

**AGREEMENT BETWEEN**  
**WOODBIDGE BOARD OF EDUCATION**  
**And**  
**WOODBIDGE PARAEDUCATORS ASSOCIATION,**  
**CSEA SEIU Local 2001**  
**FOR THE PERIOD**  
**JULY 1, 2022 – JUNE 30, 2025**

## TABLE OF CONTENTS

ARTICLE I -	RECOGNITION .....	1
ARTICLE II -	GRIEVANCE PROCEDURE.....	1
ARTICLE III -	BULLETIN BOARD SPACE.....	2
ARTICLE IV -	ASSOCIATION MEETING ON SCHOOL PROPERTY.....	3
ARTICLE V -	VISITATION CLAUSE .....	3
ARTICLE VI -	WORKER'S COMPENSATION .....	3
ARTICLE VII -	EMPLOYEE USE OF EQUIPMENT .....	3
ARTICLE VIII -	NO STRIKE.....	3
ARTICLE IX -	EMPLOYING NEW MEMBERS OF THE BARGAINING UNIT.....	3
ARTICLE X -	LEAVES WITHOUT PAY.....	4
ARTICLE XI -	RESIGNATIONS .....	5
ARTICLE XII -	LEAVE .....	5
ARTICLE XIII -	MILEAGE.....	6
ARTICLE XIV -	WORK DAY, WORK YEAR, AND CLASSIFICATION .....	6
ARTICLE XV -	INSURANCE.....	7
ARTICLE XVI -	JURY LEAVE .....	9
ARTICLE XVII -	LAYOFF AND RECALL RIGHT.....	9
ARTICLE XVIII -	DISCIPLINE.....	10
ARTICLE XIX -	INCLEMENT WEATHER CONDITIONS .....	10
ARTICLE XX -	EMPLOYEE REVIEW OF OFFICIAL PERSONNEL FOLDERS.....	10
ARTICLE XXI -	SENIORITY .....	10
ARTICLE XXII -	ASSIGNMENT OF PARAEDUCATORS .....	11
ARTICLE XXIII -	TRANSFERS .....	11
ARTICLE XXIV -	UNION SECURITY .....	11
ARTICLE XXV -	SEVERABILITY .....	12
ARTICLE XXVI -	TEMPORARY DISABILITY LEAVE .....	12
ARTICLE XXVII -	COMPENSATION .....	12
ARTICLE XXVIII -	HOLIDAYS .....	13
ARTICLE XXIX -	TUITION FOR CHILDREN OF PARAEDUCATORS .....	14
ARTICLE XXX -	DURATION.....	14
APPENDIX A	.....	15

## **ARTICLE I – RECOGNITION**

The Woodbridge Board of Education recognizes CSEA SEIU Local 2001 (the “Union”) as the exclusive collective bargaining representative for purposes of collective bargaining under the Connecticut Municipal Employee Relations Act (Connecticut General Statute, Section 7-467 et. seq.) for a bargaining unit consisting of all paraeducators employed by the Woodbridge Board of Education. As used in this agreement, the term “employee” or “member of the unit” refers to employees of the Woodbridge Board of Education within the above-defined bargaining unit; the term “Board” or “Board of Education” refers to the Woodbridge Board of Education; the term “Superintendent” or “Superintendent of Schools” refers to the Superintendent of Schools employed by the Woodbridge Board of Education; and the term “Association” or “Union” refers collectively to CSEA SEIU Local 2001.

- A. The Union accepts such recognition and agrees to represent equally all employees without regard to membership or participation in, or association with the activities of, the Union or any other employee organization and to continue to admit to membership without qualification other than payment of dues and employment by the Board.
- B. It is the intent and purpose of the parties hereto that their agreements promote and improve the quality of work in the Town and provide for orderly professional negotiations between the Board and the Union and secure prompt and fair disposition of grievances so as to promote a good influence upon the operation of the school program.
- C. Based on Connecticut Public Act 21-25, the President of the Woodbridge Paraeducators Association, or his/her designee, will be afforded coverage for one half hour per month to meet with and orient any new paraeducators hired that month; those new paraeducators will be afforded coverage at the same time.

