

AGREEMENT

Between

THE EASTON BOARD OF EDUCATION

and

THE EASTON NON-CERTIFIED STAFF,

CSEA SEIU LOCAL 2001, CTW

July 1, 2018 - June 30, 2021

Table of Contents

	Agreement	1
	Witnesseth	1
Article I	Recognition	1
Article II	General	2
Article III	Salaries	2
Article IV	Insurances	3
Article V	Work Week	7
Article VI	Overtime	8
Article VII	Discipline and Dismissal	8
Article VIII	Paid Holidays	9
Article IX	Vacation	9
Article X	Absence Due to Sickness	10
Article XI	Permitted Absences (Non-Cumulative)	11
Article XII	Temporary Disability	12
Article XIII	Probation and Evaluation	12
Article XIV	Mileage	13
Article XV	Temporary Help	13
Article XVI	Emergency Closing	13
Article XVII	Hiring	13
Article XVIII	Resignations	14
Article XIX	Retirement	14
Article XX	Additional Compensation	14
Article XXI	Substitute Teacher Premium	15

Table of Contents (continued)

Article XXII	Professional Development	15
Article XXIII	Grievance Procedure	15
Article XXIV	Severability	17
Article XXV	Scope of Agreement	17
Article XXVI	No Strike	18
Article XXVII	Union Security	18
Article XXVII	Longevity	18
Article XXIX	Leaves Without Pay	18
Article XXX	Union Rights	19
Article XXXI	Seniority and Layoff	19
Article XXXII	BASES Non-Certified Behavior Technicians	21
Article XXXIII	New Hire Information and Orientation	22
Article XXXIV	Duration	22

AGREEMENT

This agreement has been entered into on June 19, 2018 by and between the Easton Board of Education (hereinafter referred to as the "Board") and the CSEA SEIU Local 2001, CTW (hereinafter known as the "Union").

WITNESSETH

Whereas, the parties hereto desire to provide methods for a fair and peaceful adjustment of disputes that may arise between the Board and the Union.

Now, therefore, in consideration of the foregoing and of mutual covenants hereinafter entered into, and for others goods and valuable consideration, the parties hereto agree as follows:

ARTICLE I - RECOGNITION

Effective April 26, 1985, Case No. ME-9117 of the Connecticut State Labor Relations Board, The Easton Board of Education and the Easton Non-certified Staff, CSEA SEIU Local 2001, CTW is recognized as the sole and exclusive bargaining agent for the following employees of the Board; principal's secretary, permanent full-time and regular part-time secretaries, paraeducators, clerical assistants, cafeteria supervisors, nurses, Braille tutors and speech and language aides, recess supervisors, and BASES non-certified behavior technicians.

The term "employees" as used hereinafter in this Agreement shall be defined as referring only to those personnel of the Board who are included in the unit represented by the Union, as described above.

The Union recognizes that the Board has and retains the full and exclusive powers, as further described herein, to manage, operate and administer the Easton school system except to the extent such powers are abridged or modified by a specific provision of this Agreement or applicable law.

The powers of the Board include, but are not limited to, the right to: maintain good public schools; direct the operation of the public schools in the system on all aspects; implement the educational interests of the state and provides such other educational activities as in its judgment will best serve the interests of the district and town; give all children of the district as nearly equal advantages as may be practicable; have charge of the schools; make continuing study of the need for school facilities and long-term school building program; have the care, maintenance and operation of buildings, lands, apparatus and other property used for school purposes; decide the textbooks to be used; determine the number, age and qualifications of the pupils admitted into each school; to schedule, hire, terminate, assign, promote and transfer personnel; designate the schools which shall be attended by the various children within the district; provide

for the transportation of children; cause each child between five and eighteen years of age living in the district to attend school; and otherwise take such measures as the Board may determine to promote the orderly, efficient and safe operation of the system.

The listing of specific rights herein is not intended to be all inclusive, restrictive or a waiver of any rights of the Board not listed which have not been expressly and specifically surrendered herein, whether or not such rights have been exercised by the Board in the past.

ARTICLE II – GENERAL

Neither party to this Agreement shall discriminate against any employee because of his/her race, color, creed, sex, age, national origin, ancestry, disability, sexual orientation, marital status, political affiliation, or membership or non-membership in the Union. This provision shall be subject to the grievance and arbitration procedure, but shall not be arbitral in any case where the Commission on Human Rights or the Equal Employment Commission has asserted jurisdiction.

The 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 hereof.

A copy of this Agreement will be made available electronically to bargaining unit members.

ARTICLE III - SALARIES

1. Wages for the period of July 1, 2018-June 30, 2021:

There shall be a 1.75% general wage increase for the 2018-2019 fiscal year.

There shall be a 2.0% general wage increase for the 2019-2020 fiscal year.

There shall be a 2.25% general wage increase for the 2020-2021 fiscal year.

2. Provided service is satisfactory, all employees of the bargaining unit will receive the designated wage increase. Employees hired January 1st or later in any fiscal year will not receive the general wage increase for the subsequent school year.

ARTICLE IV – INSURANCES

1. The Board shall provide and pay for the following insurance plans for all eligible bargaining unit members and their dependents: Anthem Blue Cross Century Preferred PPO Plan for 2018-2019 and 2019-2020 and the Anthem High Deductible Health Plan and Health Reimbursement Account for 2018-2019, 2019-2020, and 2020-2021.

The Board and the Bargaining Unit agree to a reopener on medical insurance only for year three of the contract to consider potential alternative medical insurance plans. These discussions will begin no later than January 2020 to allow time for enrollment for year three.

