Agreement Between
Regional School District #10 and

CSEA, LOCAL 2001, SEIU

July 1, 2023 through June 30, 2026

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ARTICLE I RECOGNITION

Regional School District No. 10, hereinafter referred to as the "Board," hereby recognizes CSEA, Local 2001, SEIU, hereinafter referred to as the "Union", and that said Union has been selected as the representative for the purposes of collective bargaining by the majority of all Special Education Assistants, Library Assistants, Teaching Assistants, and Behavior Tech Assistants (BT) employed by the Region School District No. 10, and that said CSEA, Local, 2001 SEIU is the exclusive representative of all said employees for the purposes of collective bargaining with respect to wages, hours and other conditions of employment, as set forth in Connecticut State Board of Labor Relations Decision and Certification of Representative, Case Number ME-20,673 dated May 24, 1999 and Decision Number 3696.

ARTICLE II MANAGEMENT RIGHTS

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 Region 10 Schools in all its aspects, including but not limited to the following:

To maintain educational activities and programs as in its judgment will best serve the interests of the students:

To determine the type of work to be performed by the personnel;

To assign all work to employees or other persons;

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;

To discharge or other discipline any employee;

To promote, transfer, and lay off employees;

To decide the need for facilities;

To determine the number, age, and qualifications of pupils to be admitted into each school or program;

To designate the schools or programs that shall be attended by the various students;

To prescribe rules for the management, studies, classification, and discipline of school programs;

To decide the textbooks to be used;

In general, to control, supervise and manage the operations of the school system, and its professional staff under governing laws; and

To establish or continue policies, practices, and procedures for the conduct of Board business and the management of its operations, and from time to time, to change or abolish such policies, practices, or procedures.

These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with or in violation of the specific terms and provisions of this Agreement.

ARTICLE III DEFINITIONS

- 1. The work schedule for bargaining unit members covered by this contract shall be in accordance with the school calendar year plus three (3) additional professional development days (i.e.183 days) established by the Board.
- 2. References to the Superintendent will be considered the Superintendent or his or her designee.

ARTICLE IV UNION SECURITY

- A. During the life of this Agreement, an employee retains the freedom of choice whether or not to become or remain a member of the Union.
- B. Union dues shall be deducted by the employer from the paycheck of each employee who signs and remits to the employer an authorization form. Such deduction shall be discontinued upon written request of an employee thirty (30) days in advance.
- C. The amount of dues deducted under this Article, together with a list of all employees for whom such deductions were made, and a list of all employees in the bargaining unit, shall be remitted to the Union's designee within one (1) week after the payroll period in which such deduction is made. Such lists shall be in an editable digital file format and include the following information: full name, job title, department, work location, work telephone number, home telephone number, mobile telephone number, home email address, work email address, date of hire, rate of pay, dues paid during reporting period, employment status (active, leave of absence, etc.), and the home address.
- D. The Union agrees to defend, indemnify, and hold harmless the Regional School District No. 10 against all claims, demands, suits, or any other form of liability, including reasonable attorneys' fees, which may

- arise by reason of any action taken in reference to any portion of Article IV, Union Security.
- E. The Employer shall honor employee authorizations created or adopted by the Union for deductions in electronic form, and, by voice authorization. Additionally, the Employer shall honor authorizations in any form that satisfies the requirement of sections 1-266 to 1-286, inclusive, of the Connecticut General Statutes. The revocability of an authorization shall be determined by the terms of the authorization.
- F. The Employer shall deduct contributions to the CSEA PAC, or for any other service, program, or committee provided or sponsored by the Union, from the wages of those employees who have authorized such a deduction. All such contributions shall be remitted to the Union along with a list, in editable electronic format, of each contributor showing the amount deducted. Deductions and remittances shall be on the same schedule as dues deduction.
- G. The Employer shall provide, in an editable digital file format, the following information if on file with the employer: Name, job title, department, work location, home email address, work email address, home telephone number, work telephone number, personal mobile number, employee ID, and the home address of any newly hired employee. The Employer shall provide such information with real-time electronic transmission of new hire data whenever possible but in no event later than ten (10) days after such employee is hired or the first pay period of the month following the hiring of such employee, whichever is earlier. The Employer agrees that if the Union provides a template and/or a site to which such data may be submitted the Employer shall use the format and submission method provided by the Union.

