



WOODBIDGE SCHOOL DISTRICT

40 Beecher Road – South
Woodbridge, Connecticut 06525

Jonathan S. Budd, Ph.D. – Superintendent

MEMORANDUM

TO: Woodbridge Board of Education

FROM: Jonathan S. Budd, Ph.D., Superintendent

DATE: May 13, 2022

RE: May 17 Regular Meeting:
Ratification of CSEA Collective Bargaining Agreement (July 1, 2022 – June 30, 2025)

Please find attached a proposed CSEA Collective Bargaining Agreement for July 1, 2022 through June 30, 2025. Consistent with the Connecticut Municipal Employees Relations Act (MERA), the proposed Agreement has been negotiated through collective bargaining, and is recommended for the Board's approval tonight. All changes from the current Agreement are represented in red. The key changes are:

- Wages
 - General Wage Increase each year of the agreement of 3.0% (Year 1), 2.5% (Year 2), & 2.5% (Year 3).
- Benefits
 - Increase of the medical insurance employee premium share from 14.5% (current) to 15.0% (Year 2) & 15.5% (Year 3).
 - Decrease of the medical insurance buy-up differential from 30% (current) to 25% (Years 1-3)
- Language
 - Retitling of the group and the employees to “paraeducators.”
 - Dissolution of the current Sick Leave Bank.
 - Various changes to improve operational efficiency and communication.

I therefore recommend that the Board of Education support the following motion:

Move that we approve the draft Agreement between the Woodbridge Board of Education and the Woodbridge Paraeducators Association, CSEA SEIU Local 2001, effective July 1, 2022, through June 30, 2025.

AGREEMENT BETWEEN

WOODBIDGE BOARD OF EDUCATION

And

WOODBIDGE PARAPROFESSIONALS PARAEDUCATORS ASSOCIATION,

CSEA SEIU Local 2001

FOR THE PERIOD

JULY 1, 2019 – JUNE 30, 2022

JULY 1, 2022 – JUNE 30, 2025

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ARTICLE I - RECOGNITION

The Woodbridge Board of Education recognizes CSEA SEIU Local 2001 (the “Union”); as the exclusive collective bargaining representative for purposes of collective bargaining under the Connecticut Municipal Employee Relations Act (Connecticut General ~~Statute Statute~~, Section 7-467 et. seq.) ~~as certified under case number ME 9988, Connecticut State Board of Labor Relations~~, for a bargaining unit consisting of all ~~teachers’ assistants working twenty (20) hours or more per week, including the Library Assistants~~, paraeducators employed by the Woodbridge Board of Education. As used in this agreement, the term “employee” or “member of the unit” refers to employees of the Woodbridge Board of Education within the above-defined bargaining unit; the term “Board” or “Board of Education” refers to the Woodbridge Board of Education; the term “Superintendent” or “Superintendent of Schools” refers to the Superintendent of Schools employed by the Woodbridge Board of Education; and the term “Association” or “Union” refers collectively to CSEA SEIU Local 2001.

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

ARTICLE II - GRIEVANCE PROCEDURE

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

C. LEVEL TWO – SUPERINTENDENT OF SCHOOLS –

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

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

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

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

ARTICLE III - BULLETIN BOARD SPACE

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

ARTICLE IV - ASSOCIATION MEETING ON SCHOOL PROPERTY

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

ARTICLE V - VISITATION CLAUSE

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

ARTICLE VI - WORKER'S COMPENSATION

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

ARTICLE VII - EMPLOYEE USE OF EQUIPMENT

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

ARTICLE VIII - NO STRIKE

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

ARTICLE IX - EMPLOYING NEW MEMBERS OF THE BARGAINING UNIT

- A. Posting Positions** – Notice of vacancies which are to be filled and/or new positions within the bargaining unit shall be sent by electronic mail. A copy of all posted vacancies shall be simultaneously forwarded to the Union President. ~~Such notice shall be posted for five (5) working days.~~ Any employee interested in the position posted must apply, in writing, to the Superintendent of Schools within the posting period. ~~Such vacancies or positions shall be posted internally for four (4) days prior to receipt by the Board of any outside applications.~~ Internal candidates who apply within five

(5) working days before the position is filled shall be given an interview if qualified. In all cases, however, the appointment will be made in accordance with the best interests of the ~~Woodbridge School system~~ Woodbridge School District.