A. Anthem Blue Cross Century Preferred PPO Plan

- As described by the language contained in group #003563-009
- Hospitalization with a \$300 per admission co-pay
- Outpatient surgery with a \$150 per admission co-pay
- Emergency room visits with a \$100 co-pay
- Urgent care \$40 co-pay
- Physician's office visits with a \$30 co-pay
- Specialist office visit with a \$35 co-pay
- Prescription drug rider with an annual maximum benefit of \$1,500 per family member, per year. The co-pay shall be \$25 for brand name drugs, 0 for generic drugs, \$35 for brand name non-formulary drugs and one co-pay for mail order 90-day supply; retail is 30-day supply.
- Full service dental plan

Note: The above benefits in the Century Preferred Plan refer to services obtained within the network provided by Anthem Blue Cross. Out-of-network services are also available.

B. Anthem High Deductible Health Plan and Health Reimbursement Account

A High Deductible Health Plan (HDHP) with a Health Savings Account (HSA), and a Health Reimbursement Account (HRA) for bargaining unit members not eligible for the HSA as summarized herein will be offered to bargaining unit members in all three years of the contract.

The High Deductible Health Plan with a Health Reimbursement Account (HDHP-HRA) shall be limited to bargaining unit members who are not eligible for the HSA (e.g., because they participate in Medicare or have recently received benefits from the Veteran's Administration or other limits as required under IRS code). The Board shall set up a HRA for bargaining unit members participating in the HDHP-HRA with the contribution amounts equal to the Board contributions that are deposited into the HSA for eligible bargaining unit members. The Board funding to the HRA shall include a rollover feature for each covered individual allowing any unused HRA deductible funds to be rolled over to the amount legally allowed.

In 2018-19, the Board will contribute 70% of the applicable HDHP deductible amount for active bargaining unit members participating in the HDHP. In each of 2019-20 and 2020-21, the Board will contribute 50% of the applicable HDHP deductible amount for active bargaining unit members participating in the HDHP. The Board shall have no obligation to fund any portion of the HDHP deductible for retirees or other individuals upon their separation from employment. In the event that a bargaining unit member elects the HDHP after the start of the plan year, the Board's contribution toward the deductible shall be pro-rated for that year.

In 2018-19 and 2019-20, the Board will make one hundred percent (100%) of its contribution toward the HDHP deductible on or about July 1 or as soon thereafter as practicable. In 2020-21, the Board will make fifty percent (50%) of the Board's contribution toward the HDHP deductible on or about September 1 or as soon thereafter as practicable and fifty percent (50%) on or about December 1 or as soon thereafter as practicable. In order to receive the Board's contribution toward his/her HDHP deductible, a bargaining unit member must provide the Board's Human Resources Department or designee with the bargaining unit member's bank account information so that such contribution may be deposited into the bargaining unit member's bank account.

The bargaining unit member will be responsible for opening his/her HSA account at a bank jointly selected by the Board and the Bargaining Unit. If the bank imposes any bank fees associated with maintaining the HSA account, the parties agree to jointly select another bank for the HSA account. At no time will the Board pay for any bank fees associated with the bargaining unit member's HSA bank account, including, without limitation, monthly maintenance fees and overdraft charges. The Board will make provisions for a pre-tax direct deposit payroll deduction for bargaining unit members who elect the HDHP.

The deductible will be \$2,000 (single)/\$4,000 (employee + 1 and family) in each of 2018-19, 2019-20, and 2020-21 fiscal years.

Starting in 2019-20 (year 2 of the Agreement), prescription drug copayments, after the deductible is satisfied, will be \$5 (generic)/\$25 (preferred brand)/\$40 (non-preferred brand), with mail order at two (2) times these retail co-payments for a ninety day supply.

Once the HDHP deductible is met, benefits will be covered at 100% for in-network, and out-of-network services will be subject to 80%/20% co-insurance.

The combined in and out-of-network out-of-pocket maximums are as follows:

- i. In network (for 2018-2019 only): \$2,000 (single)/\$4,000 (employee + 1 and family)
- ii. In network (for 2019-2020 and 2020-2021): \$3,000 (single)/\$6,000 (employee + 1 and family)
- iii. Out-of-network (in 2018-19, 2019-20, and 2020-21): \$4,000 (single) and \$8,000 (employee + 1 and family)

2. Employees who elect to receive insurance coverage from the Board shall contribute a portion of the premium cost as follows:

Anthem Century Preferred PPO Plan –

17% of the premium cost in 2018-2019, 17% in 2019-2020. Plan not offered in year three.

Anthem High Deductible Health Plan and Health Reimbursement Account –

15% of the premium cost in 2018-2019 and 2019-2020; 15.5% of the premium cost in 2020-2021.

3. Effective July 1, 2006, the dependent child rider will be added for dental insurance in the Century Preferred Plan. Dependent children between the ages of 19 and 23 may stay on the dental plan as long as they are full-time students. This provision will also apply to the Dental Plan offered with the High Deductible Health Plan.
4. Employees contributing to health insurance premium payments shall do so through a payroll deduction, which will be prorated over 20 pay periods.
5. Employees who elect not to take the health insurance coverage provided by the Board and who were hired prior to July 1, 2011 and were receiving this benefit on June 30, 2018 shall receive the following annual payment in lieu of such coverage: \$2,000 (eligible for individual coverage), \$3000 (eligible for individual plus 1 coverage), \$4,000 (eligible for family coverage). Should one of these employees enroll in a Board medical insurance plan, he/she will not be eligible for the in-lieu-of-insurance payment in the future.

