COLLECTIVE BARGAINING AGREEMENT

between the

BETHANY BOARD OF EDUCATION

and

CSEA, SEIU LOCAL 2001

July 1, 2026 - June 30, 2029

TABLE OF CONTENTS

	PREAMBLE	1
ARTICLE I	RECOGNITION	1
ARTICLE II	MANAGEMENT RIGHTS	1
ARTICLE III	UNION MEMBERSHIP	2
ARTICLE IV	UNION RIGHTS/ACTIVITIES	3
ARTICLE V	COMPLETE AGREEMENT	4
ARTICLE VI	WORK SCHEDULES	5
ARTICLE VII	COMPENSATION	7
ARTICLE VIII	INSURANCE	8
ARTICLE IX	LEAVE PROVISIONS	11
ARTICLE X	PROBATIONARY PERIOD/LAYOFFS	13
ARTICLE XI	DISCIPLINE	15
ARTICLE XII	GRIEVANCE PROCEDURE	16
ARTICLE XIII	MISCELLANEOUS	17
ARTICLE XIV	DURATION	18

PREAMBLE

This Agreement is made and entered into by and between the Bethany Board of Education (hereinafter referred to as the "Board" or "Employer") and CSEA, SEIU Local 2001 (hereinafter referred to as the "Union").

ARTICLE I
RECOGNITION

Section 1.1
Pursuant to the certification of the Connecticut State Board of Labor Relations dated June 29, 2007, the Board hereby recognizes the Union as the exclusive representative for the purposes of collective bargaining for all regular full-time and regular part-time paraprofessionals employed by the Board, excluding temporary substitutes, and supervisors and any other employees excluded by the Municipal Employee Relations Act, Conn. Gen. Stat. 7-467 et seq. (the "Act").

Section 1.2
The term "employee" as used in this Agreement shall mean all full-time and part-time Special Education and Regular Education Paraprofessionals, excluding temporary substitutes, who are employed by the Board.

ARTICLE II
MANAGEMENT RIGHTS

Section 2.1
Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Board has and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it and it shall have the sole and unquestioned right, responsibility and prerogative of management of the affairs of the Board and direction of the working forces, including but not limited to the following:

a. To maintain the public school and such other educational activities as in its judgment will best serve the interests of the students of Bethany;

b. To determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the Board;

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

d. To discontinue processes or operations or to discontinue their performance by employees;

e. To select and to determine the number and types of employees required to perform the Board's operations;

f. To employ, transfer, promote or demote employees, or to lay off, discipline, suspend, terminate, furlough or otherwise relieve employees from duty for lack of work or other legitimate reasons;

g. To prescribe and enforce reasonable rules and regulations provided such rules and regulations are made known to employees affected by them, including but not limited to prescribing rules for the maintenance of discipline and for the performance of work in accordance with the requirements of the Board;

h. To establish contracts or subcontracts for any of the Board's operations, provided that this right shall not be used for the purpose or intention of undermining the Union or of discriminating against its members. All work customarily performed by employees of the bargaining unit shall continue to be so performed unless the Board can show that it can be done more economically or expeditiously otherwise;

i. To create job specifications and revise existing job specifications as deemed necessary and to ensure that related duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees provided that, upon request, the Board agrees to negotiate with the Union regarding any significant impact which any such change may have on employees' wages, hours or other terms of employment;

j. To take any action which the Board reasonably believes is necessary to comply with any legal requirement regardless of the restrictions imposed by any terms and conditions of this Agreement.

ARTICLE III
UNION MEMBERSHIP

Section 3.1

During the term of this Agreement, each employee retains the freedom of choice of whether or not to become or remain a member of the union. The Board shall provide the Union with electronic notification of all members that leave employment within seven (7) days of the date of termination. During the benefits orientation session, the Board shall provide the new hire with a union supplied informational packet and advise them of the name of the local chapter union officer.

Section 3.2
The Union shall notify the Board in writing regarding the rates for fees and dues, the types of which are specified in Section 3 below. Further, the Union shall supply the Board with written notice provided at least thirty (30) days prior to the effective date of any change in such rates for fees and dues. It shall be the sole responsibility of the Union to solicit employees.