B. Probationary Period – All newly hired employees shall be required to successfully complete a probationary period of sixty (60) working days and, during such probationary period, shall have no seniority or recourse for grievances arising during the probationary period, and may be terminated during or on the conclusion of said probationary period at the sole discretion of the Board or the designated representative. During the probationary period, probationary employees shall be entitled to take leave days that have been accrued; however, probationary employees will be subject to other provisions of this Agreement; and on the successful completion of their probationary period, their seniority date shall be deemed to be their date of initial hire. The Board of Education shall forward a copy of ~~all~~ each newly hired employee's ~~job offer letters~~ hire letter to the President of the Union on or before the new employee's first day of work.

~~C. The Board shall provide the Union with a copy of all new hire letters for bargaining unit members. The Board shall also transmit monthly to the Union a report showing the name and amount of all Union dues withheld for the preceding month.~~

ARTICLE X - LEAVES WITHOUT PAY

A. Leaves of absence without pay may be granted by the Superintendent for a limited, definite period not to exceed one (1) year for the following reasons:

1. For health reasons, upon continued advice of a physician.
2. For other personal reasons subject to the review and recommendation of the Superintendent.
3. Extreme personal hardship, such as illness of spouse, or legal dependents.

Any leave which would otherwise be eligible under the Federal Family and Medical Leave Act ("FMLA") shall be charged against the employee's eligibility for FMLA leave.

B. Application for such leaves of absence must be made in writing, stating the reason for the request and the length of time desired. ~~A leave of absence expires automatically at the date of expiration approved for the leave. If an extension is required, it must be made in writing stating the reason for the request and the length of additional time desired, and it must be approved by the Board. Notice of intent to return or request for extension of leave must be made in writing to the Board by April 1st of the year the leave of absence ends. Failure to so notify the Board will be automatically considered the employee's resignation of position as of the last day of the approved leave.~~

C. It is expected that, as far as possible, leave will be so arranged as to begin or end at the close of the school year.

- D. Accumulated seniority shall not be lost during the leave of absence.
- E. A person returning from leave shall be offered available work in ~~a~~ the bargaining unit at the same level as if he/she had not taken a leave of absence. If, due to reasons such as staff reduction, a position is not available, the employee seeking to return from leave shall be placed on the seniority list as provided elsewhere in this Agreement.
- F. ~~Eligible employees~~ An eligible employee shall receive insurance benefits at group rates paid for by the employer, subject to the employee paying the applicable premium cost share, for up to 12 weeks while he/she is on leave of absence without pay, according to federal law and regulations pertaining to the FMLA.

ARTICLE XI - RESIGNATIONS

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

ARTICLE XII - LEAVE

- A. All full-time employees shall be entitled to one and one-half (1½) days per month, cumulative to fourteen (14) paid sick leave days each year, accumulation to ~~one hundred twenty (120)~~ one hundred sixty-five (165) days.
- B. All part-time employees shall be entitled to one (1) sick day per month, equivalent to eleven (11) paid sick leave days each year, accumulation to sixty (60) days. The extra day will be added on February 1st.
- C. An employee may use up to one-half of their annual paid sick leave to care for a family member.
- D. ~~By September 15th of each year, each employee shall receive a statement of accumulated days of leave to date. Each paraeducator will have electronic access to his/her accumulated days of leave to date.~~
- E. ~~If a paraprofessional teacher assistant dies while in the employ of the Woodbridge School System or if a paraprofessional teacher assistant retires under the provisions of the town Pension or any amendments or substitutions thereof, such paraprofessional teacher assistant or his/her estate shall, in addition to all other benefits due, be paid a sum of money, not to exceed \$3,000.00, calculated by taking the person's daily rate and multiplying that rate times the accumulated leave time. If a paraeducator dies while in the employ of the Woodbridge School District, the estate of such paraeducator shall be paid a sum of money, not to exceed \$4,000.00, calculated by~~

