COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CANTERBURY BOARD OF EDUCATION

AND

CANTERBURY PARAEDUCATORS

& LIBRARY DIRECTORS

MUNICIPAL EMPLOYEES UNION INDEPENDENT, INC.

JULY 1, 2024 - JUNE 30, 2027

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PREAMBLE

This agreement is made and entered into by and between the Board of Education of the Town of Canterbury, hereinafter referred to as the “Board”, and the Municipal Employees Union Independent, Inc. hereinafter referred to as the “Union”. This agreement is negotiated in order to affix the term of the agreement, wages, and other working conditions provided herein. Unless otherwise indicated, the term “Paraeducator” when used in this agreement shall refer to Paraeducators, Early Childhood Assistants (regular and special education), and Counselor Assistants.

ARTICLE 1
Recognition

1.1 The Board recognizes the Union as the sole and exclusive bargaining representative for the purpose of collective bargaining on matters of wages, hours of employment, and other conditions of employment for all Paraeducators (regular and special education) who work in the public school system of the Town of Canterbury.

1.2 Temporary Paraeducators who work less than ninety (90) consecutive days of a school year, who are hired to replace Paraeducators on authorized leaves of absence, are excluded from this Agreement.

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

ARTICLE 2
Management Rights

2.1 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 school system in all 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 determined the type of work to be performed by the personnel;
To assign all work;
To decide the methods, procedures, and means of conducting the work;
To select, hire, and demote employees, including the right to prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work with the requirements of the Board provided such rules and regulations are made known in a responsible manner to the employees affected by them;
To discharge or otherwise discipline any employee;
To promote, transfer, and lay off employees;
To decide the need for facilities;
To designate the schools or programs which shall be attended by the various students;
To prescribe rules for the management, studies, classification, and discipline for school programs;

In general, to control, supervise, and manage the operations of the school system and its staff under governing laws; 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 3
Union Security and Rights

3.1 Notice of New Hire/Orientation. The Board shall provide the Union with electronic notification of the name, job title, department, work location, phone number, home address, and email address, if available, of any newly hired employee within five (5) days of the date of hire.

3.2 Upon receipt of a voluntary authorization, signed by the employee the Board agrees to deduct from the pay of such employee membership dues as may be fixed by the Union. Such deductions shall continue for the duration of the agreement or any extension thereof. An employee may withdraw from membership in the Union by giving written notice to the Union and the Board, which notice must be received or postmarked within the period of June 1 to June 15, inclusive, in any calendar year in which the agreement is in effect.

3.3 The Union shall supply to the Board written notice at least thirty (30) days prior to the effective date of any change in the rates of fees and dues.

3.4 The deduction of Union fees and dues shall be made during the applicable pay periods and shall be remitted to the financial officer of the Union no later than the third Thursday of the following month. The dues and/or service fees remitted to the Union will be accompanied by the list of names of employees from whose wages dues deductions have been made. The Board agrees to voluntary payroll deductions for the Union's political action fund. These deductions shall be consistent with federal and state law.

3.5 No dues or fees will be deducted while an employee is on unpaid leave or while collecting workers' compensation.

3.6 The Board agrees to provide space on bulletin boards in each building under its supervision, in which a member of the bargaining unit works, for the exclusive use of the Union.

3.7 The Union representative and/or steward shall be permitted, with the permission of the building Principal or the Superintendent of Schools, to enter any of the schools for the purpose of discussing, processing, or investigating grievances or for filling the Union's role as bargaining agent in accordance with school policy. Any Union representative or steward who enters buildings must comply with all safety rules and procedures promulgated by the school and shall not interrupt the workforce or the delivery of educational services in any manner.

3.8 The Board shall provide each employee with access to an electronic copy of the contract within thirty (30) days after the signing of this agreement. New employees shall be provided with access to an electronic copy of this agreement within thirty (30) days of being hired.