Section 3.3
The Board agrees to deduct from the pay of bargaining unit members such uniformly required membership dues, initiation fees, or reinstatement fees as may be fixed by the Union provided that employees submit to the Board individual written authorizations for such deductions. Such deductions shall continue for the duration of the Agreement or any extension thereof provided that the Board has written authorization from the employees to make such deductions.

Section 3.4
The deduction of fees or dues for any month shall be remitted to the financial officer of the Union. The Union shall supply to the Superintendent the name and address of said financial officer. The regular Union dues remittance to the Union will be accompanied by a list of names of employees from whose wages the deductions have been made.

Section 3.5
If the employee's wages are insufficient to cover fees or dues deductions, the Board will not make any such deductions from that employee's pay check. However, upon written request of the Union, indicating the amount of the deduction, the Board will recoup any missed fees or dues deductions from the employee's subsequent wage payments.

Section 3.6
The Union agrees to indemnify and save the Board harmless against any and all claims, demands, suits or other forms of liabilities, including but not limited to, all legal fees and costs that shall arise out of or by reason of any action taken or not taken by the Board for the purpose of complying with any of the provisions of this Article of the Agreement.

ARTICLE IV
UNION RIGHTS/ACTIVITIES

Section 4.1
Union shall notify the Board in writing of the names of all officers, stewards and staff representatives.

Section 4.2

The Board shall provide each member of the bargaining unit with a copy of this Agreement within thirty (30) days of its signing. The Board agrees to provide a copy of the Agreement and the name of the Union steward or staff representative to all new bargaining unit members.

Section 4.3
The Board shall prepare a list of employees covered by this Agreement showing their length of service and shall provide a copy of such list to the Union staff representative annually. The Board will use its best efforts to prepare and provide such listing by September 15 of each year. If the Union does not object to the listing in writing provided to the Board by October 15 or within thirty (30) days of the date the list is provided to the Union, whichever is later, then such listing will be presumed to be correct for all purposes under this Agreement.

Section 4.4
Whenever space is available, the Board shall permit the Union to use School property before or after work for Union meetings relating to issues affecting this bargaining unit.

Section 4.5
A duly authorized officer of the Union may request permission from the Superintendent or his/her designee to enter the Board's premises and meet with Union members outside of normal working hours. The Union representatives shall in no way interfere with the normal operation and procedure of Board business.

Section 4.6
Where available, the Board shall provide bulletin board space for the posting of Union notices and other communications. Such notices shall be identified by a signature of an officer or stamp of the Union.

ARTICLE V
COMPLETE AGREEMENT

Section 5.1
It is understood and agreed that this Agreement contains the complete agreement of the parties and that it may be amended or altered only by mutual agreement in writing signed by the parties. The Board and the Union agree that each had a full opportunity to raise issues, and that all matters to be included in this Agreement have been presented, discussed and incorporated herein or rejected.

ARTICLE VI
WORK SCHEDULES

Section 6.1 – Definitions

As used in this Agreement, the term "regular full-time employee" means an employee who is regularly scheduled to work at least thirty (30) hours per week in a bargaining unit position.

As used in this Agreement, the term "regular part-time employee" means an employee who is regularly scheduled to work fewer than thirty (30) hours per week in a bargaining unit position.

Section 6.2 – Work Year

The work year shall be the number of student instructional school days included in the approved school year calendar for any given school year. In addition to the student school days, paraprofessionals shall be required to attend a total of six (6) days of paid professional development, which shall be scheduled by school administration. Administration shall have the discretion to split two days of professional development into half days (up to a maximum of four (4) half days). Any additional professional development days assigned by the Superintendent will be paid.

Section 6.3 – Schedules

Each bargaining unit member shall be notified of their position for the following school year by the last day of the school year. By the last day of the school year, bargaining unit members shall also be notified of the date of any professional development that will occur prior to the start of the next school year.

