECURITY AND RIGHTS

Section One. During the terms of this contract or extension thereof, all employees in the Collective Bargaining Unit may elect to become or remain members of the Union. The Board shall provide the Union with electronic notification of the name, job title, home or cell phone numbers, home address, and personal and work e-mail addresses of any newly hired employee within seven (7) days of the date of hire.

Section Two. The Board agrees to deduct from the pay of its bargaining unit members such membership dues, as may be fixed by the Union. Such deductions shall continue for the duration of the Agreement or any extension thereof. Employees may express authorization for payroll deduction of membership dues and/or COPE contributions by submitting to the Union a written membership form, or by any other means of indicating agreement allowable under state and federal law. The Union will submit to the Board a list of members who have authorized payroll deduction and shall provide the Board with verification that payroll deduction and/or COPE contributions have been authorized by the employee only in the event a question arises about an employee's membership status. An employee who is paying dues may withdraw from membership in the Union and stop making those payments by giving written notice to the Union and the Board which notice must be received or postmarked during the period not less than thirty (30) and not more than forty-five (45) days before the annual anniversary date of the employee's authorization or the date of termination of the applicable contract between the Board and the Union, whichever occurs sooner. The Board will honor employee checkoff authorizations unless

they are revoked in writing during the window period, regardless of whether the employee is a member of the Union

Section Three. The Union shall supply to the Board written notice at least thirty (30) days prior to the effective date of any change in the rate of dues. In addition the Union shall furnish the Board with a statement signed by the employee authorizing the Board to make dues deduction(s).

Section Four. The deduction of Union dues for any month shall be made on a biweekly basis during the applicable month and shall be remitted to the Financial Officer of the Union not later than the third Thursday of the following month. The monthly dues and/or fee remittances to the Union will be accompanied by the list of names of employees from whose wages dues deductions have been made.

Section Five. No dues or fees will be deducted from an employee on sick leave who has exhausted accumulated sick leave or while collecting Workers' Compensation.

Section Six. The Board agrees to provide space on a bulletin board in each building under its supervision in which members of the bargaining unit work for the exclusive use of the Union. The bulletin board space shall be for information only and not for derogatory purposes. Statements to be posted must be approved by the Superintendent or his/her designee in advance.

Section Seven. Union representatives and stewards shall be permitted to enter any of the schools and remain on the premises, with prior approval of the building principal for the limited purpose of discussion, processing, or investigating grievances or fulfilling the Union's role as bargaining agent, so long as school operations, including the flow of work within the building are not disrupted.

Any steward shall be released from his/her work assignment to fulfill the duties above upon permission from his/her supervisor. When contacting an employee, the steward shall first report to and obtain permission to see the employee from the employee's supervisor.

Section Eight. The Board shall post an electronic copy of the contract on its website within thirty (30) days after the signing of this Agreement.

Section Nine. New employees shall be provided with an electronic or paper copy of this Agreement upon hire.

Section Ten. The Board will provide the MEUI office with one (1) signed contract after the signing of the Agreement.

Section Eleven. The Union agrees to indemnify and to hold and save the Board harmless against any and all claims, damages, suits, judgments or other forms of liability, including attorney fees, that shall or may arise out of or by reason of any action taken by the Board for the purpose of complying with the provisions of this Article.

ARTICLE III HOURS OF WORK AND OVERTIME

Section One. The work schedule for interventionists for each school shall be determined by the Director of Special Education & Pupil Personnel Services or the Superintendent or his or her designee. The normal work schedule for full-time interventionists shall be seven (7) hours per day, thirty-five hours per week during the regular student school year and four (4) hours per day, twenty (20) hours per week during summer school.

Section Two. Interventionists shall be entitled to an uninterrupted, one half (1/2) hour duty-free lunch and one (1) fifteen (15) minute break per day as scheduled by their immediate supervisor. If interventionists are required, due to emergency circumstances, to work during their lunch period, they shall be compensated for their lunch time.

Section Three. Employees who have an on-going outside employment commitment for after school hours, may apply to the Superintendent for written authorization to take time off without pay on days when early dismissal for students is scheduled on the school calendar. Such application must be made to the Superintendent in writing at the beginning of each school year, or when appointment to such outside employment is made after the school year begins.

Section Four. Employees shall be notified of schedule changes or changes in work location at least four (4) weeks in advance when possible. The Union shall be notified of all schedule changes and the reason(s) therefore. Interventionists shall be provided necessary student materials as well as behavior and management plan guidelines prior to starting any new assignment.

Section Five. When a paid holiday, as defined in this Agreement, falls during the workweek, it shall be included as hours worked in determining overtime.

Section Six.

Overtime.

- a. Time and one-half shall be paid for:
 1. All work performed in excess of forty (40) hours per week;
 2. All work performed on Saturdays.
- b. Straight time will be paid up to and including forty (40) hours per week.
- c. Double time shall be paid for work on Sundays and holidays.
- d. Work above and beyond the normal work schedule shall be distributed as equally as possible within each school, provided the employees have the competency to perform the tasks.