3.9 Employees shall have the right to request Union representation at conferences where discipline under Article 15 is likely to result. Such meetings shall be scheduled so as not to

conflict with the employee's regularly scheduled workday, although the parties may mutually agree to meet at another time. Any employee requested to stay beyond her/his workday shall be compensated at the regular hourly rate.

3.10 The Union shall indemnify and hold the Board harmless from any and all demands, suits, complaints and claims, including reasonable attorney's fees caused by or arising out of the administration or enforcement of this article.

3.11 The Union may use school buildings without cost for meetings, with advance notification to and authorization of the principal superintendent of the school to be used. Such authorization shall not be unreasonably withheld.

ARTICLE 4
Job Assignment and Hours of Work and Overtime

4.1 Paraeducators shall be compensated for all assigned work according to state statute.

a. Straight time will be paid for all hours worked up to and including forty (40) hours per week.
b. All work authorized to be performed in excess of forty (40) hours worked per week shall be paid at time and one-half.
c. Double time shall be paid for work on Sunday and holidays as established by this contract. Time and one half shall be paid for work on Saturday as established by this contract.
d. Work above and beyond the normal work schedule may be assigned when management determines necessary. Where the overtime applies to the extension of a particular Paraeducator's duties, preference will be given to that Paraeducator. If the Paraeducator to whom the overtime applies cannot take the additional work, offers for overtime will be given based on the following criteria: 1) experience with a student (when applicable), 2) experience within the building/age group (when applicable), 3) seniority, provided the employee has the competency to perform the task.
e. All employees will be notified of any summertime work in writing and applicants will be selected by seniority, provided the employee is qualified for the position.

4.2 Paraeducators shall be told prior to the end of the school year whether or not the Board anticipates the continuance of their position. If not, layoff and recall procedure shall be followed. The initial confirmation shall include tentative building assignment and length of workday. Confirmation of changes in the above, if any, will be provided by the building principal by the last day of school. It is recognized that the needs of the school might change when the schools open.

4.3 During the school year or during the summer, except for emergency situations, employees shall be notified in person of schedule changes or changes in work location at least two (2) weeks in advance. This time frame may be reduced by mutual agreement. If unable to reach an employee by telephone to schedule the personal meeting, a communication in writing shall be sent requesting a personal meeting. A copy of the notice of change will be sent to the Union.

4.4 All employees working five and three quarter (5¾) hours shall be entitled to a paid thirty (30) minute uninterrupted lunch. Employees working over four (4) hours but less than five and three quarters (5 3/4) shall be given a paid fifteen (15) minute break.
4.5 New hires will be provided with a salary notification form, including building and job assignment, and all existing relevant written materials (i.e. staff and student handbooks, emergency operations plan, fire drill diagram, welcome packet, etc.) within two (2) weeks of hire, plus a job description.

4.6 No employee shall be assigned to the same student for more than two years, except if the para has special qualifications, a unique skill set, or there is mutual agreement of the assignment.

ARTICLE 5
Seniority

5.1 Seniority for the purpose of this agreement is defined as the total length of an employee's most recent period of continuous service in the bargaining unit, including all authorized paid leave, providing the employee returns to work immediately at the conclusion of such leave. Seniority and seniority rights will not be accrued during an unpaid leave of absence or layoff, but such rights will not be lost by the employee because of such leave.

5.2 The Board shall prepare a list of all employees covered by this agreement showing their seniority in length of service with the Board and electronically deliver the same to the Union office by October 1 of each year. Upon completion of their probationary period, new employees shall be added to this list. If no mistakes are brought to the attention of the Board by November 1, the list shall be considered conclusive.

5.3 A newly hired employee shall be on probation for a period of ninety (90) calendar days and may be terminated by the administration in its sole discretion for any reason whatsoever, and neither the employee nor the Union, on her/his behalf, shall have recourse to the grievance or arbitration provisions of this agreement.

5.4 Seniority shall terminate

a. upon voluntary resignation or retirement;
b. upon discharge;
c. upon the expiration of recall rights after two (2) years of layoff or failure to respond to a recall opportunity.