## **ARTICLE II – GRIEVANCE PROCEDURE**

- A. **DEFINITION** – A grievance is hereby defined to be a controversy, complaint, misunderstanding, or dispute concerning the interpretation or application of any provision of this Agreement. All grievances must advise the employer of the specific provisions claimed to have been violated, of the nature of the grievance, and of the remedy requested.
- B. **LEVEL ONE – IMMEDIATE SUPERVISOR** – Employees who have grievances are encouraged to attempt to work the matter out informally with their immediate supervisor, with a Union representative present. However, as indicated above, a grievance, in order to be valid, must be filed, in writing, with the immediate supervisor within fifteen (15) work days after the employee knew, or should have known, of the act or condition on which the grievance is based.
- C. **LEVEL TWO – SUPERINTENDENT OF SCHOOLS** –

1. In the event that the grievance is not resolved at Level 1, or in the event that no decision has been rendered with ten (10) work days after presentation of the written grievance at Level 1, the Union may appeal the written grievance to the Superintendent of Schools within five (5) work days after the decision at Level 1, or fifteen (15) work days after the grievance was presented in writing at Level 1, whichever is sooner.
2. The Superintendent shall represent the administration at this level of the grievance procedure. Within the ten (10) work days after receipt of the written grievance by the Superintendent, the Superintendent or his/her designee shall meet with the Union Representatives and the aggrieved person in an effort to resolve it.

**D. LEVEL THREE – BOARD OF EDUCATION** – In the event that the grievance is not resolved at Level Two, then within five (5) work days after the date a decision was rendered, or in the event no decision has been rendered, within ten (10) work days after the meeting with the Superintendent whichever is sooner, the Union may file a written grievance indicating such with the Board of Education. Within thirty (30) work days after receiving the written grievance, a Committee of the Board shall meet with the Union Representatives and the aggrieved member of the unit for the purpose of resolving the grievance. The ultimate decision on the grievance at Level Three shall be rendered by the Board of Education or its appointed sub-committee.

**E. LEVEL FOUR – IMPARTIAL ARBITRATION** – In the event that the grievance is not resolved at Level Three, or in the event no decision has been rendered within fifteen (15) work days after the meeting with the Board Committee, the Union may, within ten (10) work days after receipt of a decision by the Board or fifteen (15) work days after meeting with the Board Committee, whichever is sooner, present a request in writing to the American Arbitration Association for arbitration. One arbitrator shall be mutually chosen by the grievant and the Board. If no agreement can be reached concerning the single arbitrator then the American Arbitration Association shall appoint an impartial arbitrator. The total cost of the grievance arbitration shall be borne equally by the CSEA SEIU Local 2001 and the Board of Education. The decision rendered by the American Arbitration Association shall be final and binding on both parties.

**F. ADJUSTING GRIEVANCES** – The Union may designate one (1) member of the bargaining unit for the purpose of adjusting grievances, unfair labor complaints, or concerns over working conditions. To the extent that such actions take place during the designated representative's regularly scheduled work, the representative will be afforded a reasonable amount of time without loss of pay to conduct such business. The Union agrees not to abuse this privilege.

### **ARTICLE III – BULLETIN BOARD SPACE**

The employer shall provide bulletin board space for the posting of Union notices.

#### **ARTICLE IV – ASSOCIATION MEETING ON SCHOOL PROPERTY**

The Union may call meetings in each school before or after school or during lunch whenever necessary, providing that such meetings are approved in advance by the Superintendent of Schools or his/her designee and do not conflict with other scheduled school activities or programs.

#### **ARTICLE V – VISITATION CLAUSE**

A duly authorized officer or Union representative may secure permission to enter the Employer's premises for the purpose of adjusting disputes, investigating working conditions, and determining whether or not the terms of this Agreement are being adhered to. The Union representative shall request such a visit from the Superintendent of Schools or his/her designee but shall in no way interfere with the normal operation and procedure of business.

#### **ARTICLE VI – WORKER'S COMPENSATION**

Employees who suffer bodily injury caused by an accident arising out of and in the course of their employment shall have all rights available to them under the Worker's Compensation statutes.