The schedules of employees shall be determined by administration. It is mutually understood and agreed that the normal workday/workweek for any employee will vary from time to time subject to the requirements of the job as directed by the Superintendent or his/her designee.

If employees work additional duties beyond their normally scheduled hours at the direction of the Superintendent or his/her designee, such as riding the school bus with a student or attending a field trip that lasts longer than the employee's normal schedule, the employee shall be paid at his/her hourly rate for such additional hours worked.

On school days that are scheduled to be shortened days for students for the purpose of allowing staff professional development after the students leave school, paraprofessionals shall work their regular schedule and attend professional development.

Section 6.4 – Overtime

Reasonable amounts of overtime may be required. Time and one-half shall be paid for all work performed in excess of forty (40) hours in any one (1) work week.

Section 6.5 - Lunch Break

All regular full-time employees shall receive a thirty (30) minute unpaid duty-free lunch break. All part-time employees who normally work between twenty (20) hours and twenty-nine and one-half (29.5) hours per week shall receive a twenty (20) minute paid lunch break, except that part time employees shall receive a thirty (30) minute unpaid duty-free lunch break for days on which they are regularly scheduled to work seven (7) hours. Said breaks shall be arranged in cooperation with the Superintendent or his/her designee.

Section 6.6 –Delayed Openings/Early Dismissals/Closings
When school has a delayed opening due to inclement weather or other emergency, and the Superintendent has made announcement of such, employees are expected to report to work at the delayed opening time and paid for their normal schedule. If school is closed early due to inclement weather or other emergency, employees shall be dismissed by the Superintendent or his/her designee and paid for their normal schedule. On scheduled early dismissal days, employees shall be paid for actual hours worked.

Section 6.7 - Postings
When new jobs, or job vacancies are created within the Union, the Superintendent or his/her designee shall post the job title, job description and location for a minimum of one (1) week and notify the Chapter President of such posting. Each employee who is interested will have the opportunity to apply for said opening(s). The Superintendent or his/her designee, shall consider internal applicants seeking to transfer, providing they are qualified and have relevant knowledge, experience and background. The decision regarding the applicant selected for the position shall be made at the discretion of the Superintendent or his/her designee based on the best interest of the students and district. The Superintendent or his/her designee, retains the right to fill positions from outside the Unit.

Section 6.8 - Class Coverage
While temporarily covering and supervising classrooms in the absence of a teacher for thirty (30) or more consecutive minutes, the employee shall be compensated at the employee's regular rate of pay plus $2.00 per hour.

Any calculation of overtime payment that is accrued pursuant to this Article shall be based on the bargaining unit employee's normal hourly wage rate and shall not include the class coverage stipend.

Section 6.9 - Toileting
An employee who, as part of their regular assignment, as determined by the Superintendent or his/her designee, providing ongoing diapering or toileting assistance to children with disabilities that require daily assistance with the personal hygiene related to toileting shall receive a stipend of five hundred dollars ($500.00) per school year, to be paid in two (2) installments and prorated if the assignment begins or ends during the school year. If the student is served by more than one (1) paraprofessional, the stipend shall be split among all of the paraprofessionals who

are regularly assigned to assist the student with toileting. This stipend does not apply to assistance or supervision of the bathroom for small children, such as what typically occurs in preschool or kindergarten.

ARTICLE VII
COMPENSATION

Section 7.1 - Wages
Wages shall be provided as noted in Appendix A.

Section 7.2 - Pay Options
Full-time employees shall have the following pay options:

- Twenty-two (22) payments over a ten (10) month period. Final pay will be issued on the last pay date in June.
- Twenty-six (26) payments over a ten (10) month period with a lump sum payment being made on the last pay date in June for pay due in July and August.

Payroll must be notified in writing which option you elect for the following school year prior to your last day of work in June. In no case may changes be made after the first working day in the school year.

Section 7.3 - Direct Deposit
All employees will be paid via direct deposit only.