5.5 An employee hired to fill a position of a Paraeducator on leave and who subsequently is hired into that regular position (with no break in service) will have her/his seniority and probationary period count from initial date of hire.

5.6 The Union steward who has been employed for at least six (6) months shall be deemed to have highest seniority for purposes of selection for layoff.

ARTICLE 6
Vacancy

6.1 Job vacancy is defined as an opening within the bargaining unit or a new position that might be appropriately classified in the bargaining unit.

6.2 The matter of filling job vacancies covered by this agreement shall be solely within the control of the school administration in accordance with the terms of this section. When two (2) or more applicants are substantially equal in qualifications, in the reasonable judgment of management, the applicant with the greatest seniority shall be appointed to the position.

6.3 All job openings covered by this agreement shall be dated and posted in each school for five (5) working days. All postings shall include total weekly hours for the posted position. A copy will be given to the Union steward, and the Union will be notified of the vacancy by email. If a vacancy occurs during the summer recess, the Union will be notified by mail at least ten (10) days before the closing date for the application.

6.4 Employees desiring to bid on the job shall file an application in writing within the posting time limit.

6.5 In filling vacancies, consideration shall be given first to the present staff on the basis of seniority and/or transfer requests, provided the employee is qualified for the position. If an employee is hired from outside the work force, the Board will notify the Union in writing at the time of the appointment of the new employee.

6.6 If an involuntary transfer is necessary to fill a position, the involuntary transfer shall not reduce an employee's regularly scheduled hours.

6.7 Paraeducators who desire another assignment shall file a written statement of such desire with the superintendent and a copy to her/his immediate supervisor. Such statement shall include the assignment(s) to which the Paraeducator desires to be reassigned. The assignment and transfer of Paraeducators is the responsibility of the building principal and special education director. However, the wishes of the Paraeducators will be honored to the extent that these considerations do not conflict with the instructional requirements and best interest of the school system and the pupils.

ARTICLE 7
Layoff and Recall

7.1 Whenever a reduction in work force is required, the reduction shall be made in the following manner: first probationary and temporary employees, and then permanent employees shall be laid off in inverse order of seniority with the Board except in cases of demonstrating a unique skill set.

7.2 Whenever a recall of employees is required, the recall shall be made in the inverse order of placement on the recall list, so long as the employee is qualified for the vacant position. Recall period shall be no longer than twenty-four (24) calendar months.

7.3 In the event of a layoff an employee who has more seniority may bump an employee with less seniority, provided that the employee with more seniority is qualified for the assignment of who he/she is bumping.

7.4 An employee who has been laid off and subsequently rehired within the recall period shall have her/his sick leave and seniority at the time of layoff restored.

7.5 In the event of a budgetary problem necessitating the possible layoff of Paraeducators, the Board will notify the Union prior to any notification of employees. The Paraeducator being laid off shall be notified in writing at least two (2) weeks before the layoff.

7.6 Employees on the recall list shall notify the superintendent's office of address changes. Notice of recall shall be sent to the last known address of the employee, return receipt requested, at least seven (7) calendar days before she/he must begin work.

7.7 Refusal of Work. In the event an employee refuses to return to work when recalled, her/his name will be removed from the list.

7.8 Failure to Respond. All rights under this article shall terminate upon failure to respond within seven (7) calendar days of receipt and the employee's name will be removed from the list.

7.9 An employee who is rehired after the elimination of her/his position or a layoff shall be placed at the same step on the pay scale as the employee was before separation.

7.10 Employees on the recall list shall be given first opportunity for available substitute work providing the individual is qualified.

ARTICLE 8
Personnel Records

8.1 An employee shall, on her/his request, be permitted to examine and copy any and all materials in her/his personnel file. The Union may have access to any employee's records upon presentation of written authorization by the appropriate employee.