Such payments shall be divided over four times a year to be included in the payroll period nearest to 9/30, 12/31, 3/31 and the final paycheck of the school year.

Any employee who is covered by the district's health insurance or is receiving an in-lieu-of payment from the district through a spouse is not eligible to receive an in-lieu-of payment.

In order to receive said payment in lieu of coverage, the employee shall complete the annual election form between June 1st and June 30th of the fiscal year preceding the fiscal year in which the insurance coverage will be dropped and submit it to the Human Resources Department.

Employees who have opted for payment in lieu of insurance, but find during the year that their insurance needs have changed, may elect to change to insurance coverage and will reimburse the Board for payment received, pro-rated for the number of months in the fiscal year that the employee received insurance coverage.

6. Employees who are covered under the Board's health hospitalization and major medical policies and who are also covered under other such policies may elect to cancel their coverage through the Board, as provided below.

The election provided for by this section may be made between June 1st and June 20th of each year and shall be effective during the succeeding July 1st through June 30th period.

Cancellation of medical insurance coverage may occur during an annual open enrollment period or when a life-changing event occurs (i.e., marriage, death birth/adoption, divorce). The payment shall be pro-rated on date of hire, using a 181-day year for calculation purposes for 10-month employees and 260-day year for 12-month full time employees. The payment shall also be pro-rated from the date of an employee's termination.

7. An employee who gives his/her notice of resignation effective for the following school year, prior to May 1st, shall be permitted to stay on the district's health insurance plan through July and August at the same employee-share premium as active employees. Such employees will be billed for the two months of coverage by the Human Resources Department.

Employees who resign during the months of July or August without giving prior notice shall still be responsible for paying the cost of their insurance for those months at the same employee-share premium as active employees.

8. The Board agrees to assume the cost of coverage for the individual employee for term life insurance in the amount of \$20,000, according to policy terms currently in force. The face amount of the policy reduces to 65% at age 65 and to 50% at age 70. Life insurance waiver of premium benefit in the event of disability prior to age 65, 6-month elimination period, and would terminate at age 65.
9. Long-term disability coverage beginning after the expiration date of ninety (90) days, (must work thirty (30) hours or more per week to qualify) with a maximum monthly payment of \$1,000. The minimum monthly benefit is \$100 per month. There will be a direct offset which caps benefits at 60% from all sources including social security benefits. Limit substance abuse coverage to 24 months lifetime unless the employee is hospital confined.
10. The Board shall retain the full authority to change insurance carriers for the above listed coverage at any time, provided that the coverage under the new carrier will be comparable to that provided by the previous carrier. The Board agrees to inform the Union of any such change in carrier (30) days prior to the institution of the change. Included with the change will be information showing the comparability of coverage.

It is not the intention of this section to allow exclusion of a class of benefit coverage by a new carrier, which was provided by the previous carrier.

11. Employees must be regularly scheduled to work at least thirty (30) hours per week to be eligible for health and life insurance benefits.

ARTICLE V - WORK WEEK

1. The normal work week for full-time, full-year secretaries, unless specified on an individual basis, shall be 35 hours per week.
 - 1.a. The twelve-month secretary to the Principal shall have the title, Administrative Assistant, Secretary to the Principal. This person would be responsible for the general management of the school office and office aides at the direction of the Principal or his/her designee.
2. The normal work expectation for classroom-based paraeducators will be six hours and 15 minutes per day each day that school is in session for students with an additional staff day to occur before school starts for students each year for a total of 181 work days. The contract hours worked on this staff day may be flexible as far as start and end time as agreed with administration.
3. BASES non-certified behavior technicians will work seven hours and fifteen minutes per day each day that school is in session for students and will also work the same six professional development/staff days that teachers work for a total of 186 paid days per school year. BASES non-certified behavior technicians shall be allowed a fifteen-minute break period, in addition to the unpaid lunch period, during the school day.
4. The work day for other classes of employees who are not classroom based (such as secretaries, clerical assistant, and nurses) shall remain as they have been unless it is determined by the district they shall be increased by fifteen minutes.
5. The normal work expectation for nurses, unless otherwise specified on an individual basis, will be seven hours per day each day that school is in session for students and the staff day before students return to school (181 work days).
6. Part-Time Employees: Any employee whose contract hours are less than 6.25 hours per day who are not a recess supervisor or a cafeteria supervisor shall report to work on the day before the first student day for a total of 181 work days. The contract hours worked on this day may be flexible as far as start and end time as agreed with administration.

The normal work expectation for cafeteria supervisors and recess supervisors, unless otherwise specified on an individual basis, will be 3 hours per day each day that school is in session for students (180 days).

7. Paraeducators who have completed their duties for the day on any regularly scheduled early dismissal day, other than parent-teacher conference days, shall receive their regular pay for that day. Paraeducators shall also receive their regular pay on days when there is a delayed opening. On parent-teacher conference days, a paraeducator is expected to work the full day in order to get paid for the full day. Parent-teacher conference days: Bargaining unit members shall be provided work and/or professional development activities on no less than four (4) such parent-teacher conference days. Bargaining unit members shall be provided no less than two weeks' notice of each of

those days where work/professional development will be provided. In addition, if work is available, and the bargaining unit member remains for the full day, then he/she shall receive a full day's pay for any of the remaining parent-teacher conference days.