Section 7.4 – Longevity Payment
Employees who have worked as a paraprofessional for the Bethany Board of Education for at least 10 years but less than 20 years shall receive an annual longevity payment of $750

Employees who have worked as a paraprofessional for the Bethany Board of Education for at least 20 years shall receive an annual longevity payment of $1,250.

ARTICLE VIII
INSURANCE

Section 8.1 – Health Insurance
The Board shall provide health insurance coverage for regular full-time employees as defined in this Agreement and his/her eligible dependents. Regular part-time employees shall not be eligible for health insurance benefits in accordance with the provisions of this Article.

The Board shall offer a High Deductible Health Plan (HDHP) with a Health Savings Account (HSA). The premium cost share for the HSA Plan for regular full-time employees shall be twenty-five percent (25%) of the total HSA premium for single, couple, or family coverage. The Board shall pay the remainder of the HSA premium.

The HSA plan shall have the following attributes:

Cost Shares Provisions	In-Network	Out-of-Network
Contract Year Plan Deductible	$2,500 per Individual $5,000 per Family	$3,500 per Individual $7,000 per Family
Contract Year Plan Out-of-Pocket Maximum	$3,000 per Individual $6,000 per Family	$5,000 per Individual $10,000 per Family
Prescription Drug Coverage Retail Pharmacy (up to 30 day supply)	$5/$25/$40 after plan deductible	20% after plan deductible
Prescription Drug Coverage Mail Order Pharmacy (up to 90 day supply)	$10/$50/$80 after plan deductible	100%
Lifetime Maximum	Unlimited	Unlimited
Preventive Care	No member cost	20% after plan deductible

The Board will contribute $1,250 towards the deductible for single coverage and $2,500 for two person and family coverage. The Board's contribution toward the HSA deductible will be deposited into the HSA accounts in two (2) installments, made in September and February. The parties acknowledge that the Board's contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for active employees. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment.

The Board shall make available a Health Reimbursement Arrangement (HRA) for any active employee who is precluded from participating in a Health Savings Account (HSA) because he/she receives Medicare and/or veterans' benefits. The annual maximum reimbursement by the Board for employees participating in the HRA shall not exceed the dollar amount of the Board's annual HSA contribution for employees enrolled in the HSA. The Board shall have no responsibility for any administrative and/or monthly costs associated with the set-up and/or administration of the HRA.

Section 2

Subject to the payment provisions described in Section 1 above, regular full-time employees shall be eligible for the health insurance plan offered by the Board for themselves and for their dependents, subject to any and all eligibility and enrollment requirements established by the insurance carrier(s).

The Board may change insurance administrators/carriers/plans or self-insure for any of the medical and/or dental insurance benefits described in this Article, provided that the Board determines that the overall level of benefits, when considered as a whole, are substantially comparable to the overall level of benefits in existence prior to such change. Whenever possible, the Board will provide the Union and members of the bargaining unit with at least thirty (30) days advance notice of the Board's intent to change carriers or self-insure.

Where financially feasible, the Board may also offer an alternative insurance plan to employees who are eligible for health insurance coverage. The Board shall have the right to determine the employee contribution percentage(s) for such plan(s). If an alternative plan is offered by the Board to employees in this bargaining unit, regular full-time employees may select either of the plans offered by the Board and pay the designated premium cost share for the plan they select.

Should any Federal statute or regulation pertaining to Internal Revenue Code §49801 be mandated to take effect during the term of this agreement triggering the imposition of an excise tax with respect to any of the contractually agreed upon insurance plans offered in the parties' collective bargaining agreement, the parties agree to commence mid-term negotiations to address the excise tax in accordance with MERA. Such negotiations shall be limited solely to the distribution of payment of the excise tax, health insurance, health insurance plan offerings and/or design, health insurance coverage, and premium cost share. No other provision of the collective bargaining agreement shall be subject to this reopener.

Section 8.2 – Dental Plan

The Board shall provide dental insurance coverage for regular full-time employees as defined in this Agreement and his/her eligible dependents. The Board shall pay the same percentage of the premium that it pays toward the health insurance plan. The remainder shall be paid by the employee. Regular part-time employees shall not be eligible for dental insurance benefits.