8.2 No written evaluations or negative or derogatory material concerning an employee shall be placed in her/his personnel file without notice to the employee. Delivery of a copy to an employee marked "cc: personnel file" shall be adequate notice.

8.3 An employee may attach a comment to material in her/his personnel file with which she/he disagrees, which will be kept in the personnel file.

ARTICLE 9
Leave Provisions

9.1 Sick leave. Employees shall receive eleven (11) paid sick days with a maximum accrual of one hundred and twenty (120) days. Each employee shall be notified of her/his accumulated sick leave by June 30 of each fiscal year. Sick leave may be used in the following cases:

a. Personal illness;

b. Enforced quarantine of the employee in accordance with community health regulations;

c. Up to ten (10) days per year for illness of a member of the immediate family or a family member living in the employee's home, and that requires the employee's presence.

d. For sick leave greater than three (3) days' duration, if in the judgment of the Superintendent or her/his designee, there is evidence of sick leave abuse, a physician's statement verifying an employee's illness may be required.

9.2 Leaves for temporary disability. Whenever employees are disabled because of illness, injury, or reasons of maternity, they are entitled to accumulated sick leave for the period of actual disability.

Following childbirth or other medical procedure, medical documentation of the duration of the disability may be required. When an employee is considered able to return to work, she/he shall provide documentation indicating the date said employee may resume work.

9.3 Personal leave. Employees shall receive a total of four (4) personal days for (i) personal business that cannot be transacted outside of regular work hours; (ii) legal obligations; or (iii) religious holidays which require absence during work hours. Personal days are not cumulative. Personal leave may be used as follows:

a. Days may not be taken in a continuous manner except with the approval of the Superintendent.

b. An employee requesting personal leave must submit this request to his/her immediate supervisor at least forty-eight (48) hours in advance, except in cases of emergency, where an employee requesting leave must notify his/her supervisor as soon as possible. The granting of personal leave is contingent upon maintaining appropriate staffing levels in the district, as determined by the Superintendent or designee. The employee must indicate the reason for which the leave is being requested.

c. Other days without salary deduction in cases of emergency or hardship may be granted at the discretion of the superintendent.

d. Personal days shall not be used to extend a holiday or vacation. Except in the case of an emergency, requests for personal days that are immediately before or after a holiday or vacation period must be approved in advance by the Superintendent.

e. Absences for any reason not covered by the above provisions and permitted by the superintendent shall result in loss of wages for each day not worked. Such absences shall be reviewed on a case-by-case basis.

9.4 Bereavement leave.

a. In the event of a death in the immediate family of the employee, such employee shall receive five (5) consecutive work days' absence with pay.

b. Additional bereavement time may be granted by the superintendent. Such time shall be paid leave and will be at the sole discretion of the superintendent.

c. Immediate family is defined as husband, wife, father, mother, step-parent, sister, brother, step-sister, step-brother, grandparent, father-in-law, mother-in-law, sister-in-law, brother-in-law, child, or stepchild, or any relative who is a member of the employee's household.

d. In the event of a death outside the immediate family of the employee, such employee shall receive paid time off (up to one full workday per incident) as necessary to attend the funeral/wake. Advance notification must be given to the immediate supervisor for an employee to receive pay for the hours of work they miss. Two additional days may be taken if necessary without pay. The employee must notify the supervisor of their intent to take unpaid leave as soon as possible.

9.5 Military leave. Military leave shall be granted in accordance with Connecticut General Statutes.

9.6 Jury duty. An employee shall notify her/his supervisor upon receipt of the notice of jury call. Employees shall be entitled to full pay at their base rate for absence because of jury duty, less the fee paid with respect to such jury duty. In order to be eligible for full pay, an employee who is dismissed from jury duty before 12:00 p.m. shall return to work.

9.7 Leave of absence. Upon exhaustion of sick leave, an employee may request an unpaid leave of absence, with the employee providing appropriate medical documentation of the need for the request. Such leave shall be granted with his/her position held for sixty (60) days.