8. Two weeks prior to such days, the employee shall inform his/her administrator of his/her availability to work (and get paid for a full day). The supervisor and administrator will determine if work is available for the employee and will authorize the work and pay accordingly. Employees may suggest specific tasks, including pre-approved professional development opportunities that he/she feel may be completed during these hours. Professional development opportunities will take precedence.
9. Staff Development: The Director of Special Education or Building Principal shall provide no less than **one-week** advance notice of the need to stay for support staff training which may be offered during staff development days. If no such training and notice is provided, employees are free to leave the building and be paid for the remainder of the day.
10. On minimum days, employees will be entitled to a lunch period equivalent to the length of and in accordance with the student's schedule. In the case of an employee whose schedule does not coincide with a student's lunch break, the lunch break will be specified by the supervisor in the same length of time allotted for a student.

ARTICLE VI - OVERTIME

1. The Board, through the administration, shall retain the right to request employees to work a reasonable amount of overtime when need dictates and when the employee agrees to do so. The Board shall be entitled to require such overtime work in an emergency.
2. Employees who work in excess of their normal weekly work hours shall be paid an additional straight time hourly rate for all hours worked up to 40 (forty) hours per week. If employees work more than 40 (forty) hours in a given week, then the additional hours shall be paid at 1 1/2 (one and a half) times the regular hourly rate.
3. For purposes of this section, time shall be calculated in quarter hour blocks.
4. Provisions of this paragraph shall be operable only when the administrator or his / her designee has given specific approval to overtime prior to its occurrence.

ARTICLE VII - DISCIPLINE AND DISMISSAL

1. Employees may be disciplined for just cause. Disciplinary actions for non-probationary employees may be subject to challenge under the grievance and arbitration provision of this agreement.

ARTICLE VIII- PAID HOLIDAYS

1. All full-time, 52-week employees will receive with pay the following holidays:

New Year's Day	Martin Luther King Day	Memorial Day
Veteran's Day*	Independence Day	Thanksgiving Day
President's Day	Labor Day	Day after Thanksgiving
Good Friday	Columbus Day	Day Before Christmas
Christmas Day		

(Paid holidays may be exchanged for other non-school days by consent of the administrator.)

- 1 a. *Veterans Day shall become a "floating holiday" in the event it is a regularly scheduled school day. The holiday shall be taken at the employee's discretion, subject to approval of the administrator, which shall not be unreasonably withheld.
2. Regular full-year twelve-month employees shall be paid a full day's pay at their regular straight-time rate for each of the holidays listed above, provided the employee works the last scheduled work day before the holiday and the first scheduled work day immediately following the holiday, unless excused for just cause by the Superintendent or his/her designee.
3. Should the holiday fall on a Saturday, the holiday shall be observed the preceding Friday. Should the holiday fall on a Sunday, the holiday will be observed the following Monday. Should school be in session on the day of the holiday, observance of another day may be granted by the Superintendent. If another day is not granted, eligible employees will receive pay in lieu thereof equivalent to one full working day at the straight-time regular rate.
4. In the event that a holiday occurs during the paid vacation of any employee, he / she shall not be charged with a vacation for the day of the holiday.

ARTICLE IX - VACATION

1. Paid vacation time shall be available to full-year (52 week) employees based on the following schedule:

Years of Continuous Service As of July 1	Vacation
Less than one (1) year	One (1) day per month, not to exceed ten (10)
One (1) year or more	Ten (10) days
Five (5) years or more	Fifteen (15) days
Ten (10) years or more	Twenty (20) days
Fifteen (15) years or more	Twenty (20) days plus one additional vacation day per year of service to a maximum of 25 days

Vacation credits for full time employees will accrue from the date of employment to the end of that fiscal year. Vacation earned during the first year of employment must be taken prior to the end of the first fiscal year of employment. Employees must be employed for 90 calendar days prior to using any vacation days. In the first fiscal year of employment, one (1) day per month will be allowed to accrue, up to a maximum of ten (10) days.

Vacations are non-cumulative and are to be taken within the fiscal year to which they apply. However, an employee may, if circumstances prevent his/her taking all vacation to which entitled, request permission to carry forward no more than five (5) days to the immediately subsequent fiscal year. Such permission may be granted by the building administrator or his/her designee, when it is determined that the employee was prevented from using all vacation time by the demands of the job.

2. An employee may not waive a vacation and draw double pay.
3. Vacations will be scheduled by arrangement between the employee and the building principal or his / her designee.

ARTICLE X - ABSENCE DUE TO SICKNESS

1. During the first year of employment, each full-year employee shall be entitled to sick leave with pay, computed at the rate of one-and-one-quarter day for each completed month of service. After one full year of employment, full-year, full-time employees earn fifteen (15) days per year.

During the first year of employment, each school year employee shall be entitled to sick leave with pay, computed at the rate of one and one-fifth days for each completed month of service. After one full year of employment, ten-month employees earn thirteen (13) days per year.

2. Each full-time, full-year employee may accumulate unused annual paid sick leave to a maximum of 180 days. Each ten-month employee may accumulate unused annual paid sick leave to a maximum of 180 days.
3. Up to a maximum of three (3) work days will be allowed for absence sustained by injury in the course of employment with full Per diem pay, less amount paid by workers' compensation insurance or other disability insurance provided by the Board, without deduction for sick leave. The Board will continue to pay the employee until the employee begins receiving compensation from the Worker's Compensation carrier. Future paychecks will be docked retroactively for any days paid by the Board that will be paid by the Worker's Compensation carrier.
4. Sick leave accumulation allowance (10.2 above) will be based on the most recent period of uninterrupted service within the Easton Board of Education.
5. When an employee takes a sick day, he/she shall report this fact to the administrator at least one hour before his/her starting time, if possible.