ARTICLE V BULLETIN BOARDS

Bulletin boards shall be made available in each school and the central office buildings for the purpose of displaying Union material.

ARTICLE VI UNION ACTIVITIES

- A. Two (2) Members of the Union Negotiating Committee: Leave with pay for all meetings between the Board and the Union for purposes of negotiations when meetings take place when members are scheduled to be on duty.
- B. One (1) Member of the Union Grievance Committee Plus Grievant: Leave with pay for all meetings to process grievance. On-duty meetings may be allowed with the approval of the principal or Superintendent, so long as there is no disruption to the district's operations or educational environment.
- C. Two (2) Union represents shall be allowed time off with pay to attend the below mentioned Union functions:

Conventions, Educational conferences and seminars.

Total days for the above (C) shall not exceed a total of two (2) days per year.

D. 1. New Member Orientations

- a. The Employer agrees that each newly hired employee shall participate in a mandatory and inperson orientation meeting(s), as small as one (1) individual, within the first fourteen (14) calendar days from date of hire during regular working hours and onsite without loss in compensation.
- b. A newly hired employee who does not attend the session(s), conducted by the Union, shall be required to attend a mandatory and in-person one (1) hour make-up session during regular working hours and onsite without loss in compensation. The make-up session shall be arranged and conducted by the Union. The Employer shall notify newly hired employees at least forty-eight (48) hours in advance of the make-up session in writing that the employee's attendance is required.
- c. If no orientation is conducted, then the Union will be allowed one (1) hour during the new employee's workday to make such a presentation without loss in compensation.
- d. Union designee(s), including, but not limited to, Union representative, officers, stewards, and members, shall conduct the sessions covered under this agreement.

2. Meeting with Union Designee(s)

a. Release Time

Newly hired employees shall be granted release time without loss in compensation to meet with the Union designee(s) during regular working hours and onsite.

The Employer shall grant Union designee(s) release time, including reasonable time for travel and set up, without loss in compensation to conduct any sessions, meetings, and trainings covered by this agreement.

- b. Neutrality Employer representatives shall be absent from the room during any sessions, meetings, or trainings, conducted by the Union.
- c. Facility and Resource Access The Union shall have a right to access and use The Employer facilities and audio-visual equipment to conduct orientation sessions and separate meetings with newly hired employees.

<u>Notice of Orientations</u> - The Employer shall provide the Union with at least ten (10) days' electronic notice of any orientation meeting and send an electronic list of expected participant(s) at least forty-eight (48) hours in advance of the orientation meeting.

ARTICLE VII PROBATIONARY PERIOD

All new employees covered by this Agreement shall serve a probationary period of ninety (90) school days. All employees covered by this Agreement who are promoted, transferred, or otherwise move into a new position or classification shall serve a working test period of ninety (90) school days. Determination of the employee's level of performance, whether satisfactory or not, is at the sole discretion of the Superintendent of Schools or his designated representative during these periods. If an employee's probationary period or working test period is extended, the Union will be consulted.

During the probationary period, a new employee may be discharged or disciplined for any reason whatsoever and neither the employee nor the Union shall have recourse to the grievance and arbitration provisions of this Agreement. Upon successful completion of the employee's probationary period, his or her seniority will date back to the date of his or her original employment as an employee of the Board of Education.

During a working test period an employee who is working in the new position or classification may be returned to his or her original position for any reason whatsoever. If the employee's former position is no longer available, the employee will have all rights described in this Agreement's seniority and lay off provisions.

ARTICLE VIII VACANCIES

Principals, and/or Director of Special Services will determine internal assignments for the following school year before vacancies are declared for posting purposes. By May 15, the Superintendent or his or her designee will internally post all of the positions, both known new and those that were filled after the start of the school year. Once internal transfers have been made, the Superintendent or his or her designee will readvertise externally to fill the

remaining vacancies. During the summer months, all vacancies will be posted to the Region 10 website.

The Superintendent of Schools shall place new hires on the salary schedule, taking into account training, experience, and other relevant qualifications. However, no unexperienced new hire will be placed above tier 3 on the salary schedule.

Bargaining unit members shall be notified in writing of any changes in their program and schedules for the ensuing year; including the schools to which they will be assigned and any special or unusual assignments that they will have. The administration shall make a good faith effort to provide this information by May 15. In the event of a change in an individual's circumstances or conditions arising during the months of July and August, prompt notice in writing shall be given to that employee.