Section Seven. Interventionists shall be paid for all time worked.

Section Eight. It is recognized by the Union and the Board that in a continuing effort to provide quality service to students, interventionists require an adequate amount of time devoted to preparation. If an employee feels additional preparation time is needed, they may discuss the matter with his/her immediate supervisor who in turn shall clear it with the Director of Special Education & Pupil Personnel Services. Requests by interventionists for preparation time shall be granted when possible.

Section Nine. Interventionists supervision of students during after-school, extracurricular activities shall be strictly voluntary.

Section Ten. Interventionists shall be informed in writing by June 30 of each year as to their tentative building and job assignment if either is changed from the prior year. Confirmation of changes in the above, if any, will be provided by the building principal or Director of Special Education & Pupil Personnel Services or the Superintendent or his or her designee one week prior to the opening of school.

Section Eleven. New hires will be provided with a salary notification form including building and job assignment within two (2) weeks of hire.

ARTICLE IV PRIOR RIGHTS AND BENEFITS

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

Section Two. Any item not covered in this Agreement may be covered by existing policies, rules or regulations of the Board, or by modification of existing policies, rules or regulations or adoption of new policies, rules or regulations.

Section Three. All past practices, procedures and customs not specifically incorporated in or protected by this Agreement are hereby rendered null and void.

Section Four. Rights of the Board. It is recognized that the Board has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the public schools in the Town of East Hampton in all its aspects, including, but not limited to, the following:

To maintain public elementary and secondary schools and such other educational activities as in its judgment will best serve the interests of the Town of East Hampton; to decide the need for school facilities; to determine the care, maintenance and operation of buildings, land, apparatus and other property used for school purposes; 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 decide the methods, procedures and means of conducting the 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 requirements of the Board of Education, 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; to

promote, transfer and lay off any employee; to prepare and submit budgets to the Town and to allocate monies appropriated by the Town for the maintenance of the schools, and to make such transfers or funds within the appropriated budget as it shall deem desirable. These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in violation of any of the specific terms and provisions of this Agreement.

Section Five. Nothing in this Agreement shall prohibit the Board from hiring or utilizing non-bargaining-unit, part-time interventionists and non-certified special education paraeducators, so long as multiple part-time employees are not being utilized in lieu of the Board hiring full-time interventionists, and so long as the number of employees does not grow sufficiently large as to be detrimental to this bargaining-unit.

ARTICLE V SENIORITY

Section One. Seniority shall be defined as status for specific purposes based on an employee's uninterrupted full-time service with the Board, from date of last hire, including all authorized paid or unpaid leave, provided the employee returns to work immediately at the conclusion of such leave, except for purposes of layoff and recall. Those employees whose hours have been involuntarily reduced will continue to accrue seniority up to two (2) years. If full-time status is resumed after a period of two (2) years from when hours were first reduced, the seniority will be added to prior accrued seniority from the date of resumption of full-time status. An employee who resigns loses all seniority.

Section Two. The Board shall prepare a list of all employees covered by this Agreement showing their seniority in the length of service and deliver the same to the Union office via e-mail by October 1 of each year.

Section Three. Seniority will not be broken by an authorized unpaid leave, but seniority will not accrue during an unpaid leave. Seniority will continue to accrue while an employee is receiving Workers' Compensation benefits. Seniority will accrue during a period of layoff provided the employee returns to work within two (2) years.

Section Four. For employees covered by the Agreement, all bargaining unit work time within the school system shall be prorated and added to an employee's overall seniority, provided the work time has been continuous.

Section Five. The Union Steward who has been employed for at least four (4) months shall be deemed to have highest seniority for purpose of selections for layoff.

**ARTICLE VI
PROBATIONARY PERIOD**

Section One. All newly hired employees shall serve a ninety (90) days-worked probationary period. During such probationary period, newly hired employees may be discharged without recourse to the grievance procedure.

Section Two. Seniority shall accrue from the date of hire if the probationary period is successfully completed.

**ARTICLE VII
VACANCY**

Section One. Job vacancy is defined as an opening created by death, retirement, resignation, dismissal or new position listed in the salary schedule.

Section Two. The matter of filling job vacancies covered by the Agreement shall be solely within the control of the school administration in accordance with the terms of this section.

Section Three. All job openings covered by this Agreement shall be posted in each school and at the office of the Board of Education for at least five (5) working days, and the Union will be notified of the vacancy via e-mail.

Section Four. Employees desiring to apply for a vacancy shall file an application online or as directed by the notice and within the posted time limit.

Section Five. In filling vacancies considerations shall be given first to the present staff on the basis of seniority and/or transfer requests provided, however, the most qualified applicant, as determined by the Superintendent, either from within or outside the bargaining unit, shall be appointed to the vacancy.

- a. If an employee is hired from the outside work force, the Board will notify the Union via e-mail at the time of the appointment of the new employee.