Section 8.3 – Life Insurance/AD&D

The Board shall provide group life insurance and accidental death and dismemberment (AD&D) coverage for, regular full-time employees as defined in this Agreement for the employee only in the amount of twenty thousand dollars ($20,000.00). Regular part-time employees shall not be eligible for group life insurance and accidental death and dismemberment (AD&D) coverage.

Section 8.4 - Plan Changes

The Board shall not be responsible for any plan changes or administrative requirements which may be imposed by any of the insurance companies providing benefits under this Agreement. In the event of any substantial plan changes imposed by insurance carriers (i.e. premium costs, coverage limits, etc.), the parties agree that upon request, they shall negotiate over the impact of such changes.

Section 8.5 - Insurance Buyout Option

Full-time employees eligible for family and employee + one coverage may receive an annual insurance buyout of $2,000 in lieu of health (medical and dental) insurance coverage provided under this Article, paid in two (2) installments (September and February). Employees who receive health or dental insurance coverage from the Bethany Board of Education through a spouse or parent are not eligible to receive the buyout option. Employees who are not employed for the full school year shall receive a prorated payment. Employees not employed as of January 1 shall not be eligible for such payment.

This request must be made in writing prior to June 30 of the school year preceding the school year in which payment is requested or upon initial employment. The availability of this benefit and the reinstatement of any insurance benefits are subject to the terms of the Board's insurance policies prevailing at the time the employee seeks payment in lieu of insurance or reinstatement and is contingent upon no additional cost being assessed against the Board as a result of an employee's exercise of his/her options under this section. At no time shall the Board be deemed a self-insurer.

Part-time employees are not eligible for this benefit.

ARTICLE IX
LEAVE PROVISIONS

Section 9.1 – Sick Leave

Sick leave is defined as absence from work because of personal illness or physical incapacity of the employee which is not determined to be a work-related injury or illness for which benefits are provided under the Workers' Compensation statutes.

Regular full-time employees as defined in this Agreement, shall accrue fifteen (15) days of sick leave with full pay each school year. Sick days may be taken in full day or half-day increments. Unused sick leave may be accumulated year to year up to a maximum of one hundred (100) days for use in subsequent years.

Regular part-time employees as defined in this agreement shall accrue ten (10) days of sick leave with full pay each school year. Unused sick leave may be accumulated year to year up to a maximum of fifty (50) days for use in subsequent years.

For any partial year of service, sick leave will be prorated at the rate of one (1) day for each calendar month worked, not to exceed ten (10) days. At the beginning of the next school year, the employee will be eligible for the sick accrual indicated above based on their employment status.

Up to five (5) days of the employee's accrued sick leave may be used for illness of the employee's spouse, parent, child, foster child or stepchild. Medical verification may be requested by the Superintendent or his/her designee.

Section 9.2 – Medical Certification

The Superintendent or his/her designee may require a health care provider certification for any sick leave of four (4) consecutive working days or when there is a pattern of sick day usage that is cause for suspicion of misuse, the Superintendent or his/her designee may request the employee to present a doctor's certification explaining the absence. The certification must state the expected duration of any absence.

Section 9.3 - Personal Leave

With approval from the Superintendent or his/her designee, all employees hired prior to January1, shall be entitled to up to three (3) paid personal leave days for pressing personal business that cannot be transacted outside of working hours. Personal leave days shall not normally be granted the day before or the day following a school vacation and/or holiday. Personal day requests must be submitted forty-eight (48) hours prior to the date requested. Failure of the employee to provide such appropriate notification shall mean the forfeiture of pay for the requested period. Unused personal days cannot be accumulated from year to year. Employees hired after January 1 shall be eligible for pro-rated personal leave, consistent with their date of hire.

Section 9.4 - FMLA

The Board shall allow eligible employees leaves of absence without pay as required by the federal Family and Medical Leave Act of 1993 and Public Act No. 12-43 § 1, as each may be amended from time to time. Paid leave benefits (i.e. vacation and sick leave) will be utilized concurrently with FMLA leave, such that all paid leave is exhausted before the employee's FMLA leave becomes unpaid.