ARTICLE IX SENIORITY AND LAYOFF

Seniority shall be determined by reference to the length of continuous employment with the Board in positions incorporated within the bargaining unit. Seniority shall be broken if the employee:

Quits;
Retires;
Is discharged for just cause;
Obtains a leave of absence by false or misleading statements;
Is absent from work for three (3) consecutive days without giving notice to his supervisor;
Exceeds a leave of absence without satisfactory explanation;
Fails to report to work within fourteen (14) calendar days after written notice of recall;
Accepts employment elsewhere while on leave of absence; or
Is laid off for a consecutive period equal to his seniority at the time of such layoff, but in no event to exceed one year.

When in the judgment of the Board of Education, it becomes necessary to eliminate positions in the bargaining unit, the administration will recommend the specific position to be eliminated and the personnel to be terminated and, subject to concurrence by the Board, the administration shall notify each individual so involved in writing. Layoff will take place based on seniority, qualifications, and ability, in order of least to most senior system wide.

An employee scheduled for layoff may displace the least senior bargaining unit member, so long as he or she is qualified to perform the work of the employee he or she would displace.

The laid off individual's name shall be placed on a recall list for a period one year. Employees will be rehired based on seniority, qualifications, and ability.

No person shall be newly hired until all persons on the recall list have been notified by certified mail sent to the individual's last known address and such individuals either are offered employment or decline 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 re-employment shall forfeit recall rights. Failure to respond in writing to a notice of an opening within seven (7) working days after the certified mailing thereof shall be deemed to be a refusal to accept re-employment. Returning individuals must return to work within fourteen (14) calendar days from the date of the certified mailing of the notification or the date the position becomes open, whichever occurs later.

ARTICLE X

WORK SCHEDULE

1. The work schedule for bargaining unit members covered by this contract shall be in accordance with the school calendar year plus three (3) additional professional development days (i.e. 183 school days) established by the Board.

The number of hours worked per school day shall be determined as deemed necessary by the Superintendent or his/her designee. This right shall not be exercised in an arbitrary and capricious manner.

- 2. In the event summer school is offered by the Board requiring the need for bargaining unit members under this contract, such employees may apply annually for such positions as follows:
 - In filling such positions, consideration shall be given to the assistant's area of competence, quality of job performance, attendance records, length of service in the system, and prior experience in these programs, if any.
 - b. Positions in these programs shall be filled first from qualified assistants regularly employed in the school system.
 - c. All openings for these positions shall be listed as early as reasonable so interested assistants may apply.

ARTICLE XI HOLIDAYS

Bargaining Unit members shall observe the following holidays as days off with pay:

Labor Day * Martin L. King's Birthday

Thanksgiving Day Presidents' Day
Christmas Day Good Friday
New Year's Day Memorial Day

Holidays shall be celebrated on the day designated under state or federal law. In the absence of such state or federal law, holidays falling on a Saturday shall be celebrated on the preceding day and holidays falling on a Sunday shall be celebrated on Monday.

These days may be altered in order to coincide with the school calendar.

Should school be in session on any designated holiday, the Superintendent will substitute an alternative holiday, with notification by July 1, for the upcoming year, and employees will report to work on what was

previously designated a holiday, as a regular workday.

*Labor Day will be a paid holiday if school opens prior to the labor day holiday.

ARTICLE XII

SICK LEAVE

Beginning July 1 of each year, all bargaining unit members shall accrue the following sick time:

Ten (10) days per year, which accrue at one (1) day per month during the school year, cumulative to one hundred fifteen (115). Five (5) days may be used for family sickness.

Sick Leave Buy Out:

Any employee hired before 7/1/17 who has completed ten (10) years of continuous service, and terminates employment with the Board in good standing for any reason, shall be paid for all unused sick leave at Fifteen Dollars and Fifty Cents (\$15.50) per day. In the event of an employee's death, payment shall be made to his or her estate.

ARTICLE XIII PERSONAL LEAVE

Each bargaining unit member shall be permitted up to three (3) days per year with pay, and without deduction from sick leave accumulation, for any of the following circumstances in which absence from service is necessary and unavoidable:

- a. Leave (maximum of one day) for death of a friend or non-listed relative.