6. The Board may require sufficient proof, including a doctor's certificate, for use of sick leave. The Board will not normally require a doctor's certificate for absences of three days or less.
7. The Superintendent or his/her designee has the right to require an employee to see a physician, and on the physician's advice, may place an employee on sick leave. The Board shall bear the cost of the physician not covered by insurance.

ARTICLE XI - PERMITTED ABSENCES (NON-CUMULATIVE)

Employees shall be allowed the following leaves with full pay during a given fiscal year, none of the leave provisions being allowed to accumulate from year to year.

1. **Personal Days:** Each bargaining unit member shall be permitted to take five (5) school days of leave with salary, annually, to attend to personal business. This personal business should be of such an important nature that it requires the bargaining unit member's personal attention during a portion or all of a scheduled school day. Whenever possible the bargaining unit member should take care of any personal business outside of school time. Notification for such leave shall be made as far in advance as is practicable and, except for emergency, shall be made at least seventy-two (72) hours prior to the date of the leave. The bargaining unit member shall state the reason for each personal day provided that a bargaining unit member shall not be required to give a reason for one (1) of the aforementioned days in situations where the need for the day is compelling and the bargaining unit member feels the need to keep the reason private. At no time should a personal day be used as a vacation day.

Personal days shall not be used to extend school vacations or holiday periods. However, if the personal day is one which would otherwise be acceptable and such day happens to be immediately adjacent to a school vacation or holiday period, such personal day shall be granted without reduction in pay. For such leave, a reason must be given.

Two personal days may be taken consecutively with prior approval, which shall not be unreasonably withheld.

2. **Family Illness:** Each employee shall be allowed four (4) days per annum to attend to illness in the immediate family. Application for such leave shall be made to the school principal, in writing, as far in advance as practical, and except in an emergency, shall be made at least 72 hours prior to the date of leave.

3. **Bereavement:** Each employee shall be allowed five (5) consecutive days of leave for a death in the immediate family, or a person who resides in the employee's household, each time a death occurs.

Each employee shall be allowed one (1) day of leave for a death of a person who is not a member of the immediate family or a person who resides in the employee's household.

4. Definition of Immediate Family: For purposes of application of subparagraphs 11.2 and 11.3 above, immediate family shall be defined as spouse, child, mother, mother-in-law, father, father-in-law, sister, sister-in-law, brother, brother-in-law, daughter-in-law, son-in-law, grandfather, grandmother, or grandchildren.
5. Jury Duty: When an employee is called for jury duty, the Board will provide leave with no reduction in salary for the length of jury duty, providing that the employee is expected to pay the Board any monies received from the government for jury duty.
6. For bargaining unit members employed prior to June 30, 2018, upon death or retirement, after 15 years of continuous bargaining unit service with the Board, any employee or his/her estate shall be paid for 25% of all accumulated unused sick days up to a limit of 45 days.

For budget purposes, written notice of retirement during or at the end of the current school year must be received by February 1st of that same school year. Payout will then occur in July of the subsequent fiscal year.

If notice is received after February 1st, payout will occur in the second fiscal year post retirement.

7. Union Business Leave: Any employee who is required to attend a meeting or hearing as a Union officer, representative, or witness, shall not be docked pay for any hours of work lost as a result of such attendance.

ARTICLE XII - TEMPORARY DISABILITY

Disability due to pregnancy will be treated in accordance with state and federal law.

ARTICLE XIII - PROBATION AND EVALUATION

1. The first ninety (90) working days of employment is probationary. Employees may be terminated with or without cause during their probationary period; said termination shall not be subject to the grievance and arbitration procedure. Employees must be evaluated at the end of two (2) months, half-way through their probation period. Continued employment beyond the first ninety (90) working days of a new appointment shall be contingent upon a favorable evaluation by the school administration.
2. All employees shall be subject to annual evaluations by his/her supervisor.

ARTICLE XIV - MILEAGE

Mileage for use of a personal vehicle by an employee on authorized school business shall be reimbursed at the rate then in effect and recognized by the Internal Revenue Service for business purposes. Employees must request and obtain the administrator's or his/her designee permission prior to using personal vehicles for school business.

ARTICLE XV - TEMPORARY HELP

Should an employee have to be out for an extended period of time due to illness, jury duty, etc., temporary help may be hired for the duration of the absence.

ARTICLE XVI - EMERGENCY CLOSING

1. In the event the school is closed for any emergency, in cases where the Superintendent has not declared a total closing, all full time full year employees shall be expected to report to work within two hours of their normal reporting time. Employees who do not report to work or who do not complete their full scheduled day upon arrival will use personal leave time or vacation time, otherwise, they will not be paid for the missed hours.
2. In the event that school is dismissed for any emergency reason, then employees will be free to leave the building within 45 minutes of the dismissal of the student body.

Each principal shall designate one office employee, on a rotating basis, to remain in the office to cover the telephones until such time as all school buses have arrived at their last destination.

ARTICLE XVII - HIRING

1. Whenever an opportunity for a voluntary transfer to a vacant position occurs in any existing job classification during the school year, a notice of such vacancy shall be posted on all bulletin boards and sent directly to the chapter president stating the job classification, the rate of pay, and the nature of the job requirement in order to qualify. Postings for vacant positions shall be done internally and externally at the same time with the understanding that any qualified internal candidate will receive an interview. During this period, employees who wish to apply for the transfer or new position may do so by notifying the administrator in writing.