taking the person's daily rate and multiplying that rate times the accumulated sick leave time. A paraeducator who retires from the Woodbridge School District under the provisions of the Town Pension, or any amendments or substitutions thereof, shall, in addition, to all other benefits due, be paid a sum of money, not to exceed \$4,000.00, calculated by taking the person's daily rate and multiplying that rate times the accumulated sick leave time.

- F. Bereavement Leave: Absence due to death in the immediate family, as defined in Section I of this Article, will be allowed with pay for a period up to five (5) days per occurrence. In the event of a death of another individual of importance to the employee, the Superintendent may grant bereavement leave in the Superintendent's sole discretion.
- G. Personal Leave: Each employee shall be allowed up to three (3) days leave per year with no pay deduction for any or all of the following reasons:
1. Religious requirement
 2. Legal requirements or personal business which clearly cannot be transacted at time or days other than during required working hours and days.
 3. Graduation of immediate family
 4. Marriage of close friend or relatives
- H. Under this Agreement, sick leave may be used only in cases where the physical condition of the employee (or family member if used for family illness) precludes him/her from reporting to work. Routine medical appointments are expected to be made outside of work hours when possible. The Superintendent or ~~his/her~~ the Superintendent's designee shall be entitled to request written documentation of employees suspected of sick leave abuse and shall also be entitled to require an employee to submit to an examination by a Board-designated physician, psychologist, or psychiatrist, at Board of Education expense, ~~and in~~ in any case where fitness for continued duty is questioned.
- I. Immediate family consists of spouse, parent, child, grandparents, grandchildren, sibling, father-in-law, mother-in-law, sister-in-law, brother-in-law, stepson/daughter and step-parents.
- J. Application for leave as provided in "G" above shall be made to the immediate supervisor at least twenty-four (24) hours before leave is to be granted except in cases of illness or emergencies.
- K. Up to two bargaining unit members, as designated by the Union, may attend CSEA/SEIU convention(s), conference(s), or workshop(s) for up to two days per employee per year, without pay.

L. Effective July 1, 2022, each full-time paraeducator who contributed two (2) days to the Sick Leave Bank in the 2016-17 school year will be credited an additional thirty (30) days of sick leave time. Effective July 1, 2022, each full-time paraeducator who contributed one (1) day to the Sick Leave Bank in the 2016-17 school year will be credited an additional fifteen (15) days of sick leave time. Effective July 1, 2022, the Sick Leave Bank will be dissolved.

SICK LEAVE BANK

~~A. Each member of the Union shall be permitted to contribute any two (2) days from his/her sick leave accumulation reserve each year to a "Sick Leave Bank," which shall be established to aid members who suffer a serious health condition and whose sick leave accumulation has been exhausted. The bank shall be built up to a maximum of 300 days. No more days shall be added until the bank is depleted to 150 days. Then the bank shall be built up again using the same process. A new employee, following the completion of one (1) year of employment, will be allowed to contribute up to two (2) days of sick leave regardless of whether the sick leave bank has attained the maximum number of days.~~

~~B. Any contributing member requesting sick leave bank time shall, upon written application along with a completed doctor's form to the superintendent and sick bank committee, be permitted to draw from the sick leave bank, if approved.~~

~~C. Any one eligible to contribute time to the sick leave bank and who does so in the same fiscal year for which the employee requests to draw from the bank (unless precluded from contributing because of illness or if bank is already capped at 300 days) will be eligible to draw the number of days they are entitled to each year as follows:~~