 Documentation or verification may be required.
- Legal requirements. Attendance in court under subpoena or summons or participation in a legal proceeding which cannot be scheduled outside of regular work hours.
 Documentation or verification may be required.
- c. Religious holidays when the tenets of religion requires one to abstain from work or to attend religious services.
- d. One day leave may be used for personal business which requires the attendance of the employee and which cannot be scheduled outside of regular work hours. Such leave may not be taken on the day before or day after a school holiday or vacation.

These days may not be used to extend holidays or vacations. Request for leave must be made in writing to and approved by the Superintendent or his/her designee forty-eight (48) hours in advance

except in extenuating circumstances. These days shall be non-cumulative from year to year. The

superintendent or designee may at his/her discretion grant additional personal leave days under unusual and extenuating circumstances.

ARTICLE XIV LEAVE PROVISIONS

Bereavement Leave:

Bargaining unit members shall have up to five (5) days of paid leave for the death of a family member. Under extenuating circumstances (such as, but not limited to more than one death during the school year or travel) the Superintendent or his/her designee may grant additional paid time.

ARTICLE XV WORKER'S COMPENSATION

If an employee loses time because of sickness or injury for which he/she is entitled to compensation under the workers' compensation act, he/she will be paid in accordance with applicable state law. An employee shall be advanced 80% of his or her gross pay each week during the period between the date the workers' compensation leave commences and the commencement of payment under the Workers' Compensation Act. Once such payment commences, the employee shall be required to reimburse the Board for the advanced pay.

ARTICLE XVI JURY DUTY

When an employee is required to serve jury duty, such leave shall not be deducted from any other paid leave provisions covered by this Agreement. The employee shall receive a rate of pay equal to the difference between her salary and the jury fee for a period not to exceed twenty-five (25) working days per call.

ARTICLE XVII LEAVES WITHOUT PAY

The Superintendent or designee may grant a leave of absence without pay for a period not to exceed six (6) months. Paid leave must be used before unpaid leave is granted. Unpaid days cannot be used to extend a holiday.

Application for leave must be made in writing stating the reason for such leave and the length of time desired.

A leave of absence expires automatically at the date of expiration approved for the leave. Failure by an employee to return by such date shall be considered as voluntary termination.

Insurance benefits for the employee shall be paid by the employee at group rates.

ARTICLE XVIII GRIEVANCE PROCEDURE

Purpose:

The purpose of the procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems that may arise affecting the welfare or working conditions of the members of the bargaining unit.

Definition:

A grievance shall mean a claim in writing there has been an alleged violation of a specific provision(s) of this Agreement. A valid grievance must be in writing and filed at the first step of the grievance procedure within ten (10) working days of the occurrence that gives rise to the grievance. If said grievance is not filed within ten (10) working days after the grievant knew, or should have known, of the act or conditions upon which the grievance is based, then the grievance shall be considered to be invalid.

Process:

A grievance shall be settled in accordance with the following grievance procedure:

Step One – Responsible Administrator

If the member of the bargaining unit feels that he/she may have grievance, he/she may first discuss the matter with his/her responsible administrator in an effort to resolve the problem informally. If resolution is not found, then within ten (10) working days of the occurrence giving rise to the grievance, the written grievance shall be submitted to the responsible administrator by the bargaining unit president. The administrator shall give his/her answer within five (5) working days of receipt of the written grievance.

Step Two – Superintendent or Designee

If the grievance is not resolved by the answer received at Step One, then the grievance may be forwarded by the bargaining unit president to the Superintendent or his/her designee within five (5) working days of receipt of the answer at Step One.

Within five (5) working days of receipt of the grievance by the Superintendent or his/her designee, he/she will conduct a meeting with the grievant, the unit president or designee, and the responsible administrator to consider the grievance. The Superintendent or designee will render a decision within five (5) working days of said meeting.

Step Three – Board of Education

If grievance is not resolved by the answer received that Step Two, then the grievance may be forwarded by the bargaining unit president to the chairman of the Board of Education within five (5) working days of the receipt of the answer at Step Two. The Board of Education or designated subcommittee shall conduct a meeting on the matter within twenty (20) working days of receipt of the grievance, at which time the moving party may present his/her grievance and the other party may respond. The Board of Education or designated subcommittee shall render its decision within ten (10) working days of said meeting.