Section Six. In the event that a vacancy is to be filled, such vacancy shall be filled, if possible, within sixty (60) calendar days.

**ARTICLE VIII
LAYOFF, RECALL, REDUCTION OF HOURS, TRANSFER**

Section One. Budget cuts affecting the Interventionists shall be discussed with the Union, and both the Interventionists and the Union shall be notified no later than August 1.

Section Two. Whenever a workforce reduction or a reduction of hours is required, the reduction shall be made in the following manner: bargaining unit employees shall be the last group laid off or have hours reduced, in inverse order of seniority, provided all qualifications as called for in the job description are substantially equal.

Section Three. In the event of a layoff or reduction of work hours, the employee affected shall be allowed to bump the least senior employee provided the replacing employee:

- a. has more overall seniority than the employee he/she replaced; and
- b. is capable of performing his/her duties in the reasonable judgment of the Superintendent.

Section Four. A laid off individual's name shall be placed on a recall list for a period of two (2) years subject to recall in order of seniority (from highest to lowest). The laid off individual shall have the right to be recalled to a bargaining-unit position should such a position become vacant. The choice of employees to be rehired shall be based upon seniority, provided the employee can, in the judgment of the Superintendent of Schools, satisfactorily perform the work available. Seniority will accrue during a period of layoff provided the employee returns to work within two (2) years.

No person shall be newly employed to a position within the bargaining-unit until all persons on the recall list have been notified by certified mail sent to the individual's last known address and such individual either is offered employment or declines such reemployment offer. It shall be the laid off individual's responsibility to notify the Superintendent of Schools of his/her current address.

An individual who declines an offer of reemployment shall forfeit recall rights. Failure to respond in writing to a notice of an opening within ten (10) working days after the mailing thereof shall be deemed to be a refusal to accept reemployment.

Returning individuals must return to work within thirty (30) calendar days from the date of the mailing of the notification. The failure to return to work within this thirty (30) day period shall be deemed a refusal to accept employment.

Section Five. Involuntary transfer of personnel between buildings and/or work shifts may be initiated by the Superintendent of Schools or his/her designee. When it becomes necessary to fill a vacant position through transfer of existing employees, such transfer shall first be offered to those employees who have a transfer request on file for at least thirty (30) days. In the event there are no employees who have a transfer request on file, such transfer shall then be accomplished by requesting volunteers. During the school year when a volunteer is unavailable part-time staff shall be transferred from a school before full-time staff. In making personnel transfers the needs and interests of the affected parties will be given consideration but the overall welfare of the school system and the needs of students will be considered paramount.

ARTICLE IX PERSONNEL RECORDS

Section One. An employee covered hereunder shall, upon his/her request, be permitted to examine and copy any and all materials in his/her personnel file during regular business hours and with reasonable notice. The Union may have access to any employee's records upon presentation of written authorization by the said employee.

Section Two. No new material derogatory to an employee hereunder shall be placed in his/her personnel file unless he/she has been provided an opportunity to review and sign the document (indicating receipt of such material) and has received a copy of such material. An employee or the Union may avail himself/herself/itself of the opportunity to explain or rebut materials submitted in his/her file. If a determination by the Superintendent is made in an employee's favor, the questioned material shall be expunged from the file.

Section Three. An employee retains the right to grieve up to and including (but no further than) the Superintendent level, any material in his/her personnel file. If a determination by the Administration is made in the employee's favor, the questioned material shall be expunged from the file.

ARTICLE X LEAVE PROVISIONS

Section One. Interventionists shall accrue up to fifteen (15) days of sick leave at the commencement of each school year with a maximum accrual of one hundred forty (140) days. Each employee shall have access to information regarding his/her accumulated sick leave.

Sick leave may be used in the following cases:

- a. personal illness;
- b. enforced quarantine of the employee in accordance with community health regulations;
- c. Illness in the Immediate Family (Up to five (5) days of accumulated sick leave may be used to care for a member of the immediate family who is ill. The immediate family shall be defined to include parents, grandparents, spouse, child, siblings, spouse's parents, legal guardians and any other relatives living in the employee's household.)
- d. dental or medical appointments with the prior written approval of the supervisor. No more than five appointments per year will be covered under this provision. No sick leave shall be charged if such appointments are of two (2) hours duration or less at the end or beginning of the workday. A full day of sick leave shall be charged if such absence is in excess of two (2) hours.

A doctor's certificate showing dates of illness or incapacity will be mandatory after five (5) consecutive working days of absence.

Section Two. Other Personal Absence. A total of five (5) personal days per year will be granted for each employee. Prior approval for use of personal days must be obtained except in case of an emergency. Personal days may be used in increments of two hours at the beginning or end of the day or full or half days. Personal days shall be granted for business which cannot be transacted outside of school hours and is necessary to be performed on a weekday. This includes, but is not limited to: Bereavement-immediate family, relative or close friends, funeral attendance, legal obligation-full explanation required, marriage-self, wedding attendance, graduation exercises,

observance of a religious holiday, birth or adoption of child, emergency situation-full explanation required, financial business-full explanation required, family responsibility- full explanation required specifically excludes family trips, reunions, days at children's school, etc. Personal days do not accrue.