All vacancies that occur during the summer shall be posted on the ER9 Website and will be posted on bulletin boards at Central Office and at each school.

2. The Board shall fill job vacancies from among applicants using the following criteria:
 - a. The needs of the school system in accordance with the job description of the vacancy;
 - b. Applicant's ability to perform;
 - c. Qualifications of the applicant.

Where all factors are determined by the Superintendent or his/her designee to be equal, seniority shall be the deciding factor.

3. At the time of first hiring, the Superintendent or his/her designee retains the latitude of establishing the salary rate of the new employee, taking into consideration qualifications and previous related experience. No new employee shall be given a rate higher than a current employee with comparable experience, and no new employee will be assigned to the maximum salary step of any range. The exception to that rule would be if said new hire worked in the Redding School District or Region 9 School District and said new hire was at the maximum salary range in the district immediately prior to being hired in the Easton School District.

ARTICLE XVIII - RESIGNATIONS

1. Any bargaining unit member who voluntarily leaves the employment of the Board shall give said Board two (2) weeks' notice.
2. Any employee in good standing who resigns shall be entitled to pay for any remaining unused vacation time.

XIX – RETIREMENT

The parties agree that during the term of this Agreement the employees shall participate in the "Retirement Plan for the Employees of the Town of Easton" for members of the CSEA SEIU Local 2001, Non-Certified Support Staff, under the terms and conditions of that system as such may be amended from time to time, and that the Town and the employee shall contribute into said Fund in accordance with the Plan.

ARTICLE XX – ADDITIONAL COMPENSATION

When a bargaining unit member is assigned the responsibility for receiving teacher absence calls and arranging for substitutes, he/she will be paid his/her hourly rate of pay for hours worked beyond the employee's regular work day for performing this duty.

Paraeducators shall receive a stipend of \$600 for providing hygiene services to students including toileting, personal feeding and diapering. Each year the Director of Special

Services will identify the individuals who qualify for this stipend. This stipend will only be added to those employees who perform these duties on a regular basis and will not be paid for substitutes who fill in for short periods on an "as needed" basis.

A tri-district stipend, for one nurse working with all three districts identified as nurse coordinator, in the total amount of \$4,500 annually. Stipend position to be posted annually.

ARTICLE XXI - SUBSTITUTE TEACHER PREMIUM

When a paraeducator or a BASES non-certified behavior technicians, who meets the qualifications of the state statutes, serves a full day as a substitute teacher, he/she shall be paid their hourly rate for the number of hours worked plus a \$45.00 premium for a full day and a \$20.00 premium for a half day. A half day shall be defined at SSES as not less than one hour and not more than three hours. At HKMS a half day shall be defined as not less than the equivalent of one classroom period and not more than three hours. Anything beyond three hours at either school is considered a full day.

ARTICLE XXII - PROFESSIONAL DEVELOPMENT

Employees shall be reimbursed for 100% the costs of any courses or workshops required for employment by the Board of Education.

ARTICLE XXIII - GRIEVANCE PROCEDURE

The purpose of this procedure is to secure equitable solutions to the problems which may arise affecting the welfare or working conditions of employees. These proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

A "grievance" is defined as any difference, dispute or disagreement arising out of the terms of this Agreement specifically affecting the grievant(s).

Procedure (see chart at end of this section)

If a grievance should arise, it shall be resolved by means of the following procedure:

- (a) An employee with a grievance shall, within ten (10) working days following the event or condition on which the grievance is based, discuss it with the employee's administrator and his/her chapter president with the objective of resolving the matter informally.
- (b) If the grievance is not resolved through discussion, the grievance shall be reduced to writing and submitted to the employee's administrator no later than fifteen (15) working days after the occurrence. The employee's administrator shall give the Union a response in writing within five (5) working days.

- (c) If the grievance is not resolved by the decision of the employee's administrator, then the Union shall have the right to file the grievance to a hearing with the Superintendent within ten days of receipt of the administrator's decision. The employee, together with the Union representative, shall meet with the Superintendent of Schools within five (5) working days after the receipt by the Superintendent of the Union appeal. The Superintendent's decision and reasons shall be presented to the Union, in writing, within seven (7) working days after the meeting.
- (d) If the grievance is not resolved by the decision of the Superintendent then the Union shall have the right to file the grievance to a hearing before the full Board of Education within ten (10) working days of receipt of the Superintendent's decision. The employee, together with representatives of the Union, shall meet with the Superintendent of Schools, the administrator, and the Board at the next regular meeting scheduled after receipt of the Union's appeal or within thirty (30) working days after the Superintendent's decision is presented.
- (e) The Board shall render its decision and reasons therefore in writing to the aggrieved employee and the Union within seven (7) working days after such meeting. If the matter is not resolved, then;
- (f) If the Union finds the decision rendered by the Board unacceptable, then it shall have the right to submit the grievance to binding arbitration to and under the rules of the State Board of Mediation and Arbitration or to the American Arbitration Association.
 - (1) The Union must file a demand for arbitration in accordance with such rules within ten (10) working days after the decision of the Board is received.
 - (2) The arbitrator shall have no authority to add to, subtract from or modify the terms of this Agreement.
 - (3) The arbitrator shall hear only one such grievance at a time, unless the parties mutually agreed in writing otherwise, and,
 - (4) The fees and expenses of arbitration shall be borne equally by the parties.
- (g) The Union shall have the right to act for and to negotiate agreements covering all employees in the unit and shall be responsible for representing the interests of all such employees without discrimination and without regard to Union membership. An individual employee at any time may present a grievance to the Board and have the grievance adjusted, without intervention of the Union, provided the adjustment shall not be inconsistent with the terms of the Agreement. The Union shall be given prompt notice of the adjustment. An individual employee may not process a grievance to arbitration. The Union may process a grievance to arbitration.

