

**AGREEMENT
BETWEEN
THE ORANGE BOARD OF EDUCATION**

-and-

CSEA SEIU LOCAL 2001

**(Administrative Assistants and
Paraprofessionals)**

July 1, 2024 to June 30, 2027

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AGREEMENT

This Agreement is entered into by and between the BOARD OF EDUCATION of the TOWN OF ORANGE, CONNECTICUT, a municipal employer (hereinafter referred to as the "Board" or the "Employer"), and CSEA SEIU LOCAL 2001, an employee organization with a principal place of business at Hartford, Connecticut (hereinafter referred to as the "Union").

ARTICLE 1 RECOGNITION

Section 1. The Board recognizes the Union as the exclusive representative of a bargaining unit consisting of all employees engaged in clerical, secretarial, general office professional, instructional paraprofessional and Board Certified Associate Behavioral Analyst positions in each of the public school buildings in the Town of Orange, Connecticut, excluding Board of Education central office employees, for the purposes of collective bargaining on questions of wages, hours and other conditions of employment.

ARTICLE 2 UNION SECURITY

Section One: Consistent with labor laws and precedent, an employee retains the freedom of choice whether or not to become or remain a member of the Union designated as the exclusive bargaining agent.

Section Two: Union dues shall be deducted by the Employer from the paycheck of each employee who signs and remits to the employer and authorization form. Such deductions shall be discontinued upon written request of an employee or if an employee is on unpaid leave.

Section Three: The amount of dues deducted under this Article, together with a list of all employees for whom such deductions were made, and a list of all employees in the bargaining unit, shall be remitted to the Union's designee on no more than a monthly basis, or if requested by the Union due to possible changes in the number of members in the bargaining unit. The Union shall give the Board at least thirty (30) calendar days' notice of any change in the amount of dues.

Section Four: The Union agrees to indemnify and 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 Union for purposes of complying with the provisions of this Article.

ARTICLE 3 NEGOTIATIONS

Section 1. Negotiations for a successor agreement will begin at least one hundred twenty (120) days prior to the expiration of this Agreement.

ARTICLE 4 WORKING CONDITIONS

Section 1. Administrative Assistants - The workday for administrative assistants shall be eight (8) hours including a paid one-half hour (1/2) lunch period. The one-half (1/2) hour lunch period shall be taken within the school grounds at a time agreed to by the Principal and the Administrative Assistants.

Section 2. General Office Professional - Except as otherwise provided in this Agreement, the workday for General Office Professional shall be seven and one half (7 1/2) hours at Race Brook, Peck Place and Mary L. Tracy including a paid one-half (1/2) hour lunch period. The one-half (1/2) hour lunch period shall be taken within the school grounds at a time agreed to by the Principal and the employee. Except as otherwise provided in this Agreement, the workday for General Office Professionals at Turkey Hill School shall be five and three-quarter (5 3/4) hours including a paid fifteen (15) minute lunch break. The fifteen (15) minute lunch break shall be taken within the school grounds at a time agreed to by the Principal and the employee.

Section 3. Instructional Paraprofessionals - The workday for Instructional Paraprofessionals shall be six and one-half (6 1/2) hours including a paid one-half (1/2) hour lunch period. The one-half (1/2) hour lunch period shall be taken within the school grounds at a time agreed to by the Principal and the employee.

Section 4. Board Certified Associate Behavioral Analyst — The workday for Board Certified Associate Behavioral Analyst Paraprofessionals shall be six and one-half (6 1/2) hours including a paid one-half (1/2) hour lunch period. The one-half (1/2) hour lunch period shall be taken within the school grounds at a time agreed to by the Principal and the employee.

Section 5. On or before July 1st of each school year, the Superintendent or designee shall notify each employee of the employee's specific starting and finishing times for his or her workday schedule for the coming school year.

Section 6. In light of the responsibility of the Board to schedule the school hours in each school to serve the best interests of the students and the educational process, if during the course of any school year it becomes necessary to amend the starting and finishing times of an employee's workday schedule, the Superintendent or designee will provide at least two weeks' notice of the change to the employee and the Union, where practicable.

Section 7. Nothing in this Article 4 or in Article 5 below, shall be construed as a guarantee of a minimum number of hours per day, hours per week, or days per year.

Section 8. When any worker covered under this agreement is asked to cover (substitute) for a teacher, they will be paid fifteen (\$15) dollars in addition to their regular pay if they work an entire half day. When a worker is asked to cover for a teacher and they work an entire full day, they will be paid thirty dollars (\$30) for having worked the entire full day.