- ~~1. If the member donated one (1) day to the sick leave bank, he/she are entitled to draw up to fifteen (15) days from the reserve.~~
- ~~2. If the member donated two (2) days to the sick leave bank, he/she are entitled to draw up to thirty (30) days from the reserve.~~
- ~~3. If the Sick Leave Bank is capped at 300 days, then membership of bank is determined by the last year that members were eligible to contribute.~~
- ~~4. In the case where the bank is capped for consecutive years, thus the employee is precluded from contributing, she/he may draw from the bank so long as the employee contributed the last year contribution was allowed.~~

~~D. The following conditions shall apply:~~

- ~~1. A person must be employed by the Board of Education for a period of one (1) year before being eligible to participate in the sick leave bank.~~

- ~~2. If the sick leave bank has attained the maximum number of days and an employee has not contributed to the sick leave bank, these non-participating employees (except new employees as stated above) will be excluded from participation until such time as the bank must be replenished.~~
 - ~~3. Additions to the sick leave bank shall be made at the beginning of the school year.~~
 - ~~4. A person who withdraws membership from the bank will not be able to recover donated days.~~
 - ~~5. Persons withdrawing sick leave days from the bank will not have to replace these days to the bank, except as a regular contributing member.~~
 - ~~6. Sick leave shall mean the leave which a staff member has for that year, plus his/her accumulation of previous years.~~
 - ~~7. Regardless of how many times the member applies to the sick leave bank per year, he/she will receive only the amount of days allowed per year.~~
- ~~E. While drawing time from the sick leave bank, no one will be allowed to return to work, for any reason, in the system.~~
- ~~F. The Union shall be represented in the review of sick leave bank applicants by a committee of four (4) maximum Union members. It is understood that the Superintendent, who makes the final decision, will consider the input of the Union members.~~

ARTICLE XIII - MILEAGE

If an employee can demonstrate that, during his/her work day, not including the travel to and from work, he/she is, with direct orders from the Superintendent or his/her designee, required to use his/her automobile for transportation as part of his/her work duty, the Board of Education shall reimburse him/her at the then-current rate approved by the Internal Revenue Service ~~as of January 1st for each fiscal year of the agreement.~~

ARTICLE XIV - WORK DAY, WORK YEAR AND CLASSIFICATION

- ~~A. The normal hours for part-time paraprofessional teacher assistants shall not be less than twenty (20) hours per week and no more than thirty-five hours and fifty minutes (35.85 hours) per week and at least 740 hours per school year.~~
 - ~~B. The normal work year for full-time paraprofessional teacher assistant shall consist of one hundred and eighty-four (184) days and seven hours and ten minutes (7.17 hours) per day, and thirty-five hours and fifty minutes (35.85 hours) per week.~~
- A. The normal hours for a full-time paraeducator shall be 7.17 hours per day, 35.85 hours per week.
 - B. The normal work year for a full-time paraeducator shall be 184 days.

C. If an employee is required to work beyond the normal one hundred and eighty-four (184) day work year, the Superintendent of Schools and the Union shall negotiate the additional hours or days that must be worked.

~~D. On days that schools are closed early due to inclement weather or other unforeseen conditions, all paraprofessional teacher assistants who have completed their work assignments may leave, upon receipt of permission from the Superintendent or designee, one half hour or sooner after the students have been dismissed without loss of pay.~~

~~E.~~

~~D.~~ There shall be one classification of ~~paraprofessional teacher assistants~~ paraeducators in the bargaining unit, although it is understood and agreed that, from time to time, ~~paraprofessional teacher assistants~~ paraeducators may volunteer to perform other work as required in the best interests of the Woodbridge School system. This classification is entitled: ~~Paraprofessional Teacher Assistants~~ Paraeducators.

~~F.~~

~~E.~~ Administration will give priority consideration in the reassignment of the ~~Teacher Assistant~~ paraeducator to serve as a substitute for a teacher. In such cases assignments as a substitute teacher will be made first within the school and grade levels to which the ~~Teacher Assistant~~ paraeducator is assigned. When a member of the bargaining unit is required to serve as a substitute teacher, he or she shall be paid at his or her daily rate (base salary divided by 184 times (x)1.75). When it is necessary to assign ~~Teacher Assistants~~ paraeducators to cover multiple blocks of time in the course of one school day the adjustment of salary to reflect the compensation differential will be based upon a cumulative calculation of one (1) hour or more for the involved blocks of time for which the ~~TA~~ paraeducator is providing coverage.