Section Three. Military Leave. Military leave shall be granted in accordance with Connecticut State Statute. The time spent at such military leave will continue to count as uninterrupted service, and the Board shall continue paying benefits to the employee on military leave including retirement.

Reserve training not to exceed three (3) weeks per year, as defined in Connecticut State Statutes, shall not result in a loss of pay. The Board of Education will make up the difference between pay received from the military and the interventionist's regular pay.

Section Four. Jury Duty. Employees shall be entitled to full pay at their base rate for absence because of jury duty, less the fee paid with respect to such jury duty. In order to be eligible for full pay, an employee who is dismissed from jury duty before 12:00 PM shall return to work. Employees are encouraged to exercise their option to initially postpone jury duty to summer non-school months.

Section Five. Leave of Absence. Prior to the exhaustion of sick leave, an employee may request in writing an unpaid leave of absence with position held with the approval of the Board. An employee may also request a leave of absence for other reasons in writing with position held subject to the Board's approval. The Board may also grant an unpaid leave with position not held. Upon written request by an employee for continuation of paid insurance coverage, the Board will consider and act upon such request dependent upon the reasons given for the request for leave of absence.

Section Six. Upon the voluntary termination of employment, retirement or death of any employee who has completed ten (10) continuous years with the Board, he/she or the legal representative of his/her estate, shall be compensated at the employee's applicable wage rate for twenty-five (25%) percent of the total accrued and unused sick leave, not to exceed 130 days.

Section Seven. Workers' Compensation. Workers' Compensation leave, as distinguished from sick leave, shall mean leave given to an employee due to absence from duty caused by an accident or injury that occurred while the employee was engaged in the performance of his/her duties.

The Board covers all employees with Workers' Compensation insurance which pays an eligible employee a percentage of his/her earnings during the period of absence.

The difference between his/her Workers' Compensation and his/her current straight-time wages shall be provided by the Board for a total period not to exceed ninety (90) days. Said amount shall be payable at the time benefits are paid by the compensation carrier and in accordance with the procedures, rules and regulations of the Board and carrier.

In exceptional cases, the Board may grant additional injury leave beyond the original ninety (90) days upon request of the employee and analysis of the individual case. If the Board refuses to grant additional injury leave beyond the original ninety (90) days, an employee may elect to use a portion of sick leave.

An employee may request the use of his/her sick leave or personal leave while awaiting Workers' Compensation payments. When the Compensation check is paid, it will be sent to the Superintendent or his or her designee which will audit the time and make the necessary adjustments.

Section Eight. Seniority will continue to accrue while an employee is receiving paid leave and will not be broken if an employee returns to his/her job within eight (8) weeks of authorized unpaid leave. Seniority will be interrupted during further periods of authorized unpaid leave and will resume upon return to work if within the authorized leave period.

Section Nine. Pregnancy Disability Leave. Employees shall be granted pregnancy disability leave in accordance with the law. An employee will continue to accrue earned time while she is on a paid disability leave. If the employee is unable to report back to her job at the end of a pregnancy disability leave, she may request a leave of absence for up to six (6) months with the job held or a comparable position.

ARTICLE XI HOLIDAYS

Section One. The following days shall be designated as paid holidays:

Presidents' Day	Labor Day
Memorial Day	Columbus Day
Martin Luther King Day	Veterans' Day
Good Friday	Thanksgiving Day
Day after Thanksgiving	Christmas Day

The interventionist will also be paid for a full day on the last school day prior to the Thanksgiving and Christmas holidays.

If school is scheduled to be in session on any designated holidays, interventionists will receive a floating holiday in lieu of the holiday, the scheduling of which is subject to approval of the interventionist's supervisor.

Section Two. The school calendar shall be used to determine the day on which holidays in Section One are observed.

Section Three. Any employee required to work on a day designated by the Governor of the State of Connecticut or the President of the United States as a state or National Day of Mourning, if school is in session, shall be allowed a substitute day off with compensation on a date mutually acceptable to the employee and the Board.

Section Four. Holidays falling on a Saturday shall be observed on the Friday preceding the Saturday if the schools are closed on that Friday.

Section Five. Whenever any of these holidays shall occur while an employee is out on sick leave, the employee shall be paid for the holiday at his/her earned rate, and his/her sick leave shall not be charged for that holiday.

Section Six. Any employee required to work on the day of observance of a paid holiday, when school is in session shall be granted applicable overtime pay.

ARTICLE XII GRIEVANCE PROCEDURE

Section One.

Purpose. The purpose of this procedure is to secure at the lowest possible administrative level solutions to grievances.

Section Two.

Definitions.