#### **ARTICLE VII – EMPLOYEE USE OF EQUIPMENT**

Paraeducators shall take reasonable care of equipment, shall return same to its assigned storage area, and shall replace cover on all equipment so provided. Any defects, malfunctions or inadequacies in equipment shall be immediately reported to the employee's immediate supervisor.

#### **ARTICLE VIII – NO STRIKE**

Pursuant to Connecticut General Statute 7-467 (Municipal Employees Relations Act), all employees included in this Agreement shall not hinder the Board's operation by strike or work stoppage and the Board shall not pursue lock-out tactics in any part of its operation.

#### **ARTICLE IX – EMPLOYING NEW MEMBERS OF THE BARGAINING UNIT**

- A. Posting Positions** – Notice of vacancies which are to be filled and/or new positions within the bargaining unit shall be sent by electronic mail. A copy of all posted vacancies shall be simultaneously forwarded to the Union President. Any employee interested in the position posted must apply, in writing, to the Superintendent of Schools within the posting period. Internal candidates who apply within five (5) working days before the position is filled shall be given an interview if qualified. In all cases, however, the appointment will be made in accordance with the best interests of the Woodbridge School District.
- B. Probationary Period** – All newly hired employees shall be required to successfully complete a probationary period of sixty (60) working days and, during such

probationary period, shall have no seniority or recourse for grievances arising during the probationary period, and may be terminated during or on the conclusion of said probationary period at the sole discretion of the Board or the designated representative. During the probationary period, probationary employees shall be entitled to take leave days that have been accrued; however, probationary employees will be subject to other provisions of this Agreement; and on the successful completion of their probationary period, their seniority date shall be deemed to be their date of initial hire. The Board of Education shall forward a copy of each newly hired employee's hire letter to the President of the Union on or before the new employee's first day of work.

#### **ARTICLE X – LEAVES WITHOUT PAY**

- A. Leaves of absence without pay may be granted by the Superintendent for a limited, definite period not to exceed one (1) year for the following reasons:
1. For health reasons, upon continued advice of a physician.
  2. For other personal reasons subject to the review and recommendation of the Superintendent.
  3. Extreme personal hardship, such as illness of spouse, or legal dependents.
- Any leave which would otherwise be eligible under the Federal Family and Medical Leave Act ("FMLA") shall be charged against the employee's eligibility for FMLA leave.
- B. Application for such leaves of absence must be made in writing, stating the reason for the request and the length of time desired. Notice of intent to return or request for extension of leave must be made in writing to the Board by April 1<sup>st</sup> of the year the leave of absence ends. Failure to so notify the Board will be automatically considered the employee's resignation of position as of the last day of the approved leave.
- C. It is expected that, as far as possible, leave will be so arranged as to begin or end at the close of the school year.
- D. Accumulated seniority shall not be lost during the leave of absence.
- E. A person returning from leave shall be offered available work in the bargaining unit at the same level as if he/she had not taken a leave of absence. If, due to reasons such as staff reduction, a position is not available, the employee seeking to return from leave shall be placed on the seniority list as provided elsewhere in this Agreement.
- F. An eligible employee shall receive insurance benefits at group rates paid for by the employer, subject to the employee paying the applicable premium cost share, for up to 12 weeks while he/she is on leave of absence without pay, according to federal law and regulations pertaining to the FMLA.

## **ARTICLE XI – RESIGNATIONS**

- A. Written notice of resignation shall be filed with the Superintendent of Schools at least two (2) weeks in advance of separation.
- B. An employee who resigns in good standing shall be entitled to pay, up to and including, the last day of work. The check will be available on the next pay day.