Section 9.5 - Jury Duty

Any employee required to report for jury duty shall be paid the difference between the per diem salary that he/she receives and any compensation received for jury duty. Employees who receive summons for jury duty must provide a copy of the jury summons to the Superintendent or his/her designee one week prior to date of jury duty. Jury duty leave will not be deducted from paid leave days. Payment will not be given until confirmation from the court is provided that the employee served.

Section 9.6 - Workers Compensation

Workers' Compensation, as distinguished from sick leave, shall mean paid leave given to an employee due to absence from duty caused by accident or injury that occurred while the employee was engaged in the performance of his/her duties. The Board of Education covers all employees with workers' compensation insurance, which pays an eligible employee a percentage of his/her earnings during the period of his/her absence. An employee on approved workers' compensation leave shall accrue seniority while on leave.

Section 9.7 - Bereavement

a. In the event of the death of a member of an employee's immediate family, the employee shall be granted up to (5) five paid days off per occurrence. For purposes of this section, immediate family shall be defined to include the following: spouse, child, stepchild, grandchild, parent, any relative domiciled with the employee or stepparent or any relative or individual for whom the employee is the legal guardian.

b. In the event of the death of an employee's sibling, grandparent or in-law, the employee shall be granted up to two paid days off per occurrence.

c. The Superintendent, in his/her sole discretion, may grant additional bereavement days for deaths of persons who are not in the employee's immediate family. An employee may request personal leave to attend the funeral for any family member.

Section 9.8- Leave without Pay

Any employee with three (3) or more years of service may request a leave of absence without pay by making said request in writing to the Superintendent. The granting of an unpaid leave is subject to a recommendation of the Superintendent and approval of the Board and shall be limited to the following purposes:

a. Catastrophic illness or injury of the employee, the employee's spouse or the employee's child, which lasts beyond the period of allowed sick leave specified above, provided such unpaid leave shall not exceed one (1) year.

b. Child rearing during the post childbirth period after the employee's physician attests that her disability has ended and she is physically capable of resuming her regular duties without restriction. Said leave shall not exceed three (3) months.

Employees may not take unpaid leave without express prior permission from the Superintendent. Any unauthorized absence (regardless of the duration of such time taken or whether the absence is paid or unpaid) may result in disciplinary action, up to and including dismissal.

Section 9.9 – Holidays

a. Full-time employees shall be eligible for the following paid holidays:

Labor Day

Thanksgiving Day
Day after Thanksgiving
Christmas Day
New Year's Day
Martin Luther King Day
President's Day
Memorial Day

Holidays shall be observed in accordance with the annual school calendar. If school is in session on one of these days, employees shall work on the holiday at their regular rate of pay and shall be granted a floating holiday.

b. In order to qualify for holiday pay, an employee shall have worked on the regularly scheduled workday prior to and the next regularly scheduled workday following the holiday, unless the employee is on previously approved paid leave, as authorized, in writing, by the Superintendent.

ARTICLE X
PROBATIONARY PERIOD/LAYOFFS

Section 10.1 – Probationary Period
The probationary period for all new employees in the bargaining unit shall be ninety (90) days worked, which may be extended up to an additional thirty (30) days worked, during which time the employees shall have no seniority rights. The Chapter President and the employee shall be notified in writing of any such extension of the probationary period. An employee may be disciplined up to and including termination of employment during the probationary period for any reason and shall have no recourse to the grievance procedure provided for in this Agreement. Upon satisfactory completion of the probationary period, an employee's seniority shall date back to the commencement of employment in the Union position.

Section 10.2 - Seniority
Seniority is defined as an employee's continuous length of service with the Board from the employee's most recent date of hire, regardless of hours worked except as provided for in Section 3.

Section 10.3 - Rehire
Employees who resign and are rehired within one (1) year from the date of resignation shall have credit for seniority up to the break in service restored.