In addition to the above, proposal, the Union shall withdraw the pending grievances and/or prohibited practice charges, with prejudice, that are pending against the Board of Education before the State Board of Labor Relations and/or the State Board of Mediation and Arbitration. In exchange the Board shall pay each employee who is the subject of each grievance/charge the sum of fifteen dollars (\$15). All grievances regarding this issue are hereby resolved and the Union agrees to the language above.

Section 9. Employees shall be paid a stipend of \$250 per school year (prorated if less than a year) if they are given a yearly assignment to a 4th, 5th or 6th grade student to perform the following duties on a regular basis:

- (1) Diapering or direct physical assistance to student that have a pre-established toileting protocol or those who required direct support with activities of daily living (i.e. bodily fluids) that are not developmentally appropriate; or
- (2) The implementation of special feeding techniques.

The stipend does not include those employees who provide such services on a temporary, substitute or individual basis.

ARTICLE 5 WORK YEAR

Section 1. The standard work year shall be as follow:

Administrative Assistants	School year plus up to 20 additional workdays. The scheduling of such days shall be determined by the Administration in consultation with the employee; however, the final scheduling decision shall be determined by the Administration.
Instructional Paraprofessionals	School year plus up to 3 additional workdays as determined by the Administration.
General Office Professionals	School year plus up to 10 additional workdays as determined by the Administration.

Board Certified Associate Behavioral Analyst	School year plus up to 2 additional workdays as determined by the Administration.
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Section 2. Notwithstanding the foregoing, employees shall be paid for hours actually worked as reflected on weekly time records, at the rates set forth in Article 21. Provided, however, employees who report to work shall receive their regular full day's pay for the following days only, irrespective of the number of hours worked.

- a) the day before Thanksgiving, the day before Christmas break and the last day of school provided these are early release days for students; and the last bus has checked in.
- b) the parties agree to continue the existing practice regarding snow days, i.e., in the case of a delayed opening, employees start time shall be delayed by the same amount as the student delay (e.g., 120 minutes); and in the case of an early dismissal, administrative assistants are to stay one hour after the students are dismissed.

Section 3. When a General Office Professional fills in, for one full day or more, for a School Administrative Assistant, the General Office Professional shall be paid at the Administrative Assistant pay rate for all consecutive work hours in the Administrative Assistant position. The General Office Professional shall be paid at the Administrative Assistant pay rate consistent with the General Office Professional's regular pay tier. For example, a General Office Professional in an After-1 -year tier shall be paid at the Administrative Assistant After-1-Year rate.

Section 4. Each year, after the School Calendar is officially adopted by the Orange Board of Education, the Superintendent shall designate the work year for each class of employee: Administrative Assistants, Instructional Paraprofessionals, General Office Professionals and Board Certified Associate Behavioral Analyst Paraprofessionals. The Superintendent shall provide written notice of the work year designations to the Union and to bargaining unit employees within ten (10) calendar days of the adoption of the School Calendar by the Orange Board of Education.

Section 5. Effective July 1, 2017, Instructional Paraprofessionals will not stay on minimum school days for professional development. Instead, Instructional Paraprofessionals will have three (3) dedicated professional development days during the work year, as scheduled by the Administration.

ARTICLE 6 OVERTIME PAY

Section 1. All employees shall be compensated at straight time rates up to forty (40) hours per calendar week. Time worked in excess of forty (40) hours in a calendar week shall be compensated at time and one half (1 1/2) the hourly rate. The Board may require employees to keep accurate and contemporaneous records of their time worked in a manner proscribed by the Board. The method of recording time shall be consistent by position across all worksites.

Employees shall not work time in excess of their regular scheduled workweek except with authorization of the School Principal or the Director of Special Education. Working time in excess of an employee's regular scheduled workweek without authorization constitutes sufficient cause for disciplinary action.

ARTICLE 7
RESERVED

ARTICLE 8
SICK LEAVE

Section 1. All employees are eligible for paid sick leave. Paid sick leave is for medical absences from work that are not due to a work-related illness or injury.

Section 2. Eligible employees receive twelve (12) days of paid sick leave per work year. Paid sick leave days are pro-rated according to the employee's regular workday. For example, an employee with a regular seven and one half (7 1/2) hour workday receives a seven and one half (7 1/2) hour paid sick leave day; an employee with a regular five and three quarter (5 3/4) hour workday receives a five and three quarter (5 3/4) hour paid sick leave day.