## **ARTICLE XII – LEAVE**

- A. All full-time employees shall be entitled to one and one-half (1½) days per month, cumulative to fourteen (14) paid sick leave days each year, accumulation to one hundred sixty-five (165) days.
- B. All part-time employees shall be entitled to one (1) sick day per month, equivalent to eleven (11) paid sick leave days each year, accumulation to sixty (60) days. The extra day will be added on February 1st.
- C. An employee may use up to one-half of their annual paid sick leave to care for a family member.
- D. Each paraeducator will have electronic access to his/her accumulated days of leave to date.
- E. If a paraeducator dies while in the employ of the Woodbridge School District, the estate of such paraeducator shall be paid a sum of money, not to exceed \$4,000.00, calculated by taking the person's daily rate and multiplying that rate times the accumulated sick leave time. A paraeducator who retires from the Woodbridge School District under the provisions of the Town Pension, or any amendments or substitutions thereof, shall, in addition, to all other benefits due, be paid a sum of money, not to exceed \$4,000.00, calculated by taking the person's daily rate and multiplying that rate times the accumulated sick leave time.
- F. Bereavement Leave: Absence due to death in the immediate family, as defined in Section I of this Article, will be allowed with pay for a period up to five (5) days per occurrence. In the event of a death of another individual of importance to the employee, the Superintendent may grant bereavement leave in the Superintendent's sole discretion.
- G. Personal Leave: Each employee shall be allowed up to three (3) days leave per year with no pay deduction for any or all of the following reasons:
  - 1. Religious requirement
  - 2. Legal requirements or personal business which clearly cannot be transacted at time or days other than during required working hours and days.
  - 3. Graduation of immediate family

4. Marriage of close friend or relatives

- H. Under this Agreement, sick leave may be used only in cases where the physical condition of the employee (or family member if used for family illness) precludes him/her from reporting to work. Routine medical appointments are expected to be made outside of work hours when possible. The Superintendent or the Superintendent's designee shall be entitled to request written documentation of employees suspected of sick leave abuse and shall also be entitled to require an employee to submit to an examination by a Board-designated physician, psychologist, or psychiatrist, at Board of Education expense, in any case where fitness for continued duty is questioned.
- I. Immediate family consists of spouse, parent, child, grandparents, grandchildren, sibling, father-in-law, mother-in-law, sister-in-law, brother-in-law, stepson/daughter and step-parents.
- J. Application for leave as provided in "G" above shall be made to the immediate supervisor at least twenty-four (24) hours before leave is to be granted except in cases of illness or emergencies.
- K. Up to two bargaining unit members, as designated by the Union, may attend CSEA/SEIU convention(s), conference(s), or workshop(s) for up to two days per employee per year, without pay.
- L. Effective July 1, 2022, each full-time paraeducator who contributed two (2) days to the Sick Leave Bank in the 2016-17 school year will be credited an additional thirty (30) days of sick leave time. Effective July 1, 2022, each full-time paraeducator who contributed one (1) day to the Sick Leave Bank in the 2016-17 school year will be credited an additional fifteen (15) days of sick leave time. Effective July 1, 2022, the Sick Leave Bank will be dissolved.

**ARTICLE XIII – MILEAGE**

If an employee can demonstrate that, during his/her work day, not including the travel to and from work, he/she is, with direct orders from the Superintendent or his/her designee, required to use his/her automobile for transportation as part of his/her work duty, the Board of Education shall reimburse him/her at the then-current rate approved by the Internal Revenue Service.

**ARTICLE XIV – WORK DAY, WORK YEAR, AND CLASSIFICATION**

- A. The normal hours for a full-time paraeducator shall be 7.17 hours per day, 35.85 hours per week.
- B. The normal work year for a full-time paraeducator shall be 184 days.



- C. If an employee is required to work beyond the normal one hundred and eighty-four (184) day work year, the Superintendent of Schools and the Union shall negotiate the additional hours or days that must be worked.
- D. There shall be one classification of paraeducators in the bargaining unit, although it is understood and agreed that, from time to time, paraeducators may volunteer to perform other work as required in the best interests of the Woodbridge School system. This classification is entitled: Paraeducators.
- E. Administration will give priority consideration in the reassignment of the paraeducator to serve as a substitute for a teacher. In such cases assignments as a substitute teacher will be made first within the school and grade levels to which the paraeducator is assigned. When a member of the bargaining unit is required to serve as a substitute teacher, he or she shall be paid at his or her daily rate (base salary divided by 184 times (x) 1.75). When it is necessary to assign paraeducators to cover multiple blocks of time in the course of one school day the adjustment of salary to reflect the compensation differential will be based upon a cumulative calculation of one (1) hour or more for the involved blocks of time for which the paraeducator is providing coverage.