An employee's seniority rights shall not accrue during any approved leave of absence other than leave taken due to a workers' compensation injury or any layoff of less than eighteen (18) months. In these instances, an employee's seniority shall

be frozen at the amount accrued on the day prior to the leave and shall be reinstated if the employee returns to work at the end of the leave.

The Board shall prepare a seniority list of bargaining unit employees on an annual basis and provide said list to the Chapter President.

Section 10.4 - Layoff

In the event the Board reduces the bargaining unit workforce factors such as seniority, qualifications and performance shall be considered in making such a decision. The Board shall notify the affected employee(s) at least ten (10) working days before the effective date of the layoff.

In the event of a reduction in work force, the affected employee shall be offered the opportunity to displace the least senior employee who is in a position/assignment for which the affected employee is fully qualified to perform the work of the position. The affected less senior employee shall be laid off and placed on the recall list for the remainder of the recall period.

For the purposes of this Article, the Superintendent shall use the following criteria to decide whether a bargaining unit member is "fully qualified to perform the work of the position":

- Evaluation of performance
- Special Skills (e.g. signing for hearing impaired students)
- Specialized training (e.g. training or certification in DTI for autistic students)
- Experience with the particular program involved or type of student
- Physical ability

Section 10.5 - Recall

Employees who are laid off in accordance with the provisions of this Article shall be placed on a recall list. Employees on the recall list will be given the opportunity for vacant positions for which they are qualified. Employees shall have these "recall rights" for a period of eighteen (18) months from the date of their layoff, unless they waive these rights in one of the ways described below.

The Superintendent shall notify the laid off employee of a vacancy by certified mail, priority mail or the equivalent at their last known address, when the vacancy arises. The laid off employee shall notify the Superintendent in writing if they are no longer available for reemployment. It is also the responsibility of the laid off employee to keep the Superintendent notified of a change of address.

In the event any laid off employee refuses to respond to an offer of recall to position, within seven (7) calendar days of the postmark date of the recall notice, or otherwise refuses to return to work when recalled, he/she will be removed from the recall list and will no longer be considered eligible for recall.

In the event of recall, within the-eighteen (18) month time limit, the employee shall have credit for seniority up to the break in service restored. Neither seniority nor other benefits shall accrue during layoff.

ARTICLE XI
DISCIPLINE

Section 11.1
No employee shall be disciplined without just cause.

Section 11.2:
Nothing in this Section shall prohibit the Employer from bypassing progressive discipline when the nature of the offense requires and the failure to apply progressive discipline shall not in and of itself be cause for overturning the disciplinary action.

Section 11.3 - Interrogation
An employee who is being interrogated concerning an incident or action which may subject him/her to disciplinary action may request to have a Union Steward or Representative present.

Whenever practicable, the investigation, interrogation or discipline of employees shall be scheduled during the employee's work schedule.

Section 11.4
After a decision is made to impose a suspension or dismissal, the Superintendent or her/his designee will informally notify the Union of the contemplated discipline prior to imposing the discipline.

Section 11.5
Written notice of suspension or dismissal shall be sent to the employee by certified mail or an equivalent method or served in person. The Board will inform the Union of the suspension or dismissal in writing, if requested to do so by the employee.

Section 11.6
Grievances disputing suspensions or dismissal shall be filed directly at Step 2 of the grievance procedure.

ARTICLE XII
GRIEVANCE PROCEDURE

Section 12.1 - Definition
A grievance is hereby defined to be a complaint by an employee that his/her rights under the specific language of this Agreement have been violated and that, as to him/her, there has been a misinterpretation or misapplication 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 the remedy requested.

Section 12.2 - Procedure

A. LEVEL ONE – IMMEDIATE SUPERVISOR. Employees who have grievances are encouraged to attempt to work the matter out informally with the appropriate administrator. A grievance, in order to be valid, must be filed in writing with the aforementioned administrator, within ten (10) work days after the aggrieving action or after the employee knew, or should have known, of the act or condition on which the grievance is based. The aggrieved employee, union representative and the administrator shall meet in an effort to resolve the grievance. An employee filing a grievance at this level shall be represented by a Union steward or other Union representative. The administrator shall respond, in writing, to the Grievant and the Union within ten work days after the meeting concerning the grievance.