Section 3. Employees hired on or before June 30, 2017 may carry over their unused sick days from year to year and accumulate a total of up to one hundred sixty (160) unused paid sick leave days. Employees hired on or after July 1, 2017 may carry over their unused sick days from year to year and accumulate a total of up to one hundred twenty (120) unused paid sick leave days.

Section 4. Paid sick leave may be used in full- or half-day increments. Paid sick leave is charged against an employee's current work year allotment before it is charged against the employee's accumulated paid sick leave balance.

Section 5. There is no payment for unused paid sick leave upon retirement or upon termination of employment, whether voluntary or involuntary.

Section 6. All absences from work must be reported to the School Principal or Director of Special Education through the Board's absence management system. Absences ordinarily must be reported before the start of an employee's scheduled workday. When advance notice is not possible, the absence must be reported as soon as practicable under the circumstances.

Section 7. Employees may be required to provide appropriate medical documentation in support of absences of four (4) or more consecutive workdays or in instances of excessive, frequent or habitual absences from work. Abuse of paid sick leave constitutes sufficient cause for disciplinary action.

ARTICLE 9
LEAVE OF ABSENCE

Section 1. Any employee with three (3) or more years of service may request a leave of absence without pay by making said request in writing to the school principal. The granting of an unpaid leave is for the following purposes and is subject to a recommendation of the school principal and approval of the Superintendent.

- a) Illness which lasts beyond the period of allowed sick leave specified in Article 8 herein, provided such unpaid leave shall not exceed one (1) year.
- b) Child rearing during the post childbirth period after the employee's physician attests that her disability has ended and she is physically capable of resuming her regular duties without restriction. Said leave shall not exceed three (3) months.
- c) Personal reasons clearly specified

Section 2. An employee may choose to continue insurance benefits at full group rates at the employee's expense provided it is acceptable to the carrier.

ARTICLE 10
INSURANCE

Section 1. Health Insurance. The Board agrees to provide health insurance benefits for eligible employees and their dependents as set forth below.

A. Eligibility

All full-time employees are eligible for Board-sponsored health insurance benefits. As used in this Section 1 of Article 10, 'full-time' means regularly working an average of at least 30 hours in a work week.

B. Health Insurance Coverage

A High Deductible Health Plan with a Health Savings Account shall be the sole health insurance plan. The HDHP shall have the following features:

High Deductible Health Plan/H.S.A. Plan

Effective as soon as practicable following the ratification of this Agreement, the HDHP-HSA Plan will be modified to include the following elements set forth below:

	In-Network	Out-of-Network
Annual Deductible (individual/aggregate family)		\$2,000/4,000
Co-insurance (Plan/Member)	100/0%	80/20%
Cost Share Maximum (individual/aggregate family)		\$5,000/10,000
Lifetime Maximum	Unlimited	Unlimited
Preventive Care	Deductible not applicable	20% co-insurance after deductible, subject to co-insurance limits
Prescription Drug Coverage (after exhaustion of deductible)	\$10/25/45 (retail) through June 30, 2019; \$10/30/45 (retail) as of July 1, 2019.	

Board Contribution to HDHP-HSA Plan Deductible.

The Board will fund the applicable HSA deductible amount for full-time employees as follows:

Effective July 1, 2024: \$800 for single/ \$1,600 for dependent.
Effective July 1, 2025: \$800 for single/ \$1,600 for dependent.
Effective July 1, 2026: \$700 for single/ \$1,400 for dependent.

The Board's deposit toward the funding of the HDHP-HSA Plan deductible will be deposited into employee HSA accounts as follows:

- The Board's deposit will be deposited into employee HSA accounts in two (2) installments on the following dates: one-half (1/2) on or about the Board's first regular payroll date of September and one-half (1/2) on or about the Board's first regular payroll date of January.
- For employees moving to the HDHP on January 1, 2023, the Board shall fund its 40% contribution obligation on or about the Board's first regular payroll in January 2023. Thereafter, it shall be done in accordance with the dates above.

- The Board's HSA contribution obligation shall be pro-rated for employees hired after July 1 in any year in which such employee is hired.

The Board and the Union acknowledge that the Board's deposit toward the funding of the HDHP-HSA Plan deductible is not an element of the underlying insurance plan, but rather relates to the manner in which the HDHP-HSA Plan deductible is funded for actively employed employees. The Board shall have no obligation to fund any portion of the HDHP-HSA Plan deductible for retirees or any other individual(s) upon an employee's separation from Board employment for any reason.

Health Reimbursement Account.

A Health Reimbursement Account ("HRA") will be made available for any employee who is precluded from participating in an HSA account because the employee receives Medicare and/or veterans' benefits. The annual maximum reimbursement by the Board for employees participating in an HRA shall not exceed the dollar amount of the Board's annual HSA contribution for employees enrolled in the HDHP-HSA Plan.