An employee may request a leave of absence for other reasons, or for additional leave time, with the position held or not held, subject to the approval of the Superintendent. Such requests shall be in writing to the superintendent and requests for over sixty (60) days are subject to final approval by the Board.

9.8 Separation of Service. Upon completion of a minimum of ten (10) years of continuous service with the Board, and if the total of years of service plus the person's age equals at least sixty (60), she/he or the legal representative of her/his estate, shall be compensated at the employee's applicable wage rate for thirty-five percent (35%) of the total accrued and unused sick leave.

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

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

The difference between her/his workers' compensation and her/his current straight-time wages shall be provided by the Board for a total period not to exceed thirty (30) days. An injured employee shall be eligible for the differential pay only if the injury was not the result of the employee's negligence. Said amount shall be payable at the time benefits are paid by the compensation carrier and in accordance with the procedures, rules, and regulations of the Board and carrier.

In exceptional cases the Board may grant additional injury leave beyond the original thirty (30) days, upon request of the employee and analysis of the individual case. If the Board refuses to grant additional injury leave beyond the original ninety (90) days, an employee may elect to use a portion of sick leave.

An employee may request the use of her/his sick leave while awaiting workers' compensation payments. When the compensation check is paid, it will be sent to the Board, who will audit the time and make the necessary adjustments.

9.10 When school is closed due to inclement weather or other emergencies, and when such days are made up, paraprofessionals will be paid for a full day of work, provided they stay and work.

9.11 Payment of a sick day(s) or personal day(s) will be based on the employee's daily work schedule.

ARTICLE 10
Holidays

10.1 On the following holidays, employees shall be paid and not expected to work, so long as school is closed for students on the holiday. If any of these holidays are student school days in the school calendar, employees shall be required to report to work on the holiday and shall be given a floating holiday on another day scheduled by administration. These paid holidays apply to Paraeducators whose assignments wrap around the designated holiday.

Labor Day	Indigenous Peoples' Day
Veteran's Day	Thanksgiving Day
Day after Thanksgiving	Christmas Day
New Year's Day	Martin Luther King Day
President's Day	Good Friday
Memorial Day	

10.2 State statute shall be used to determine the day on which the holiday is celebrated.

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

ARTICLE 11
Insurance Benefits

11.1. The Board shall provide and pay for individual health, dental, group life in the amount of $40,000 with accidental death and dismemberment rider (employee only), disability ($100) for twenty-six (26) weeks (employee only) coverage for employees who work a minimum of thirty (30) hours a week, in accordance with the Board's insurance plan. No employee will be eligible to receive insurance until the expiration of the probationary period as described herein.

11.2 <u>Connecticut State Partnership Plan 2.0 (the "SPP"):</u>

1. The Board shall provide each eligible bargaining unit member with group health insurance benefits through the Connecticut State Partnership Plan 2.0

(hereinafter referred to as the "SPP") and subject to the conditions set forth below:

2. The health plan benefits shall be as set forth in the SPP, including any subsequent amendments or modifications made to the SPP by the State. The administration of the SPP, including open enrollment, beneficiary eligibility and changes, plan design and other administration provisions shall be as established by the SPP.
3. The premium rates shall be set by the SPP.
4. The SPP contains a Health Enhancement Plan (the "HEP") component and all paraeducators participating in the SPP are subject to the terms and provisions of the HEP. In the event that individual paraeducators are non-participant or non-compliant with the HEP requirements, the following shall apply:

   (a) A one hundred-dollar ($100) per month premium cost increase and the three hundred fifty-dollar ($350) per participant to a maximum of one thousand four hundred-dollar ($1,400) family annual deductible sums shall be paid one hundred percent (100%) in their entirety by the non-participating or non-compliant paraeducator.

   (b) No portion or percentage shall be paid by the Board and the one hundred dollar ($100) per month premium cost increase shall be implemented through payroll deduction and the three hundred fifty dollar ($350)/one thousand four hundred dollar annual deductible shall be implemented through claims administration.