- a. A grievance shall mean a complaint by a bargaining unit member, a group of bargaining unit members or the Union that his/her/its rights under the specific language of this Agreement have been violated, or that as to him/her/them, there is a misinterpretation or misapplication of the specific provisions of this Agreement.
- b. Grievant shall mean any member of the bargaining unit or a group of bargaining unit members or the Union similarly affected by a grievance seeking recourse under the terms of this Article.
- c. Days shall mean days when school is in session, except during summer recess when days shall be business days.

Section Three.

Time Limits.

- a. If a grievance is not filed in writing at Level One within twenty (20) working days after the grievant knew or should have known of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived.
- b. The time limits specified within this Article, except for the initial filing, may be extended by mutual agreement of the Union and Board or its designee, provided that if a grievance is not submitted to a higher step in the above procedure, it shall be deemed settled on the basis of the answer in the last step considered.

- c. Failure by any administrator or the Board of Education to render his/her decision within the specified time limits shall be deemed to be a denial of the grievance and the grievance shall proceed to the next level.

Section Four.

Level One School Principal/Immediate Supervisor.

- a. If any employee feels that he/she may have a grievance, he/she and/or his/her Union steward or union representative may first discuss the matter with his/her principal or other appropriate administrator in an effort to resolve the problem informally.
- b. If the employee is still not satisfied with the disposition of the matter, he/she shall reduce the grievance to writing and submit it to the principal or other appropriate administrator. The principal shall, within seven (7) days of that filing of the grievance in writing, give a written answer, with a copy to the Union.

Section Five.

Level Two Superintendent of Schools/Designee.

- a. If the grievant is not satisfied with the disposition of his/her grievance at Level One, he/she may, within five (5) days after receipt of the decision, file his/her written grievance with the Superintendent of Schools or his/her designee.
- b. The Superintendent or his/her designee shall, within fourteen (14) days after receipt of the referral, meet with the grievant and a representative of the Union for the purpose of resolving the grievance, and render his/her decision and the reasons therefore in writing to the grievant, with a copy to the Union.

Section Six.

Level Three Board of Education.

- a. If the grievant is not satisfied with the disposition of his/her grievance at Level Two, he/she may, within seven (7) days after the decision, submit the grievance to the Board of Education.
- b. The Board of Education or a committee of the Board shall hold a meeting within thirty (30) days after receipt of the grievance, at which time it shall meet with the grievant and with representatives of the Union for the purpose of resolving the grievance.
- c. The Board or Board committee shall, within ten (10) days after such meeting, render its decision and reasons therefore in writing to the grievant, with a copy to the Union.

Section Seven.

Level Four Arbitration.

- a. If the grievance is not resolved to the Union's satisfaction at Level Three, the Union may, at its option, submit the grievance to arbitration within fourteen (14) days of receiving the Level Three answer. The submission of the grievance shall state the provisions of the contract allegedly violated and the remedy sought. Grievances shall be submitted to the Connecticut Board of Mediation and Arbitration (SBMA) except for discharge and suspension cases, which shall be submitted to the American Arbitration Association (AAA).
- b. The arbitrator shall have no power to add to, subtract from, alter or modify this Agreement. The arbitrator shall render his/her decision in writing in accordance with AAA or SBMA rules. The decision of the arbitrator shall be final and binding.
- c. The cost of arbitration will be borne equally by the parties.
- d. The arbitrator will hear only one grievance at a time. This provision will not prevent the arbitrator from hearing a Union or class action grievance; neither will it prevent discussion of the arbitrability and the merits of the grievance at the same hearing.

Section Eight.

In the case of grievances brought over a bargaining member's dismissal, suspension, demotion, or on behalf of the entire bargaining unit, the grievance shall be submitted directly to Level Two.

**ARTICLE XIII
INSURANCE AND BENEFITS**

Section One. Eligible employees as defined in the Agreement who are regularly scheduled to work thirty-five (35) hours or more during the regular student school year and twenty (20) hours or more during the summer extended school year shall be entitled to participate in the insurance plans provided by the Board of Education as set forth in this Article.

Section Two. During the term of the Agreement the Board may offer any additional health insurance plans with Board determined plan design and premium cost shares. If the Board's additional plan offering is due to the obligations of the Affordable Care Act the Board agrees to negotiate the impact of such additional plan(s) prior to implementation.

Section Three. Employees shall receive life insurance with accidental death and dismemberment benefits totaling to the nearest \$500 of each employee's wage at the Board's expense. Upon retirement, an employee may elect to participate in a life insurance program if permitted to do so by the existing life insurance agency. Retirees will assume the full cost of such coverage.

Section Four. Notwithstanding the foregoing, for budgetary purposes, the Board has discretion to change insurance carriers, managed care providers or health care administrators at any time, provided there is no decrease in the level of benefits relative to what an employee would be eligible for under a High Deductible Health Plan with a Health Savings Account (HDHP/HSA) plan featuring \$2,000/\$4,000 deductibles and 0% coinsurance thereafter for in-network and 20%

coinsurance thereafter for out-of-network to a maximum of \$3,000 for individual and \$6,000 two-person/family coverage in-network and \$6,000/\$12,000 out-of-network and prescription co-pays after the deductible is met, with 50% Board deductible co-funding and 11% employee premium cost share. The Board will make efforts to consult with the union when changing carriers. The Board will arrange for information sessions with the employees covered by such insurance in order to provide for the smooth transition in the practices and procedural changes that may occur because of the change to new insurance carriers.