ARTICLE XV – INSURANCE

A. Benefits - All full time and part time employees shall receive the various fringe benefits listed below:

1. A high deductible health plan (HDHP) with a health savings account (HSA) with: deductibles of \$2,000 (Single)/\$4,000 (Two or more) which shall be funded 50% by the Board; after the deductibles are met in-network medical expenses are covered 100%, out-of-network medical expenses are covered at 80%, and prescription copays of \$5/\$25/\$40 apply; in-network out-of-pocket maximums of \$3,000/\$6,000; and out-of-network, out-of-pocket maximums of \$3,000/\$6,000 (summary attached). In addition both the deductibles and out-of-pocket maximums “cross-accumulate” for in and out of network expenses. Employees not eligible to participate in an HSA shall have the option of participating in a health reimbursement account (HRA).
2. Blue Cross & Blue Shield full service dental plan with Riders A, B, C, and D.
3. Vision Care Rider

4. Life insurance equal to current salary (but not less than \$10,000.00)
5. Employees who retire may elect to continue, at their own expense, the above-described insurance at group rates, until they qualify for Medicare.
6. A three tier prescription rider with the following deductibles: \$5 generic; \$25 brand – preferred; \$40 brand – non preferred; two time retail co-pay for mail order (Tier 2 and 3 only). There shall be concurrent review for manufacturer dose limits and drug interaction. Prescriptions may be filled for up to 34 days or up to 100 unit doses at retail or 35 to 100 days supply for mail order. Experimental drugs for cancer treatment, undergoing clinical trial, are covered while other drugs require FDA approval.

~~Effective and retroactive to July 1, 2019, employees shall contribute twelve and one-half (12.5%) percent towards the cost of coverage under the HDHP plan, dental and vision plans. Effective July 1, 2020, employees shall contribute thirteen and one-half (13.5%) percent toward the cost of the HDHP plan, dental and vision plans. Effective July 1, 2021, employees shall contribute fourteen and one-half (14.5%) percent towards the cost of the HDHP plan, dental and vision plans. Effective July 1, 2022, employees shall contribute fourteen and one-half percent (14.5%) towards the cost of coverage under the HDHP plan, dental and vision plans. Effective July 1, 2023, employees shall contribute fifteen percent (15.0%) towards the cost of coverage under the HDHP plan, dental and vision plans. Effective July 1, 2024, employees shall contribute fifteen and one-half percent (15.5%) towards the cost of coverage under the HDHP plan, dental and vision plans.~~

An employee may, at his/her option subscribe to two-person or family coverage. ~~Effective July 1, 2019, said employee shall contribute an amount equal to 40% of the difference between the cost for the coverage selected and single coverage for the HDHP/HSA Plan for those not grandfathered under Section D below; effective July 1, 2020, employees shall contribute 35% of the difference in cost; and effective July 1, 2021 employees shall contribute 30% of the difference in cost. Effective July 1, 2022, said employee shall contribute an amount equal to 25% of the difference between the cost for the coverage selected and single coverage for the HDHP/HSA Plan.~~

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

B. Voluntary Waiver of Health Insurance Coverage

1. Any ~~teacher assistant~~ paraeducator may elect, on a completely voluntary basis, to waive Board-provided health insurance coverage. ~~Teacher assistants~~ Paraeducators electing to do so shall sign a voluntary waiver of coverage form prior to the beginning of any contract year.
2. In consideration of such voluntary waiver of insurance, the Board will pay \$1,800. per year in twenty-two (22) equal installments each year that the waiver is in force

provided the paraeducator was employed by the Board by September 15 of that school year.