5. In the event any of the following occur to the implementation of a negotiated successor Agreement to the current Agreement, the Board may reopen negotiations in accordance with mid-stream negotiation and arbitration provisions contained in the Connecticut General Statutes as to the sole issue of health insurance, including plan design and plan funding, premium cost share and/or introduction of replacement medical insurance in whole or in part:

   (a) If the SPP in its current form is no longer available, or if the benefit plan design of the SPP is modified as a result of a change to the State's collective bargaining with SEBAC, if such modifications would substantially increase the cost of the medical insurance plan offered herein; and/or

   (b) If there are any changes to the administration of the SPP, or if additional fees and/or charges for the SPP are imposed so as to affect the Board, any of these amendments, changes, fees, or charges (individually or collectively) would substantially increase the cost of the medical plan offered herein.

11.3 The employees' percentage share of the health insurance premium shall be eighteen percent (18%) effective July 1, 2024.

The employee premium share contributions toward the dental shall be eighteen percent (18%) effective July 1, 2022.

11.4 The Board maintains the prerogative to change insurance carriers with three (3) weeks advance notice to the Union, providing the new plan's benefits are comparable, but not significantly less than, the current plan's benefits.

11.5 Premium cost sharing shall be made through payroll deductions. Employees shall execute the appropriate forms for such deductions in order to receive insurance benefits.

11.6 Employees on an approved leave that extends beyond thirty (30) days shall have the option of purchasing insurance coverage at the current group rate. Payment for additional coverage must be made by the 10th of the month prior to the billing date.

11.7 Other employees within the bargaining group may participate in the health plan through the Board at her/his expense. Payment for coverage must be made by the 10th of the month prior to the billing date.

11.8 Subject to law, including the rules and regulations of the Internal Revenue Service, the Board shall maintain a voluntary Section 125 salary reduction program which shall be designated to permit exclusion from taxable income the employee's share of health insurance premiums.

11.9 Employees eligible for individual health and dental benefits may participate in family health and dental at the group rate providing they pay the full cost of the difference between the individual and family plan.

ARTICLE 12
Wages

		3.00%	**3.00%**	**3.00%**
		2024-2025	**2025-2026**	**2026-2027**
12.1	**Para Pro**			
	Step I (< 3years)	$20.42	$21.03	$21.66
	Step II (3-6 years)	$20.94	$21.57	$22.22

	Step III (7-14 years)	$21.48	$22.12	$22.78
	Step IV (> 14 years)	$21.78	$22.43	$23.11
12.2	**Associates**			
	Step I (< 3years)	$21.48	$22.12	$22.78
	Step II (3-6 years)	$21.99	$22.65	$23.33
	Step III (7-14 years)	$22.55	$23.22	$23.92
	Step IV (> 14 years)	$22.89	$23.57	$24.28
12.3	**Bachelor's or Above**			
	Step I (< 3years)	$22.55	$23.22	$23.92
	Step II (3-6 years)	$23.11	$23.81	$24.52
	Step III (7-14 years)	$23.69	$24.40	$25.13
	Step IV (> 14 years)	$24.01	$24.73	$25.47
12.4	**Library Director**			
	Step I (< 3years)	$25.55	$26.32	$27.11
	Step II (3-6 years)	$26.33	$27.12	$27.93
	Step III (7-14 years)	$27.11	$27.92	$28.76
	Step IV (> 14 years)	$27.78	$28.61	$29.47

*All above step breakdown categories are years in position.
** The Library Assistant (LA) position will mirror the paraeducator wage and step schedule as noted above.

12.1 Step changes shall be calculated on July 1st of each year.

12.2 Paraeducators must notify the Superintendent's Office by January 1 of the preceding contract year if they expect their educational status to change during the forthcoming school year. The employee will be moved to the wage schedule that is appropriate for their new education level on either the first day of the school year or on January 1st, provided they have submitted proof of their new educational status prior to that date and have notified the Superintendent's Office in the preceding year.