Section Five. Interventionists who are hired on or after July 1, 2018 shall only be eligible to enroll in Board-offered single health and dental insurance in accordance with the premium cost share percentages and deductible co-funding rates set forth below. Such interventionists may elect to purchase two person/family coverage at one hundred percent (100%) cost of the Board's group rates minus the cost of single coverage at the applicable premium cost share below, as it may be permitted by the Board's insurance carrier.

Section Six. Interventionists may be eligible to participate in the Town of East Hampton's Money Purchase Plan & Trust retirement plan (the "Plan"), which became effective January 1, 2013 and which may be amended from time to time. Interventionists shall receive Plan information upon hire. Interventionists shall not be eligible for participation in any other pension or retirement plan. This provision of the Agreement is included for informational purposes only and this benefit is not subject to the grievance procedure.

Section Seven. Subject to law, including the rules and regulations of the Internal Revenue Services, the Board shall maintain a "Section 125" salary reduction agreement which shall be designed to permit exclusion from taxable income of the employee's share of health insurance premiums.

Section Eight. The Board shall offer health and dental insurance benefits through the Connecticut State Partnership Plan 2.0 ("SP2.0"). The administration of the SP2.0, including open enrollment, beneficiary eligibility and changes, and other administration provisions shall be as established by the SP2.0.

Section Nine. The premium cost share percentages for medical and Rx benefits and associated administrative fees under the SP2.0 shall be as follows:

- Effective July 1, 2022, eligible interventionists shall pay 19% of the premium cost share for medical and Rx coverage.
- Effective July 1, 2023, eligible interventionists shall pay 19.5% of the premium cost share for medical and Rx coverage.
- Effective July 1, 2024, eligible interventionists shall pay 20.5% of the premium cost share for medical and Rx coverage.

Section Ten. Effective July 1, 2022, eligible employees shall pay 13% of the premium cost share for dental coverage and associated administrative fees under the SP2.0. The SP2.0 Plan 5 shall be offered.

Section Eleven. Premium rates for single, employee + one and family coverage will be established by the State of Connecticut for the relevant periods, and shall be inclusive of medical, Rx, dental and all administrative fees.

Section Twelve. SP2.0 design and co-payments shall be as specified in the attached medical, Rx and dental benefit summary documents, attached hereto as Appendix B.

Section Thirteen. The SP2.0 Cigna Vision Rider (lenses and frames) will be offered. However, medical based vision issues and checkups are provided through SP2.0. Premium cost-sharing percentages for vision coverage will be at the same percentage rates as premium cost-sharing for medical and Rx coverage as set-forth above.

Section Fourteen. The Board shall retain its rights under Section Four of this Article to change insurance carriers (including a change in third-party administrators) in whole or in part, provided there is no decrease in the level of existing benefits as compared with the HDHP/HSA plan offering set forth therein. Such HDHP/HSA plan shall be the baseline for determining whether there is a decrease in the level of existing benefits. The Board will not be required to use SP2.0 as such baseline.

Section Fifteen. In the event SP2.0 is amended by the State, such amendments shall be in full force and effect for the term of the collective bargaining agreement, without the necessity of any action by either the Board or the Union, but shall not limit or curtail the Board's rights to leave SP2.0 for an equal or better plan as set forth above in Section Four of this Article.

Section Sixteen. The SP2.0 contains a Health Enhancement Plan ("HEP") component. All employees participating in the SP2.0 will be required to join the HEP and will be subject to its terms and provisions. Details of the HEP are addressed in the HEP program description as set forth in Appendix B.

Section Seventeen. Participation in the SP2.0 and the HEP are conditioned upon the employee completing and submitting necessary enrollment forms (written or electronic as determined by the administrator) during the specified enrollment period, and also signing an authorization for the deductions of premium cost shares through payroll deductions.

Section Eighteen. In the event SP2.0 Plan administrators impose HEP non-participation or non-compliance premium cost share increases or deductibles (including individual and family deductibles), those sums shall be paid in their entirety by the non-participating or non-compliant employee. No portion or percentage of such premium cost increase or deductible shall be paid by the Board. Non-HEP compliant premium cost increases shall be implemented through payroll deduction, and non-HEP compliant annual deductibles shall be implemented through claims administration. Notwithstanding the above, any amendments to the terms of the HEP shall be applicable to employees participating in the SP2.0.

Section Nineteen. If the total cost of the SP2.0 plan offered pursuant to this agreement triggers an excise tax under the Patient Protection and Affordable Care Act (Internal Revenue Code Section 4980I), or any local, state or federal statute or regulation, or the Board reasonably anticipates that such a tax will apply for a future coverage period, the Board shall have discretion

to reopen negotiations with respect to health insurance plan design and funding, premium cost share and/or introduction of an additional optional or alternative health insurance plan.