B. LEVEL TWO – SUPERINTENDENT OF SCHOOLS. In the event that the grievance is not resolved by the decision at Level 1, the Union may file a written grievance to the Superintendent of Schools with ten (10) work days after the decision at Level 1 or, if no decision is rendered within ten (10) work days of the meeting held at Level 1, the Union may file the grievance within twenty (20) work days from the meeting held at Level 1.

The Superintendent shall represent the administration at this level of the grievance procedure. Within ten (10) work days after receipt of the written grievance by the Superintendent, the Superintendent, or her/his designee, shall meet with the aggrieved person and a Union representative in an effort to resolve the grievance.

C. LEVEL THREE – BOARD OF EDUCATION. In the event that the grievance is not resolved at Level Two, or in the event that no decision has been rendered within ten (10) work days of the meeting held at Level Two, the Union may file a written Level Three grievance with the Board. Such grievance shall be filed within five (5) work days of the decision by the Superintendent, or within ten (10) work days after the Union or grievant first met with the Superintendent, whichever is sooner.

Within twenty (20) work days after receiving the written grievance, the Board shall meet with the Union and/or the grievant for the purpose of resolving the grievance and shall render a decision within ten (10) work days of said Level Three meeting.

D. LEVEL FOUR – IMPARTIAL ARBITRATION. In the event that the response at Level 3 does not resolve the grievance, or in the event no decision has been rendered within ten (10) days after the Level Three Meeting, then the Union shall have the right to file the grievance to the American Arbitration

Association (AAA) or the American Dispute Resolution Center (ADRC) for final and binding arbitration pursuant to the rules and regulations of said Board. The request for arbitration shall be in writing and must be filed with the Board of Arbitration no later than ten (10) working days after receipt of the written answer of the Board of Education under Level 2 above. Or, in the event that no written decision is rendered within ten (10) work days of the meeting held at Level 3, the Union may file the grievance within twenty (20) work days from the meeting held at Level 3.

The Arbitrator designated shall hear and decide only one (1) grievance at a time. His/her award shall be final and binding, except as otherwise provided by law. He/she shall be bound by and must comply with all terms of this Agreement and shall have no power to add to, subtract from, or in any way modify the provisions of this Agreement. The cost of arbitration shall be borne equally by both parties.

Section 12.3
Any time limits specified within this Article, except for the initial filing of a grievance may be extended in writing by mutual agreement of the Union and the Board or its designate, 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.

"Days" as used in this procedure shall mean working days, Monday through Friday, holidays excluded, whether or not otherwise noted. One week shall mean five such working days.

ARTICLE XIII
MISCELLANEOUS

Section 13.1 – Severability/Savings Clause
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, such provision or portion shall be severed from the Collective Bargaining Agreement, and the balance and remainder of the Collective Bargaining Agreement shall remain in full force and effect.

Section 13.2 – Resignation
An employee wishing to terminate employment with the Board is required to submit two (2) weeks prior written notice of resignation to the Superintendent. Employees who voluntarily resign are not entitled to any payout of sick leave, personal leave or fringe benefits

ARTICLE XIV

DURATION

This Agreement shall be effective July 1, 2026 and shall remain in effect through June 30, 2029.

IN WITNESS WHEREOF, the parties hereto have set their hands this _____ day of _____, 2026.

Bethany Board of Education

Angelo Amato, Chair
Bethany Board of Education

CSEA, SEIU Local 2001

Jessica Graham
President

Stephen R. Ferrucci, III
Union Representative

APPENDIX A
HOURLY RATE

Effective July 1, 2026, all employees shall receive a 3.50% GWI and be paid $22.15.

Effective July 1, 2027, all employees shall receive a 3.50% GWI and be paid $22.93.

Effective July 1, 2028, all employees shall receive a 3.00% GWI and be paid $23.62.