3. Any ~~teacher assistant~~ paraeducator who, because of changed circumstances, wishes to revoke his or her insurance waiver may do so by notifying, in writing, the Superintendent of Schools. Upon receipt of such notification, the Superintendent will contact the applicable insurance carriers and request reinstatement of the ~~teacher assistant~~ paraeducator under Board-approved health insurance coverage.
 4. Insurance coverage waivers are subject to any limitations or restrictions which may be imposed by the applicable insurance carriers. ~~Teacher assistants~~ Paraeducators who waive insurance coverage and subsequently apply for reinstatement shall be subject all reinstatement provisions imposed by the applicable insurance carriers including any waiting period or periods. The terms of this waiver provision must also be acceptable to the underwriting carriers.
 5. A ~~teacher assistant~~ paraeducator may elect to “step down” from one’s eligible medical insurance coverage to a lower level of coverage consistent with the various options offered by the school district. In consideration of such a voluntary reduction in medical insurance benefits, the Board will pay:
 - a) if one elects to “step down” from family to zero coverage; not less than \$1,800.
 - b) if one elects to “step down” from family to single coverage; not less than \$1,000.
 - c) if one elects to “step down” from family to dual coverage; not less than \$600.
 - d) if one elects to “step down” from dual to zero coverage; not less than \$1,800.
 - e) if one elects to “step down” from dual to single coverage; not less than \$400.
 - f) if one elects to “step down” from single to zero coverage. not less than \$1,800.
- C. Self Insurance - The Board shall have the right to self-insure in whole or part in order to provide the insurance coverages set forth above, provided that there shall be no reduction or diminution in the above coverage on an overall basis and no increase in expense to any bargaining unit members, and provided further that coverages which result from self-insurance are at least equal to coverage described above, in terms of coverage, benefits and administration on an overall basis.

~~D. Effective Dates of Coverage~~

- ~~1. ——— Teacher assistants hired full time with the date of hiring effective July 1, 1993 or thereafter will be eligible for single medical insurance coverage only.~~

~~However, an individual may elect to waive such coverage as in B1-4 above and will receive not less than \$1,800 in consideration for this waiver.~~

- ~~2. Teacher assistants hired part time with the date of hiring effective July 1, 1993 or thereafter will be eligible for full single medical insurance coverage only. However, an individual may elect to waive such coverage as in B 1-4 above and will receive not less than \$1,800. in consideration for this waiver.~~
- ~~3. Teaching assistants hired before July 1, 1993, and presently receiving two person or family coverage, shall continue to be eligible for said coverage subject to paying the applicable cost share provided in Paragraph A above.~~

ARTICLE XVI - JURY LEAVE

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

ARTICLE XVII - LAYOFF AND RECALL RIGHT

- A. In the event that layoffs become necessary the employee with the least seniority system wide affected shall be laid off first. When employees are to be recalled, the first to be recalled shall be the senior employee on the recall list.
- B. Laid-off employees shall have recall rights for a period of eighteen (18) months from the date of lay-off. An employee who waives recall rights and/or refuses recall from lay-off shall lose all recall rights.
- C. For the purpose of this Article, seniority shall be defined as an employee's continuous length of service with Board from said employee's most recent date of hire.
- D. All benefits except what the statutes provide at the time of a layoff including but not limited to such items as unused sick leave, pension rights, seniority, etc., shall be restored to the employee upon his/her return to active employment, if within the specified eighteen (18) months time period as defined above.
- E. All laid-off employees shall be notified by ~~certified mail and~~ e-mail of job openings.
- F. No new ~~paraprofessional teacher assistants~~ paraeducators shall be hired until all laid-off ~~employees~~ paraeducators have been recalled and have been given notification by ~~certified mail~~ e-mail.
- G. If an employee has secured temporary employment elsewhere he/she shall be allowed 10 working days of time before being required to report to work.

- H. While on lay-off, the employee will have the option when permitted by Statute or the insurer to remain an active participant in fringe benefit programs by contributing the full amount.