Step Four - Binding Arbitration

If the grievance is not resolved by the answer received at Step Three, the Union may submit the grievance arbitration providing it adheres strictly to the following procedures:

By the end of the tenth (10th) work day immediately following receipt of the Board of Education's or designated subcommittee's response to the grievance, the Union shall (by certified mail) mail a copy of the demand for arbitration to the Board of Education and submit the grievance to the American Arbitration Association and thereafter the parties shall proceed under the voluntary rules of procedure for the American Arbitration Association. The cost of arbitration is to be shared equally by the Board and the Union.

Grievances will be heard at times mutually agreeable to the parties.

Time limits in the grievance procedure or arbitration may be extended by mutual agreement. Failure by the bargaining unit president to appeal the grievance to the next level within the specified time shall be deemed to be acceptance of the decision rendered at that level.

Both parties agree that the proceedings shall be kept confidential. All documents, communications and records dealing with the processing of the grievance shall be filed separately from the personnel files of the participants.

ARTICLE XIX INSURANCE

Section 19.1 - Medical Insurance

- 1. The District will provide insurance benefits to eligible employees (i.e. work more than 30 hours per week) and their eligible dependents, on a Board-Member premium share basis.
 - a. In order to participate in coverage, the eligible employee shall execute a payroll deduction form.
 - b. The Business Office shall provide an open enrollment period for adjustment annually prior to June 30. This open enrollment period will meet IRS requirements.
 - c. Information on the specific terms and conditions for either of the plans listed below can be found in the certificates offered by each respective carrier.
- 2. Employees will be offered the following group health plan Health Savings Account Qualified High Deductible Health Insurance Plan ("HDHP")
 - a. Employees selecting this plan shall pay thirty percent (30%) for the 2023-2024 school year, twenty five percent (25%) for the 2024-2025 school year and twenty five percent (25%) for the 2025-2026 school year of the Board's actual premium cost of the \$3,000 / \$6,000 Deductible plan.
 - b. The plan shall have an annual deductible of \$3,000/individual and \$6,000/2-person or family. Employees selecting this plan shall pay, in addition to the premium cost share set forth above, the full cost of covered procedures, visits, prescriptions and/or items until the applicable deductibles have been met. Certain preventative care visits are excluded from deductible requirements.
 - c. The Board shall establish a Health Savings Account for employees who elect the HDHP. The Board shall contribute \$625 for individuals and \$1,250 for two- person or family toward the applicable deductible.
 - d. The Board's contribution to the HSA will be deposited as follows: 25% at the beginning of September, 25% at the beginning of November and 50% at the beginning of January.
 - e. The Board of Education will establish a Health Reimbursement account ("HRA") for any employee ineligible for the HSA and contribute the same amount.

- f. The plan includes a Copay on Rx after the annual deductible is met (\$5/\$25/\$40).
- 3. The High Deductible plan contains cost containment requirements. Employees who fail to follow the cost containment procedures will be subject to out-of-pocket expenses.
- 4. Employees may elect to have their medical insurance deduction made in accordance with guidelines of section 125 of the IRS code.
- 5. The annual maximum on the dental benefit is \$2,000. Premium cost shares for the medical plan also apply to the dental plan. The Board and the employee will co-pay dental insurance for dependents as is currently provided at fifty percent (50%) by each.
- 6. Where there is a change in employee status such as, but not limited to, change in spouse's employment or changes in the spouse's benefit program, the waiver may, by written notice to the Board of Education, be revoked. Upon receipt of revocation of waiver, coverage by the carrier shall be subject to regulations or policy restrictions, including waiting periods, which may then be in effect. Depending on the effective date of coverage, appropriate financial adjustments shall be made between employee and the Board so as to insure the pro-rated basis in the above paragraph was accurate.

Section 19.2 - Term Life Insurance

Each employee is provided at Board expense a ten thousand dollar (\$10,000) term life insurance plan, and the ability to purchase up to two times salary in additional coverage, at group rate.

Section 19.3 - Change of Carriers

- 1. The Board of Education reserves the right to change any insurance carrier at any time so long as it gives prior notice to the Union and so long as the insurance coverage under the substituted insurance carrier's policy is substantially equivalent to or better than the coverage under the policy then in effect. The substantially equivalent to or better than standard shall be applied on program-wide analysis, including network, and shall not be benefit specific. Once the Union is notified that the Board intends to change insurance carriers, the Union has fifteen (15) days to examine the new insurance carrier's policy.
- a. If the Union feels that the coverage under the new policy is not substantially equivalent to the policy in effect, it must object to the change, in writing, during that fifteen (15) days.
- b. If the parties are unable to informally resolve the matter within the following thirty (30) days, an arbitrator with expertise in the field of insurance shall be mutually selected forthwith or, if the parties cannot agree, shall be selected forthwith by the American Arbitration Association.