#### **ARTICLE XV – INSURANCE**

- A. Benefits - All full time and part time employees shall receive the various fringe benefits listed below:
  - 1. A high deductible health plan (HDHP) with a health savings account (HSA) with: deductibles of \$2,000 (Single)/\$4,000 (Two or more) which shall be funded 50% by the Board; after the deductibles are met in-network medical expenses are covered 100%, out-of-network medical expenses are covered at 80%, and prescription copays of \$5/\$25/\$40 apply; in-network out-of-pocket maximums of \$3,000/\$6,000; and out-of-network, out-of-pocket maximums of \$3,000/\$6,000 (summary attached). In addition both the deductibles and out-of-pocket maximums “cross-accumulate” for in and out of network expenses. Employees not eligible to participate in an HSA shall have the option of participating in a health reimbursement account (HRA).
  - 2. Blue Cross & Blue Shield full service dental plan with Riders A, B, C, and D.
  - 3. Vision Care Rider
  - 4. Life insurance equal to current salary (but not less than \$10,000.00)
  - 5. Employees who retire may elect to continue, at their own expense, the above-described insurance at group rates, until they qualify for Medicare.
  - 6. A three tier prescription rider with the following deductibles: \$5 generic; \$25 brand – preferred; \$40 brand – non preferred; two time retail co-pay for mail order (Tier 2 and 3 only). There shall be concurrent review for manufacturer dose limits and drug interaction. Prescriptions may be filled for up to 34 days or up to 100 unit doses at retail or 35 to 100 days supply for mail order. Experimental drugs for cancer treatment, undergoing clinical trial, are covered while other drugs require FDA approval.

Effective July 1, 2022, employees shall contribute fourteen and one-half percent (14.5%) towards the cost of coverage under the HDHP plan, dental and vision plans. Effective July 1, 2023, employees shall contribute fifteen percent (15.0%) towards the cost of coverage under the HDHP plan, dental and vision plans. Effective July 1, 2024, employees shall contribute fifteen and one-half percent (15.5%) towards the cost of coverage under the HDHP plan, dental and vision plans.

An employee may, at his/her option subscribe to two-person or family coverage. Effective July 1, 2022, said employee shall contribute an amount equal to 25% of the difference between the cost for the coverage selected and single coverage for the HDHP/HSA Plan.

The district may change carriers for the benefits mentioned above provided that the coverage provided is substantially equivalent to or better than the coverage specified above on an overall basis.

#### B. Voluntary Waiver of Health Insurance Coverage

1. Any paraeducator may elect, on a completely voluntary basis, to waive Board-provided health insurance coverage. Paraeducators electing to do so shall sign a voluntary waiver of coverage form prior to the beginning of any contract year.
2. In consideration of such voluntary waiver of insurance, the Board will pay \$1,800. per year in twenty-two (22) equal installments each year that the waiver is in force provided the paraeducator was employed by the Board by September 15 of that school year.
3. Any paraeducator who, because of changed circumstances, wishes to revoke his or her insurance waiver may do so by notifying, in writing, the Superintendent of Schools. Upon receipt of such notification, the Superintendent will contact the applicable insurance carriers and request reinstatement of the paraeducator under Board-approved health insurance coverage.
4. Insurance coverage waivers are subject to any limitations or restrictions which may be imposed by the applicable insurance carriers. Paraeducators who waive insurance coverage and subsequently apply for reinstatement shall be subject all reinstatement provisions imposed by the applicable insurance carriers including any waiting period or periods. The terms of this waiver provision must also be acceptable to the underwriting carriers.
5. A paraeducator may elect to “step down” from one’s eligible medical insurance coverage to a lower level of coverage consistent with the various options offered by the school district. In consideration of such a voluntary reduction in medical insurance benefits, the Board will pay:
  - a) if one elects to “step down” from family to zero coverage; not less than \$1,800.

- b) if one elects to “step down” from family to single coverage; not less than \$1,000.
- c) if one elects to “step down” from family to dual coverage; not less than \$600.
- d) if one elects to “step down” from dual to zero coverage; not less than \$1,800.
- e) if one elects to “step down” from dual to single coverage; not less than \$400.
- f) if one elects to “step down” from single to zero coverage. not less than \$1,800.