ARTICLE XVIII - DISCIPLINE

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

ARTICLE XIX - INCLEMENT WEATHER CONDITIONS

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

ARTICLE XX - EMPLOYEE REVIEW OF OFFICIAL PERSONNEL FOLDERS

- A. Employees desiring to review their official personnel folders will be permitted to do so by making an appointment through an Administrator.
- B. The employee will be afforded the opportunity to put on record any statement he/she wishes to make about unfavorable information contained in the mentioned folders.
- C. ~~Reports or written statements of criticism~~ Any report or written statement of criticism with respect to a bargaining unit member ~~by a principal, teacher, or other school administrators,~~ which is to be placed in the member's personnel file should must be given to the bargaining unit member in copy form. ~~To assure compliance with this section, principals, teachers, or other administrators will be instructed to furnish copies of such written statement of criticism to the bargaining unit member and bargaining unit members may, as provided above, review their official personnel files from time to time.~~ As provided in Section B above, the employee will be afforded the opportunity to put on record any statement he/she wishes to make about said written statement of criticism, and such rebuttal shall be placed in the employee's official personnel file.

ARTICLE XXI - SENIORITY

For the purpose of this Article:

- A. Seniority is defined as an employee's continuous length of service with the Board from said employee's most recent date of hire, regardless of hours worked, provided

that the employee would have met the eligibility requirements for inclusion in this bargaining unit.

- B. The employer shall prepare a Seniority list of bargaining unit employees on an annual basis and deliver said list with the salary schedule to the CSEA President/Co - President.
- C. An approved leave of absence shall not be construed as a break in continuous service; however, no accrual of seniority shall occur during an approved leave of absence.

ARTICLE XXII – ASSIGNMENT OF PARAPROFESSIONAL TEACHER ASSISTANTS PARAEDUCATORS

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

ARTICLE XXIII - TRANSFERS

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

ARTICLE XXIV - UNION SECURITY

- A. During the life of this agreement, an employee retains the freedom of choice whether or not to become or remain a member of the Union.
- B. Union dues shall be deducted by the Employer from the pay check of each employee who signs and remits to the Employer an authorization form. Such deduction shall be discontinued upon written request of an employee thirty (30) days in advance.
- C. The amount of dues deducted under this Article, together with a list of employees, shall be remitted to CSEA SEIU Local 2001 within a week after the payroll period in which such deduction is made, together with a list of employees for whom any such deduction is made.
- D. The Union shall indemnify the employer for any liability or damages incurred by the Employer in compliance with this Article.

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

ARTICLE XXV - SEVERABILITY

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

ARTICLE XXVI - TEMPORARY DISABILITY LEAVE

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

ARTICLE XXVII – COMPENSATION

~~A. Effective July 1, 2019, all employees' wage rates shall increase by 2.00%.~~

~~B. Effective July 1, 2020, all employees' wage rates shall increase by 2.00%.~~

~~C. Effective July 1, 2021, all employees' wage rates shall increase by 2.00%.~~

A. Wage rates are indicated in Appendix A of this Agreement, and reflect the following:

- An increase of 3.0% from 2021-22 to 2022-23.
- An increase of 2.5% from 2022-23 to 2023-24 to all columns except the rightmost column, which increases by 1.0%.
- An increase of 2.5% from 2023-24 to 2024-25 to all columns except the rightmost column, which increases by 1.0%.

~~D.~~

~~B.~~ Bargaining unit members; shall receive an annual stipend a wage differential of five hundred dollars (\$500.00) 50 cents (\$0.50) per hour actually worked provided their assignment regularly includes providing:

1. Diapering or direct physical assistance of students with developmental delays requiring a toileting protocol. (Example but not limited to: Grade 4 student who needs physical support with toilet training) or regular and ongoing specialized assistance for students with significant needs who require support with activities of daily living (bodily fluids) that are not developmentally appropriate;
2. If their assignment includes the use of special feeding techniques (including but not limited to tube feeding); or