12.3. Paraeducators will not be used to cover classrooms for an absent teacher in the classroom unless a teacher or substitute is not available. If no teacher or substitute is available, the Paraeducator will be paid a stipend of $20.00 per day for coverage beyond one (1) hours and up to (4) hours, and a stipend of $40.00 per day for coverage of more than (4) hours.

ARTICLE 13

Disciplinary Action

13.1 There will be no suspensions without pay, terminations, demotions, or written reprimands without just cause.

13.2 An employee who is to be questioned regarding discipline which is likely to result in a suspension or dismissal will be notified of the right to bring a Union steward or staff representative to the meeting.

13.3 If an employee decides during a meeting that she/he needs representation, the meeting will be suspended and rescheduled when a Union representative can be present.

13.4 The Union shall be notified in writing whenever an employee is suspended, discharged or demoted. Such notification shall be made to the Union office as concurrently as possible with the discipline.

ARTICLE 14
Grievance Procedure

14.1 Purpose. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

14.2 Definitions

a. "Grievant" shall mean any member of the bargaining unit represented by the Union and may include a group of Paraeducators similarly affected by a grievance or the Union.

b. "Board" shall mean the Board or a committee of the Board, at the Board's option.

c. "Days" shall mean working school days, except after school closes for the school year and "days" shall then mean workdays, Monday through Friday.

d. "Grievance" shall mean a written complaint by an employee or a group of employees or the Union and must contain the following information:

1. the name of the grievant(s):
2. a statement of the nature of the grievance.
3. a statement of the provisions of the contract allegedly misinterpreted, violated, or misapplied, and
4. the remedy requested.

14.3 Time limits.

a. A grievance shall be deemed waived unless submitted at step I within thirty (30) working days from the cause of the grievance or from the date the grievant knew or through reasonable diligence should have known of the cause of the grievance.

b. If the time limits for submission to the next step are not met by the grievant, the grievance will be presumed settled. If the employer does not meet the time limits, the grievance

may be automatically processed at the next step. Extensions may be afforded either party by mutual consent in writing.

14.4 Formal procedure.

Step 1 - Building principal or supervisor. A grievance will be submitted first to the principal or supervisor except in the case of a suspension or dismissal, which shall be submitted directly to Step 2. The principal or supervisor shall meet with the grievant and union representative within seven (7) working days of the filing of the grievance. The principal or supervisor shall issue a written response within seven (7) working days after such meeting.

Step 2 - Superintendent of Schools. When the answer at Step 1 does not resolve the grievance, the grievance shall be submitted within seven (7) working days of the receipt of the previous response. Within seven (7) working days of the receipt of the grievance, the superintendent will meet with the grievant, union representatives, and witnesses, if any, and will issue a decision within seven (7) working days following such a meeting.

Step 3 - Board of Education. If the grievance is not resolved at Step 2, the employee may submit the grievance to the Board within seven (7) working days of the receipt of the Step 2 response. An appeal received shall be heard by the Board of Education or a subcommittee of the Board within fifteen (15) working days. The Board will issue a decision within seven (7) working days of the hearing.

Step 4 - Arbitration. Within fourteen (14) working days after receipt of the Board's answer at Step 3, the grievance may be submitted to arbitration with the American Arbitration Association or with a mutually agreed upon arbitrator selected by the parties. If no mutually agreed upon arbitrator can be selected within thirty (30) days from the application for the arbitration step by the Union, the grievance will be submitted to AAA in accordance with its rules. The parties shall share equally the costs of the arbitration. The arbitrator shall be bound by and must comply with all the terms of the collective bargaining agreement. The arbitrator shall have no power to add, modify, amend, subtract or eliminate any provision of this agreement.

The arbitrator shall, within thirty (30) days after the hearing or the filing of briefs, render her/his decision in writing to the parties in interest, setting forth her/his findings of fact, reasoning, and conclusions. Such decision shall be binding on all parties.