Grievance Timeline		
Step in Process	Time Guideline	Action
1	Within ten (10) working days following the event	Employee discusses with employee's administrator and chapter president with objective to resolve matter informally.
2	No later than fifteen (15) working days following the event	Employee puts grievance in writing and submits it to his/her administrator.
3	Within five (5) working days of receipt of employee's written grievance	Administrator responds in writing to written grievance (to Union and to the employee)
4	Within ten (10) working days of receipt of administrator's written response to Union and employee	Employee and union representative meet with the Superintendent of Schools within five working days of the Superintendent's receipt of the Union's appeal.
5	Within seven (7) working days of meeting	Superintendent's decision in writing to employee and to Union representative.
6	Within ten (10) working days of the Union's receipt of the Superintendent's decision, Union files grievance to a hearing before the full Board of Education Next regularly scheduled Board of Education meeting	Employee, Union representative, employee's administrator, and superintendent will meet with the Easton Board of Education at next regular meeting scheduled after receipt of the Union's appeal or within thirty (30) working days after the Superintendent's decision is presented.
7	Within seven (7) working days after the Board of Education meeting	The Board of Education will render its decision and reasons in writing to the employee and to the Union representative.
8	Within ten (10) working days of the Board's decision	Union files a demand for arbitration to and in accordance with the rules of the State Board of Mediation and Arbitration or to the American Arbitration Association.

ARTICLE XXIV - SEVERABILITY

In the event that any Article, Section, or portion of this Agreement is declared invalid by agreement, statute, or legal process, then such specific Article, Section, or portion specified to be invalid shall be deleted. However, the remainder of this Agreement shall remain in full force and effect.

ARTICLE XXV - SCOPE OF AGREEMENT

1. Nothing contained in this Agreement shall be construed to contravene or violate any State laws concerning boards of education as established by State Law. In the event of conflict between the provisions of this Agreement and the provisions of State law relative to the duties and power of boards of education, the provisions of State Law shall prevail.

2. This Agreement contains the full and complete Agreement between the Board and the Union, for the duration of this Agreement.
3. All past practices, agreements, and understandings reached by and between members of the Union and Board representatives are void and of no force and effect unless specifically incorporated herein.

ARTICLE XXVI - NO STRIKE

1. Pursuant to Connecticut General Statute 7-475 (Municipal Employees Relations Act), all employees included in this Agreement shall not hinder the Board's operation by strike or work stoppage.

ARTICLE XXVII - UNION SECURITY

1. 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.
2. Union dues shall be deducted by the Board of Education from the paycheck of each employee who signs and remits to the Board an authorization form. Such deduction shall be discontinued upon written request of an employee thirty (30) days in advance.
3. The organization agrees to indemnify and to hold the Board harmless against any and all claims, demands, suits, or other forms of liability that shall, or may arise out of, or by reason of, action taken by the Board for the purpose of complying with the provisions of this Article.

ARTICLE XXVIII - LONGEVITY

1. During the term of this agreement, employees who have served continuously in the Easton Public Schools for the periods set forth and who were employed June 30, 2018 or earlier will receive a longevity stipend each year in addition to regular salary:

10 to 14 years of service completed:	\$150.00
15 to 19 years of service completed:	\$225.00
20 to 24 years of service completed:	\$450.00
25 or more years of service completed:	\$600.00

Longevity payments shall be made in a lump sum payment in the last pay period in November.

ARTICLE XXIX - LEAVES WITHOUT PAY

1. Leaves of absence without pay for a period not to exceed one year in duration may be granted by the Board at its discretion upon the recommendation of the Superintendent.

2. Applications for such leaves of absence must be made in writing, stating the reasons for the request and the length of time desired.
3. Employees returning from extended leaves of absence shall notify the Superintendent in writing (by registered or certified mail, return receipt requested) on or before February 1st of the fiscal year preceding the fiscal year of requested return. Employees returning from leaves of less than one-year duration shall notify the Superintendent in writing (by registered or certified mail, return receipt requested) at least thirty (30) days prior to their anticipated return. Failure to notify the Superintendent in either case shall be construed as an automatic resignation.
4. It is expected that, as far as possible, leaves will be arranged so as to coincide with the beginning and ending of the fiscal year.
5. All members returning from leaves of absence under this provision shall be restored to the same or comparable position held at the time the leave was granted, if such a position is available.

ARTICLE XXX - UNION RIGHTS

1. The Union shall have the right to use the bulletin board in the staff lounge for the purpose of displaying notices, circulars, and other Union materials.
2. The Union may convene meetings in the school building before work, after work, or during lunch periods, provided such meetings do not conflict with other scheduled school activities or programs and provided such meetings do not conflict with the normal working hours of the employees involved. The Union must provide notice of such meetings to the school principal in order to assure that the above-stated conflicts do not occur.
3. Biennial convention leave, not to exceed one (1) day, will be granted to two (2) members of the unit who may be selected to represent the Union at a convention called for the transaction of business to the welfare of the union.

ARTICLE XXXI - SENIORITY AND LAYOFF

1. Definition of Seniority

Seniority shall be defined as an employee's length of continuous service with the Board from the most recent date of hire.