C. Self Insurance – The Board shall have the right to self-insure in whole or part in order to provide the insurance coverages set forth above, provided that there shall be no reduction or diminution in the above coverage on an overall basis and no increase in expense to any bargaining unit members, and provided further that coverages which result from self-insurance are at least equal to coverage described above, in terms of coverage, benefits and administration on an overall basis.

#### **ARTICLE XVI – JURY LEAVE**

An employee who is called for jury duty may receive the necessary leave to fulfill this legal obligation. This leave shall not be deducted from sick leave or personal leave days. The staff member shall receive a rate of pay equal to the difference between the professional salary and the jury fee. The Superintendent of Schools shall have the right to appeal the employee’s use for jury duty.

#### **ARTICLE XVII – LAYOFF AND RECALL RIGHT**

- A. In the event that layoffs become necessary the employee with the least seniority system wide affected shall be laid off first. When employees are to be recalled, the first to be recalled shall be the senior employee on the recall list.
- B. Laid-off employees shall have recall rights for a period of eighteen (18) months from the date of lay-off. An employee who waives recall rights and/or refuses recall from lay-off shall lose all recall rights.
- C. For the purpose of this Article, seniority shall be defined as an employee’s continuous length of service with Board from said employee’s most recent date of hire.
- D. All benefits except what the statutes provide at the time of a layoff including but not limited to such items as unused sick leave, pension rights, seniority, etc., shall be restored to the employee upon his/her return to active employment, if within the specified eighteen (18) months time period as defined above.
- E. All laid-off employees shall be notified by e-mail of job openings.

- F. No new paraeducators shall be hired until all laid-off paraeducators have been recalled and have been given notification by e-mail.
- G. If an employee has secured temporary employment elsewhere he/she shall be allowed 10 working days of time before being required to report to work.
- H. While on lay-off, the employee will have the option when permitted by Statute or the insurer to remain an active participant in fringe benefit programs by contributing the full amount.

### **ARTICLE XVIII – DISCIPLINE**

The discipline of any non-probationary employee in the bargaining unit shall be for just cause only. In most instances, a verbal and written warning shall have been given prior to the dismissal, but the parties recognize and agree that employees are subject to immediate discharge for serious misconduct, even if they have not been previously warned verbally or in writing.

### **ARTICLE XIX – INCLEMENT WEATHER CONDITIONS**

When students are released early because of inclement weather or other emergencies, bargaining unit members will be expected to complete their normal work day, unless excused on a case-by-case basis by the Superintendent of Schools or designee. Action by the Superintendent or designee in permitting bargaining unit members to leave work early under such circumstances in a particular case shall not be claimed or advanced as a practice or precedent for any future cases, whether similar or dissimilar. If bargaining unit members are permitted to leave work early, as provided above, they will receive full pay for their regularly scheduled hours.

### **ARTICLE XX – EMPLOYEE REVIEW OF OFFICIAL PERSONNEL FOLDERS**

- A. Employees desiring to review their official personnel folders will be permitted to do so by making an appointment through an Administrator.
- B. The employee will be afforded the opportunity to put on record any statement he/she wishes to make about unfavorable information contained in the mentioned folders.
- C. Any report or written statement of criticism with respect to a bargaining unit member which is to be placed in the member's personnel file must be given to the bargaining unit member in copy form. As provided in Section B above, the employee will be afforded the opportunity to put on record any statement he/she wishes to make about said written statement of criticism, and such rebuttal shall be placed in the employee's official personnel file.

### **ARTICLE XXI – SENIORITY**

For the purpose of this Article:

- A. Seniority is defined as an employee's continuous length of service with the Board from said employee's most recent date of hire, regardless of hours worked, provided that the employee would have met the eligibility requirements for inclusion in this bargaining unit.
- B. The employer shall prepare a Seniority list of bargaining unit employees on an annual basis and deliver said list with the salary schedule to the CSEA President/Co - President.
- C. An approved leave of absence shall not be construed as a break in continuous service; however, no accrual of seniority shall occur during an approved leave of absence.

### **ARTICLE XXII – ASSIGNMENT OF PARAEDUCATORS**

Paraeducators already in the school system shall receive notification of their employment (including days & regular hours to be worked) for the ensuing school year not later than the last day of school, not including makeup days, of the current year, provided the Board's budget has been approved by May 31<sup>st</sup>. Daily work schedules, including specific assignment within the system, will be available by the first day of work of the school year.