- 1. The arbitrator will be asked to decide the following question: Is the insurance coverage under the substitute insurance carrier's policy substantially equivalent to the insurance coverage under the policy currently in effect?
- 2. The arbitrator must render his decision within thirty (30) days. All references herein to days shall mean calendar days. The Board shall pay the full cost charged by the arbitrator and American Arbitration Association.
- 3. The arbitrator will accept revisions to the initial draft of the substitute insurance carrier's policy up to and including the final day of any hearing held to compare the incumbent insurance carrier's policy with the substituted insurance carrier's policy.
- c. In the situation where a complaint has been lodged by the Union, the Board will not change to the new insurance carrier until an agreement has been reached or until an arbitrator has decided that the insurance coverage under the substitute insurance carrier's policy is substantially equivalent to the insurance coverage under the policy currently in effect.

ARTICLE XX RETIREMENT PLAN

Bargaining unit members participating in the Employee's Pension Plan as of July 1, 2000 may continue to do so. All plan terms and benefits may be found in the pension plan document.

ARTICLE XXI LONGEVITY

All employees hired on or before June 30, 2006 shall receive the following longevity payments annually on his/her anniversary date of hire:

Upon completion of

5 years	\$30	J0
10 years	\$35	50
15 years	\$40	00
20 years	\$4:	50

ARTICLE XXII DISCIPLINARY PROCEDURE

Warnings, disciplinary actions or discharge shall not be imposed except for just cause. The employee and the Union will be given written notification of any proposed disciplinary action.

ARTICLE XXIII MILEAGE

Employees who are required to use their private vehicles to conduct Board business shall be reimbursed for all miles driven at the published IRS rates or have the use of a school vehicle to conduct such business. For the purposes of this Article, employees so required are only those employees who must move from one location to another in order to be with an assigned student(s). That is, such employees are those that "follow" their student(s). No bargaining unit member will be asked to transport a student(s) using his or her personal vehicle.

ARTICLE XXIV NO LOCKOUT/NO STRIKE

During the term of this Agreement, the Board agrees there will be no lockout of any employee or employees.

During the term of this Agreement, the Union agrees there shall be no authorized or sanctioned cessation, retarding, or stoppage of work, picketing, sympathy strikes, work to rule action, or other interference, because of any dispute that may result from interpretations of this Agreement or for any cause whatsoever. The failure or refusal on the part of any employee to comply with these provisions shall serve as grounds for immediate discipline, up to and including discharge.

ARTICLE XXV SAVINGS CLAUSE

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 upon any issue, whether it is covered or not covered in this Agreement. 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 portion of this Agreement shall not be affected.

ARTICLE XXVI MISCELLANEOUS

- A. The Board shall provide each present employee and each new employee, when hired, with a copy of this contract
- B. <u>Early Dismissal</u>: Employees will be allowed to leave early without loss of pay because of bad weather and paid for lost time only when so authorized by the Superintendent.
- C. <u>Late Openings</u>: Employees shall be paid from the scheduled start of their shift, regardless of the late opening of school.
- D. Professional Development Days: Employees shall be paid for three (3) professional development days, the direct supervisor will give timely notice to the teaching assistants of the date and time of the training. It is a requirement of the job that teaching assistants are present on these scheduled days.
- E. The parties hereby understand that the use of pronouns shall include reference to both genders and that the use of "paraeducator" references all positions within the Union's bargaining unit.
- F. When any worker covered under this agreement is asked to cover (substitute) for a teacher, they will be paid a rate of \$25.00 per hour.
- G. <u>ABA Para conversion to Behavior Tech</u>: The ABA Para position will converted to Behavior Techs (BT's). All BT's must complete the 40 hour training programing that will be supported by the District.

The eight (8) BT positions that are currently (2022-2023 school year) will become union positions and be paid \$22.50 in year one.

All other current ABA positions will be converted to BT positions and will be paid \$20.71 in year one.