3. If their assignment regularly includes work with any student who requires ABA/DTI methods as required by an IEP.

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

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

~~Stipends shall be paid in two (2) installments, first payment shall be made with the first paycheck in February, and the second payment shall be made with the last paycheck of the school year.~~

~~E.~~

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

ARTICLE XXVIII - HOLIDAYS

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

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

- B. Holidays shall be celebrated on the day designated under State or Federal law. In the absence of such State or Federal law, holidays falling on a week-end shall be celebrated as follows:
 1. If a holiday falls on a Saturday, it will be celebrated on the previous Friday.
 2. If a holiday falls on a Sunday, it will be celebrated on the following Monday.
 3. If school is in session on any of the holidays listed, the parties will mutually agree on an alternate day off with pay during the next available school vacation.
- C. Payment for each holiday shall be computed by dividing an employee's base salary by 184. Holiday pay shall be added to base salary each year to calculate biweekly compensation.

- D. If the day before Thanksgiving and the last day of school before Christmas vacation are minimum days for students, ~~paraprofessionals~~ paraeducators may leave upon receipt of permission from the Superintendent or designee, one half-hour or sooner after the students have been dismissed, without loss of pay. All other minimum days for students, e.g., teacher conference days and the first and last day of school, shall be full days.
- E. The Board of Education will not schedule work for ~~paraprofessionals~~ paraeducators on any of the holidays listed in Article ~~XXIII~~ XXVIII without negotiating it in advance with the Union.
- F. No employee shall receive holiday pay unless they have worked their scheduled hours of the work day before and their scheduled hours of the work day following the day on which the holiday is observed with the exception of bereavement or medical event as follows: Should a member of the employee's immediate family or a family member bereavement occur on the day before and/or the day after a holiday, holiday pay shall be granted to the employee. Should the employee ~~have a significant medical event requiring inpatient or outpatient hospitalization or surgical procedure become ill on the day before and/or after a holiday~~, holiday pay shall be granted to the employee upon submission of ~~verification of hospitalization or procedure a~~ doctor's note.

ARTICLE XXIX – TUITION FOR CHILDREN OF ~~PARAPROFESSIONALS~~ PARAEDUCATORS

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

ARTICLE XXX - DURATION

The provisions of this Agreement shall be in full effect from ~~July 1, 2019~~ July 1, 2022, and shall continue in force through ~~June 30, 2022~~ June 30, 2025.

WOODBIDGE BOARD OF EDUCATION

By: _____ Date _____
Board Chairperson

By: _____ Date _____
Superintendent of Schools

WOODBIDGE ~~PARAPROFESSIONALS~~ PARAEDUCATORS ASSOCIATION CSEA SEIU LOCAL 2001

By: _____ Date _____
Union Staff Representative

By: _____ Date _____
Local President

APPENDIX A

Compensation

~~CSEA SEIU Local 2001
Woodbridge Paraprofessionals Chapter
Salary Schedule 2019 – 2022~~

I. ~~BASE~~ SALARY SCHEDULE 2022 – 2025

2019-20	\$24,335 (\$18.45/hr) plus ten (10) paid holidays = \$25,658
2020-21	\$24,822 (\$18.82/hr) plus ten (10) paid holidays = \$26,171
2021-22	\$25,318 (\$19.20/hr) plus ten (10) paid holidays = \$26,695

~~NOTE: If school starts before Labor Day, an additional holiday will be added to the salary for that year.~~

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

II. LONGEVITY PAYMENTS

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

Full time employees:

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

~~Payments are made in two equal installments. Payments will be made in a separate check, apart from weekly wages. The first payment is in December and the second payment is on the last pay date of the fiscal year. Each employee eligible for longevity pay will receive the pay in one installment on the last pay date of the fiscal year.~~

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

Part-time employees:

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

~~Payments are made in two equal installments. Payments will be made in a separate check, apart from weekly wages. The first payment is in December and the second payment is on the last date of the fiscal year. Each employee eligible for longevity pay will receive the pay in one installment on the last pay date of the fiscal year.~~

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