Section Twenty. Interventionists hired on or before January 1, 2018 may elect not to participate in the insurance benefits set forth above and instead receive an annual payment in the amount of \$1,100. Such election must be made during the month of May of each year. Payment for an employee waiving insurance coverage shall be in July of each year in a one (1) lump sum payment for the previous year. Once an election has been exercised it cannot be changed until the following year. If a life changing event as defined by COBRA does occur and the employee elects to participate in the insurance benefits starting the 1st of the next month from the date the employer is notified, then the employee needs to repay the waiver in full before the date that coverage is to start.

ARTICLE XIV SCHOOL FACILITIES

Upon request through the principal, the Union will have the right to use school buildings at reasonable times at no cost.

ARTICLE XV DISCIPLINARY ACTION

Section One. All disciplinary actions shall be applied in a fair manner and shall not be inconsistent with the infraction for which discipline is being applied.

Section Two. The supervisor shall confer with the interventionist if he/she feels the interventionist has not met acceptable standards for performance and/or conduct in the course of his/her employment. Progressive disciplinary procedures will be followed if performance or conduct is not improved within a reasonable amount of time. Such discipline may include verbal warnings, written warnings, suspension or discharge. Notwithstanding the foregoing, the progressive discipline procedure may be by-passed when warranted by serious performance deficiency or misconduct.

Section Three. All suspensions and discharges must be stated in writing with a reason(s) given and a copy given to the employee at the time of such suspension or discharge. The Union will be notified by certified mail as soon as possible.

Section Four. No employees shall be discharged without just cause.

Section Five. An employee who is being interviewed concerning an incident which may subject him/her to disciplinary action may have a Union steward or other Union representative present. If the employee decides during an interview he/she needs a representative, the meeting will come to a close until the Union representative can be present.

Section Six. Whenever it becomes necessary to discipline an employee and apprise the employee of his/her shortcomings, the supervisor vested with that responsibility shall undertake such talks in a manner that will not cause embarrassment to the employee.

Section Seven. All disciplinary actions may be appealed through the established grievance procedure.

ARTICLE XVI UNION CONVENTION

Section One. The Board shall, upon reasonable advance notice, permit one (1) employee, whom the Union designates, to attend one (1) convention each year without loss of pay or benefits.

ARTICLE XVII SAVINGS CLAUSE

Section One. If any section, sentence, clause or phrase of this Agreement shall be held for any reason to be inoperative, void or invalid, the validity of the remaining portions of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement that no portion hereof or provision herein shall become inoperative or fail by reason of the invalidity of any other portion or provision, and the parties do hereby declare that it would have severally approved of and adopted the provisions contained herein, separately and apart from the other. The parties agree to immediately negotiate a substitute for the invalidated article, section, sentence, clause or phrase.

ARTICLE XVIII WAGES

Section One. The yearly wage schedule for interventionists is set forth in Appendix A.

Section Two. Newly hired employees may be placed at an appropriate step, relative to but no higher than the placement of current bargaining unit members with the same number of years of professional service, as determined by the Superintendent.

Section Three. When an interventionist is required to cover a class without the supervision of, and in the absence of the teacher, he/she will be entitled to a \$6.00 per hour differential over his or her normal hourly rate. Effective July 1, 2023 such amount shall be increased to \$7.00 per hour. Effective July 1, 2024 such amount shall be increased to \$8.00 per hour.

Section Four. Interventionists shall be paid at their regular hourly rate for field trips that occur during the regular school year. Effective July 1, 2022 interventionists shall be paid at the hourly rate of \$38.08 when assigned to provide support during after-school extra-curricular activities, at a home support, or support in the community (i.e. Park & Recreation at Sears Park). Effective July 1, 2023 such rate shall be increased to \$38.84. Effective July 1, 2024 such rate shall be increased to \$39.71.

Section Five. Interventionists shall be entitled to a \$3.00 per hour differential for all hours worked during summer-school/extended school year.

Section Six. Each interventionists shall be paid a single \$300 lump-sum payment in the first pay-period following complete ratification of this Agreement.

**ARTICLE XIX
LONGEVITY**

Section One. Interventionists hired on or before June 30, 2022 shall be entitled to longevity benefits as set forth in this Article.

Section Two. Longevity shall be based solely on years of completed employment service with the Board as of November 1st of each year and not on classification of employees. Longevity payments shall be made on the following schedule:

5 years of completed service	\$225.00
10 years of completed service	\$300.00
15 years of completed service	\$450.00
20 years of completed service	\$500.00

Section Three. The annual longevity payment shall be due and payable in one (1) installment no later than November 30. Longevity payments shall be included in employees' total earnings for the purpose of determining pension benefits.

**ARTICLE XX
EMPLOYEE EXPENSE**

Section One. Employees who are authorized in advance to use their own vehicle for school business shall be entitled to compensation at the current IRS rate. No employee will be required to drive his/her car, except between school job assignments or during an extreme emergency.