No employee may proceed to Step 4 on her/his own. Only the Union may submit a grievance to arbitration on the employee's behalf.

14.5 After each meeting (Steps 1-3), the Board or its designee shall render its decision and the reasons therefore in writing to the grievant by registered mail or hand delivery with a copy to the Union office in Middletown and to the Union representative designated on the grievance form.

ARTICLE 15
Employee Expense

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

15.2 Employees will not be obligated to use their cars to transport students.

ARTICLE 16
Job Descriptions

16.1 The Board shall provide the Union with copies of any new job descriptions two (2) weeks prior to implementation. The Board shall negotiate with the Union the impact of any changes to the existing job descriptions.

ARTICLE 17
Training and Reimbursements

17.1 The Board will provide at least 18 hours of in-service training to all Paraeducators on a professional development day. Paraeducators will be required to attend such training. Additional training will be provided as the need arises and funds allow. The Administration will plan the sessions based upon the needs and interests of the school system. Paraeducators will be paid while attending training sessions.

17.2 Upon prior approval of the superintendent and a subsequent receipt of a passing grade, an employee will be reimbursed for up to $500 of her/his educational expense. Reimbursable expenses shall include tuition. Approval shall be granted only if the superintendent finds that the course is beneficial to the employee's position and if the school budget can meet such expense.

17.3 Employees wishing to apply for such reimbursement shall apply in writing, in advance of enrollment in such a course, to the superintendent. Such applications must include: a recommendation from the employee's principal or supervisor for such course, the name of the school or college, course name, class information, and detailed information of how such a course will upgrade the skills and/or knowledge necessary for performing the employee's job.

17.4 All employees shall receive mandated training on a yearly basis. The training will occur on a professional development day or after students are released on an early release day.

17.5 A reasonable effort will be made to distribute all training opportunities to all employees in writing at least one week before such training is scheduled to occur. The Union steward or representative will be notified of all such training opportunities.

ARTICLE 18
Union Business Leave

18.1 Two (2) personal leave days shall be available to the bargaining unit Steward or designee to use for Union business each year.

ARTICLE 19
Miscellaneous

19.1 Paraeducators who are working on days when unscheduled early dismissal of students takes place, or come in later because of a late opening, shall be paid their normal compensation for the day.

19.2 Paraeducators shall not be required to render first aid unless they have completed training in first aid.

19.3 The board shall utilize direct deposit for all employees at a qualified financial institution of the employees choosing.

ARTICLE 20
Resignations

20.1 Written notice of resignation should be filed with the superintendent at least two (2) weeks in advance of separation. This notice may include a statement of the reasons for this action.

ARTICLE 21
Savings Clause

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

ARTICLE 22
Amendment

22.1 This agreement shall not be altered, amended, or changed except in writing, signed by both the Board and the Union, which amendment shall be appended hereto and become a part thereof.

22.2 This agreement contains the full and complete agreement between the Board and the Union and, except as otherwise specified herein, neither party shall be required during the term

hereof to negotiate on any issue, whether it is covered or not covered in this agreement. However, the parties may mutually agree to such negotiations.

22.3 The Board and the Union mutually agree to abide by all municipal, state, and federal laws, regulations and statutes relative to employee protection, safety and health, Freedom of Information, and collective bargaining statutes.

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

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

ARTICLE 23
Duration

23.1 The Board and the Union agree that this agreement shall be in full force and effective from the date of signing through June 30, 2027, provided that on or before March 1, 2027the parties shall begin negotiations for a successor contract. This agreement shall remain in full force and be effective during the period of negotiations.

23.2 Either party may notify the other party in writing of its desire to bargain collectively with respect to the successor agreement; however, neither party shall be obligated to take part in any such collective bargaining session prior to March 1, 2024.

In witness whereof, the parties have set their hands this ____ day of _____, 2024.

For the Board of Education	For the Union
_____	_____
Laurie Marquis, Board of Education Chairperson	Kristin Sweeney, Union Steward