Implementation:

- The BT training is 40 hours online and will be available for all current ABA Paraprofessionals beginning on 7/1/2023.
- The cost of the training will be paid for by the District.
- Current ABA paraprofessionals who are transitioning to BT positions will be paid for the 40 hours of training time with proof of completed training.
- When training is completed for current ABA paraprofessionals they will be redesignated as Behavior Techs (BT) and will be paid at the agreed BT pay rate. Proof of completed training will be required for redesignation as a BT.
- While still in training current ABA paraprofessionals will be paid at the agreed ABA paraprofessional rate. The agreed upon rate will be calculated at the same increment as all

- other category of paraprofessionals in the 2023-2024 wage schedule.
- All current paraprofessionals who are transitioning to the Behavior Tech (BT) position must complete their training by January 31, 2024.
- Any current paraprofessional who chooses not to transition to the Behavior Tech (BT) position
 or who does not complete the BT training by January 31, 2024, will be eligible for available
 paraprofessional positions.
- The number of Behavior Tech positions will be based on the number of students with Applied Behavior Analysis (ABA) needs identified in their IEP.
- BT training will be offered on an ongoing basis and any paraprofessional is eligible to take it so
 that they are eligible for BT positions when available. The cost of the District approved training
 module only will be covered by the District

ARTICLE XXVII WAGES

Wages will be paid pursuant to Appendix A.

ARTICLE XXVIII DURATION AND SIGNATURE

The provisions of this Agreement shall be effective as of July 1, 2023 and shall remain in full force and effect through June 30, 2026. No further conditions of employment or other matters shall be negotiated without the express consent of both parties.

IN WITNESS WHEREOF, the parties hereunto have caused these presents to be executed by their proper officers, hereunto duly authorized, and their signatures affixed hereto.

The second secon	
Regional School District No. 10	CSEA, Local 760, SEIU, AFL-CIO
Board of Education	
By Kor Jagorgha	Ву
Scott Ragaglia, Its Chairperson	Michael Davis, Its Staff Representative
Date 7/6/2023	Date
y	By Markone Propone
	Marlene Prepare, Its Local Member Representation Date 7/0/23

Appendix A – Wage Schedules

(Hourly Rate)

Paraprofessionals			A CONTRACTOR CONTRACTOR		Action to the district	
	2023-2024		2024-2025		2025-2026	
Tier 1	\$	17.53	\$	18.40	\$	19.32
Tier2	\$	17.97	\$	18.87	\$	19.82
Tier 3	\$	18.49	\$	19.42	\$	20.39
Tier 4	\$	19.00	\$	19.95	\$	20.95
Tier 5	\$	20.59	\$	21.61	\$	22.69
Tier 6	\$	23.33	\$	24.50	\$	25.73
Behavioral Technicians						
						2
Tier 1	\$	20.71	\$	21.75	\$	22.83
Tier 2	\$	22.50	\$	23.63	\$	24.81

Year 1 consists of a 10% market adjustment and a 5% GWI

Year 2 consists of a 5% GWI

Year 3 consists of a 5% GWI

Annual movement on the salary table for the contract period is lateral movement only.

- other category of paraprofessionals in the 2023-2024 wage schedule.
- All current paraprofessionals who are transitioning to the Behavior Tech (BT) position must complete their training by January 31, 2024.
- Any current paraprofessional who chooses not to transition to the Behavior Tech (BT) position
 or who does not complete the BT training by January 31, 2024, will be eligible for available
 paraprofessional positions.
- The number of Behavior Tech positions will be based on the number of students with Applied Behavior Analysis (ABA) needs identified in their IEP.
- BT training will be offered on an ongoing basis and any paraprofessional is eligible to take it so
 that they are eligible for BT positions when available. The cost of the District approved training
 module only will be covered by the District

ARTICLE XXVII WAGES

Wages will be paid pursuant to Appendix A.

ARTICLE XXVIII DURATION AND SIGNATURE

The provisions of this Agreement shall be effective as of July 1, 2023 and shall remain in full force and effect through June 30, 2026. No further conditions of employment or other matters shall be negotiated without the express consent of both parties.

IN WITNESS WHEREOF, the parties hereunto have caused these presents to be executed by their proper officers, hereunto duly authorized, and their signatures affixed hereto.

Regional School District No. 10	CSEA, Local 760, SEIU, AFL-CIO
Board of Education By Lar Lagarelia	By nivelen puris
Scott Ragaglia, Its Chairperson Date 7/6/2023	Michael Davis, Jts Staff Representative Date 7/2/23
प	By Marlene Presone
	Marlene Prepare, Its Local Member Representation Date 7/0/23