Full credit of one year shall be given for a full or school year worked regardless of the number of hours worked per week.

2. Seniority shall accrue during time spent on the following approved leaves:
 - Approved sick or injury leave (job related) of one year or less;
 - Military leave; Jury Duty leave.

3. Seniority shall not accrue but shall be bridged in the cases of:
 - Approved sick or injury leave (job related and non-job related) exceeding one year;
 - Approved leaves of absence without pay;
 - Layoffs that do not exceed the period of recall rights;
 - Suspension without pay.
4. Seniority shall be terminated by:
 - Resignation. (An employee shall give at least two (2) weeks notice before leaving the employ of the Board, unless otherwise mutually agreed upon.);
 - Retirement;
 - Discharge for cause;
 - Failure to return from a leave of absence or layoff;
 - Layoffs exceeding the period of recall rights;
 - Acceptance of employment elsewhere while on leave of absence;
 - Other termination from employment.
5. If it is determined that it is necessary to reduce employees in any classification, as defined below, layoffs shall be done in order of seniority, if in the judgment of the Administrator, the employees with greater seniority are qualified to do the work.
6. Employees with greater seniority may replace employees with the least seniority within each classification, if in the judgment of the Administrator, employees with greater seniority are qualified to do the work.
7. In determining layoffs, the following classifications shall be used:
 - I. Secretaries
 - II. Educational Assistants
 - III. Clerical Assistants
 - IV. Nurses
 - V. Cafeteria Supervisors, Recess Supervisors
 - VI. Braille Tutors, Speech and Language Assistants
 - VII. BASES Non-Certified Behavior Technician (This is without prejudice to any seniority/layoff benefits contained in the BASES program MOA which will be included in this document – see Article XXXII.)
 - VIII. Principal's Secretary
 - IX. Tech Assistant
8. In exercising the judgment required in this Article, the Administrator shall not act arbitrarily or capriciously, but shall act to retain qualified employees in each case, irrespective of salary, giving consideration to the following factors, weighing each as appropriate.
 - a. The needs of the school system in accordance with the job description of the vacancy.
 - b. Seniority
 - c. Applicants ability to perform
 - d. Qualifications of the applicant

9. Recall. Employees who have been laid off may place their names on a recall list to fill vacant positions for a period of twelve (12) months. During this recall period, the Administrator shall not act arbitrarily or capriciously but shall recall laid off employees using the criteria listed in Section 8 above. Recalled employees will return to work at the same step at which they left and will be credited with all sick time accrued at the time of layoff.
10. An employee who is laid off shall be paid vacation time which has been accrued but has not been taken.
11. The Board will provide the Union with a seniority list, upon request, no more than two times per fiscal year. The Union must give the Board two weeks' notice to honor their request.
12. If possible, a union representative may be present when an employee is to be notified of a layoff, if the employee so desires union representation.

ARTICLE XXXII - BASES Non-Certified Behavior Technicians

The Board shall make BASES program training available, on a voluntary basis, to all paraeducators. Any paraeducator who desires to work in the BASES Program must satisfactorily complete the training and pass the exam at the end of the training as provided by the Board.

Any employee working in the BASES Program shall have the right to return to a regular paraeducator position provided an opening in such category exists. Any BASES non-certified behavior technician shall be paid at that rate in the classification to which he/she is transferring which is commensurate with the employee's length of service with the Board. The Director of Special Services and/or the Superintendent has the discretion to transfer individuals from a BASES non-certified behavior technician position to a regular paraeducator position when it is in the best interest of the student and the program.

In addition to any other rights provided for in Article XXXI, Seniority and Layoff, a BASES non-certified behavior technician, subject to layoff, may displace the least senior, junior employee in a traditional paraeducator assignment.

In addition to any other rights provided for in Article XXXI, Seniority and Layoff, an employee in a traditional paraeducator assignment who is subject to layoff and who is qualified to work in the BASES Program, may displace the least senior, junior employee in a BASES Program assignment provided that in the sole opinion of the Director of Special Services or the Superintendent of Schools the resulting re-assignment is in the best interest of the student and the BASES program. This decision shall not be subject to the grievance procedure.

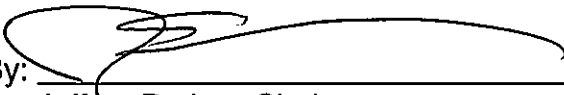
ARTICLE XXXIII – NEW HIRE INFORMATION AND ORIENTATION

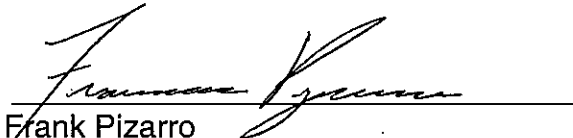
The Board shall provide the Union with electronic notification of all newly hired employees into the bargaining unit within seven (7) days of the date of hire. New hires will be directed to meet with one of the bargaining unit co-presidents on his/her first day at work.

The Board shall also provide electronic notification of all members who leave the Board's employ.

ARTICLE XXXIV - DURATION

The provisions of this Agreement shall be effective upon ratification by both parties, unless otherwise specified, and shall continue and remain in full force and effect to and including June 30, 2021.

Date: _____ By: 
Jeffrey Parker, Chairperson
Easton Board of Education

Date: 11/9/18 By: 
Frank Pizarro
Senior Staff Representative
CSEA SEIU Local 2001, CTW

Date: 11/14/18 By: 
Eileen Canestrini, Chapter President