### **ARTICLE XXIII – TRANSFERS**

Notification shall be given to all employees of vacancies or new positions in the bargaining unit provided in Article IX above, and voluntary transfers to positions will be filled pursuant to that provision. Employees who are involuntarily transferred shall, upon request, be given a meeting with Superintendent at which time the reason for the involuntary transfer will be explained. Involuntary transfers within a job assignment remain at the sole discretion of the Superintendent. Currently this agreement recognizes one job classification, paraeducator.

### **ARTICLE XXIV – 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 pay check 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 employees, shall be remitted to CSEA SEIU Local 2001 within a week after the payroll period in which such deduction is made, together with a list of employees for whom any such deduction is made.
- D. The Union shall indemnify the employer for any liability or damages incurred by the Employer in compliance with this Article.

- E. The Board agrees to grant the necessary and reasonable time off, without discrimination or loss of seniority rights and without pay, to up to two (2) employees designated by the Union to attend the CSEA SEIU Local 2001 biannual labor convention or other official Union business, provided forty-eight (48) hours written notice is given by the Union, specifying the length of time.

#### **ARTICLE XXV – SEVERABILITY**

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

#### **ARTICLE XXVI – TEMPORARY DISABILITY LEAVE**

Temporary disability due to pregnancy will be treated the same as any other disability. The Board of Education agrees to adhere to the FMLA and its regulations for all eligible employees in the bargaining unit.

#### **ARTICLE XXVII – COMPENSATION**

- A. Wage rates are indicated in Appendix A of this Agreement, and reflect the following:
- An increase of 3.0% from 2021-22 to 2022-23.
  - An increase of 2.5% from 2022-23 to 2023-24 to all columns except the rightmost column, which increases by 1.0%.
  - An increase of 2.5% from 2023-24 to 2024-25 to all columns except the rightmost column, which increases by 1.0%.
- B. Bargaining unit members shall receive a wage differential of 50 cents (\$0.50) per hour actually worked provided their assignment regularly includes providing:
1. Diapering or direct physical assistance of students with developmental delays requiring a toileting protocol. (Example but not limited to: Grade 4 student who needs physical support with toilet training) or regular and ongoing specialized assistance for students with significant needs who require support with activities of daily living (bodily fluids) that are not developmentally appropriate;
  2. If their assignment includes the use of special feeding techniques (including but not limited to tube feeding); or
  3. If their assignment regularly includes work with any student who requires ABA/DTI methods as required by an IEP.

Stipends shall be paid regularly throughout the year via the regular payroll process.

Bargaining unit members shall receive an annual stipend of five hundred dollars (\$500) if their assignment regularly requires them to enter the pool with students.

- C. The Board shall replace or reimburse the employee for any eyeglasses (up to \$150) damaged or destroyed while carrying out their job duties.

## **ARTICLE XXVIII – HOLIDAYS**

- A. All ten-month employees shall receive the following paid holidays:

New Year's Day  
Martin Luther King's Designated Birthday  
President's Day  
Good Friday  
Memorial Day  
Columbus Day / Indigenous Peoples' Day  
Thanksgiving  
Day after Thanksgiving  
Christmas Eve  
Christmas  
Labor Day pay will be added each school year when the work year starts for employees before Labor Day

- B. 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 week-end shall be celebrated as follows:

1. If a holiday falls on a Saturday, it will be celebrated on the previous Friday.
2. If a holiday falls on a Sunday, it will be celebrated on the following Monday.
3. If school is in session on any of the holidays listed, the parties will mutually agree on an alternate day off with pay during the next available school vacation.

- C. Payment for each holiday shall be computed by dividing an employee's base salary by 184. Holiday pay shall be added to base salary each year to calculate biweekly compensation.

- D. If the day before Thanksgiving and the last day of school before Christmas vacation are minimum days for students, paraeducators may leave upon receipt of permission from the Superintendent or designee, one half-hour or sooner after the students have been dismissed, without loss of pay. All other minimum days for students, e.g., teacher conference days and the first and last day of school, shall be full days.