Section Two. Employees will not be obligated to use their cars to transport children.

**ARTICLE XXI
EMPLOYEE PROTECTION**

Section One. The Board of Education employees are protected and saved harmless according to Connecticut General Statutes 10-235. This provision shall not be subject to the grievance procedure.

**ARTICLE XXII
MISCELLANEOUS**

Section One. Interventionists who are working on days when schools are ordered closed early or opened late will be compensated at their full rate as if they were actually working. If the faculty is dismissed early, the interventionists will be also, at no loss of pay or benefits.

**ARTICLE XXIII
PAYMENT FOR SERVICES**

Section One. Employees shall be paid on an hourly basis.

All employees shall be paid through direct deposit at a participating bank or qualified financial institution of the employee's choice on a biweekly basis and shall be paid on the same day of every other week.

ARTICLE XXIV JOB DESCRIPTION

Section One. The Board shall notify the Union about the content of any new job descriptions after they are written but before they are implemented.

ARTICLE XXV PERFORMANCE EVALUATION

If management elects to do performance evaluations, management will make a reasonable effort to evaluate every bargaining unit member in writing.

ARTICLE XXVI IN-SERVICE TRAINING

Section One. The Board will provide in-service training sessions for Interventionists for a minimum of four (4) half-day sessions which are designated for system-wide professional development. The administration will plan the sessions considering the needs and interests of the Interventionists on a system-wide basis. One thousand (\$1,000) dollars will be budgeted annually to fund in-service activities as well as other professional development opportunities outside of the system. In addition, two (2) Union-designated Interventionists per year shall be permitted to attend a Union Training Session. This time shall be taken without loss of pay or benefits.

Section Two. Three thousand (\$3,000) dollars shall be budgeted each year of the contract to reimburse employees for college tuition and related expenses. Employees wishing to apply for such reimbursements shall apply in writing, in advance of attending the course, to the Superintendent of Schools. Such application must include: name of school/college, course name, cost information and a detailed explanation of how such course will upgrade the skills and/or knowledge necessary for performing the employee's job. Reimbursements per year will not exceed \$450 per employee and will be processed for payment upon submission of a purchase order and receipt. Requests will be approved on a first-come, first-serve basis until the money is expended.

ARTICLE XXVII DURATION

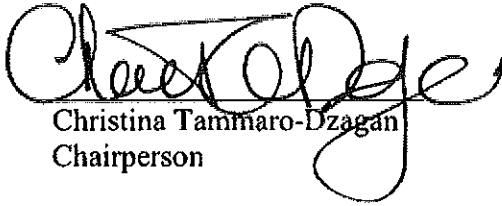
Section One. The Agreement shall be effective and remain in full force and effect through the thirtieth day of June, 2025. This Agreement shall remain in full force and be effective during the period of negotiations.

Section Two. Either party may notify the other party in writing of its desire to bargain collectively with respect to the successor agreement; however, neither party shall be obligated to

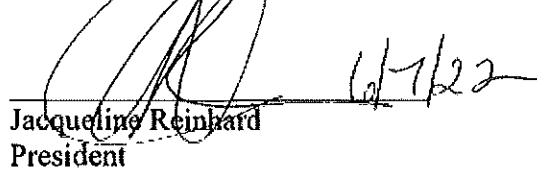
take part in any such collective bargaining session prior to March 1 of the year the contract expires.

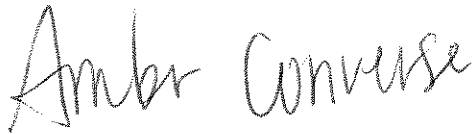
IN WITNESS WHEREOF, the parties hereto have set their hands this 7 day of June, 2022

For the Town of East Hampton
Board of Education


Christina Tamaro-Dzagan
Chairperson

For the East Hampton Interventionists
Municipal Employees Union Independent


Jacqueline Reinhard
President





APPENDIX A

WAGE SCHEDULE – 2022-23

<u>Step Level</u>	<u>Hourly Wage</u>
1	\$20.43
2	22.51
3	23.50
4	24.74
5	25.36
6	26.00
7	26.65

Note: Interventionists shall be initially placed on the above wage schedule pursuant to the terms of the attached side letter. There shall be no step movement in 2022-23 following this initial step placement in light of the agreed to schedule reconfiguration.

WAGE SCHEDULE – 2023-24

<u>Step Level</u>	<u>Hourly Wage</u>
1	\$20.84
2	22.96
3	23.97
4	25.24
5	25.87
6	26.52
7	27.18
8	28.66

Note: Any interventionist not on maximum step shall advance one step effective July 1, 2023.

WAGE SCHEDULE – 2024-25

<u>Step Level</u>	<u>Hourly Wage</u>
1	\$21.31
2	23.48
3	24.51
4	25.80
5	26.45
6	27.12
7	27.80
8	29.30

Note: Any interventionist not on maximum step shall advance one step effective July 1, 2024.