- E. The Board of Education will not schedule work for paraeducators on any of the holidays listed in Article XXVIII without negotiating it in advance with the Union.

- F. No employee shall receive holiday pay unless they have worked their scheduled hours of the work day before and their scheduled hours of the work day following the day on which the holiday is observed with the exception of bereavement or medical event as follows: Should a member of the employee's immediate family or a family member bereavement occur on the day before and/or the day after a holiday, holiday

pay shall be granted to the employee. Should the employee become ill on the day before and/or after a holiday, holiday pay shall be granted to the employee upon submission of a doctor's note.

**ARTICLE XXIX – TUITION FOR CHILDREN OF PARAEDUCATORS**

- A. The paraeducator must pay tuition, for any given school year, equal to 50% of the general education per-pupil cost as determined by the District's Business Office.
- B. Admission of new students shall be subject to available space as determined based upon the District's class-size guidelines.
- C. Once admitted, a student shall be allowed to remain through sixth grade irrespective of the class-size guidelines, provided the paraeducator remains employed by the Board of Education.
- D. The paraeducator shall be responsible for any cost beyond general education per-pupil cost, including any special services required for the student such as one-to-one assistant, out-of-district services, testing and the like.
- E. The school shall not be responsible for transporting the student.
- F. Payment of such tuition and/or additional costs shall be made through payroll deduction.

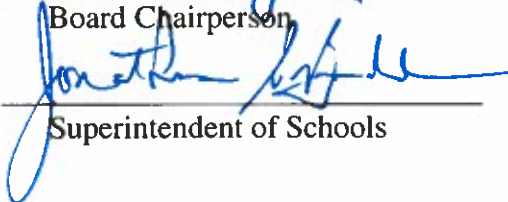
**ARTICLE XXX – DURATION**

The provisions of this Agreement shall be in full effect from July 1, 2022, and shall continue in force through June 30, 2025.

**WOODBRIAGE BOARD OF EDUCATION**

By:   
Board Chairperson

6-1-2022  
Date


By:   
Superintendent of Schools

6/1/2022  
Date

**WOODBRIAGE PARAEDUCATORS ASSOCIATION CSEA SEIU LOCAL 2001**

By:   
Union Staff Representative

6/1/22  
Date

By:   
Local President

5.31.22  
Date



## APPENDIX A

### Compensation

#### I. SALARY SCHEDULE 2022 – 2025

	<b>Base Rate</b>	<b>Seniority prior to 7/1/20</b>	<b>Seniority prior to 7/1/12</b>	<b>Seniority prior to 7/1/02</b>	<b>Seniority prior to 7/1/98</b>
<b>2022-23</b>	\$19.78	\$20.16	\$20.57	\$20.78	\$22.72
<b>2023-24</b>	\$20.27	\$20.66	\$21.08	\$21.30	\$22.95
<b>2024-25</b>	\$20.78	\$21.18	\$21.61	\$21.83	\$23.18

#### II. LONGEVITY PAYMENTS

Unpaid leaves of absence taken prior to July 1, 2013, shall be considered continuous service. Leaves of absences taken on or after July 1, 2013 (other than routine sick leave) will be deducted from the employee's "years of service" for purposes of calculating eligibility for longevity pay. In addition, years of service outside of the bargaining unit, including less than 20 hour paraeducator positions, shall not be counted towards eligibility for longevity pay.

##### Full time employees:

Effective July 1, 2003 longevity payments for full-time employees are credited each July 1<sup>st</sup> after an employee has completed the requisited number of years of service based on date of hire.

Each employee eligible for longevity pay will receive the pay in one installment on the last pay date of the fiscal year.

1. After five (5) years                   \$300.00
2. After fifteen (15) years           \$600.00
3. After twenty (20) years           \$1,000.00

##### Part-time employees:

Effective July 1, 2003 longevity payments for part-time employees are credited each July 1<sup>st</sup> after an employee has completed the requisite number of years of service based on date of hire.

Each employee eligible for longevity pay will receive the pay in one installment on the last pay date of the fiscal year.

1. After five (5) years                   \$150.00
2. After fifteen (15) years           \$300.00
3. After twenty (20) years           \$500.00