Section 2. Employee Contributions

Employees shall contribute toward the cost of health and prescription insurance as follows:

- Effective upon ratification and approval: 20%
- Effective July 1, 2025: 20.5%
- Effective July 1, 2026: 21.5%

Employee contributions shall be paid by payroll deduction.

Section 3. The Blue Cross Full Dental Plan with Riders A & C for any employee choosing to be covered.

For individual dental coverage for the employee the employee shall pay the following percentages of the dental premium costs:

- Effective upon ratification and approval: 21.5%
- Effective July 1, 2025: 22%
- Effective July 1, 2026: 22.5%

If any employee elects family coverage, then such family coverage shall be paid for fully by the employee (the difference between single coverage rate and the family rate being the cost to the employee for family coverage.)

Employee contributions shall be paid by payroll deduction.

Section 4. The Board agrees to maintain an IRC §125 Plan.

Section 5. Life insurance of \$30,000 on the individual employee, with double indemnity for accidental death and dismemberment.

Section 6. (a) Retirement medical: Employees who retire under the provisions of the Town of Orange defined contribution plan may elect, at their own expense, health insurance coverage up to attainment of the age of 65 years under the same plan then offered to active employees.

(b) For employees who are at least 65 years of age at retirement with 180 months of employment with the school system, the Board agrees to pay the cost of the Blue Cross supplement to Medicare at time of retirement up to the cost of coverage at time of retirement and Blue Shield 81 up to maximum of \$150 per year, until the employee reaches the age of 80. The Board will only pay for the retired employee's coverage as specified. The employee's spouse may purchase and pay the full group rate premiums for the same coverage if the spouse is not covered by another group insurance plan. After age 80, the employee may purchase coverage, through the Board, for employee and spouse, at employees' cost. The foregoing shall be limited to fully insured, pool-rated plans offered by the Town.

Section 7. The Board of Education shall have the right to change insurance carriers, plans and/or to self-insure in whole or in part in order to provide the insurance set forth above, provided that the overall level of benefits remains substantially comparable, when the plan is considered as a whole.

Section 8: After completing one year of employment, employees are eligible to participate in the Town of Orange 401(a) defined contribution plan. The Board of Education agrees to match on behalf of the employee, an amount up to a maximum of no greater than 10% as of current employment agreements and as defined by the Plan. The employee is responsible for contacting Human Resources for enrollment information upon the completion of their first year of employment.

ARTICLE 11 PERSONAL LEAVE

Section 1. All employees are eligible for paid personal leave after completing ninety (90) days of continuous service with the Board, calculated from their first day of work in a position in this bargaining unit.

Section 2. Eligible employees may take up to three (3) paid personal leave days per year for pressing personal business which cannot otherwise be scheduled outside of work such as legal business, medical appointments, family obligations (e.g., graduations, weddings, significant family events), or emergencies of a critical nature.

Section 3. In addition, eligible employees also may take up to three (3) paid personal leave days per year due to illness in the immediate family that requires the presence of the employee.

Section 4. Paid personal leave expires at the end of the year in which it is available for use and does not accumulate or carry over from work year to work year.

Section 5. Use of paid personal leave requires approval of the School Principal and/or the Director of Special Education. Requests for personal leave must be submitted through the Board's absence management system, indicating the reason personal leave is requested. Requests for personal leave should be submitted at least forty-eight (48) hours in advance. When the need for personal leave is not reasonably foreseeable, the request should be submitted as soon as practicable under the circumstances. Approval of personal leave requests shall be at the discretion of the School Principal and/or the Director of Special Education.

Section 6. Paid personal leave shall not be granted for workdays immediately prior to or following a vacation or holiday.

ARTICLE 12 **DEATH IN THE IMMEDIATE FAMILY**

Section 1. Each employee shall be granted three (3) days' leave with pay in case of death in the immediate family. The purpose of the leave shall be for the employee to make arrangements for and attend the immediate family member's funeral or memorial service, and this clause shall be administered with that purpose in mind. Up to two (2) additional days may be granted by the Superintendent or the Director of Curriculum, Instruction and Personnel, at their sole discretion, if there is an unusual hardship. The immediate family is defined as spouse, children, a member of the household, father, mother, sisters, brothers, grandparents, and members of an employee's spouse's or life partner's same immediate family.

An employee shall be granted a total of one (1) paid day per work year to attend the funeral or memorial service of a person outside the employee's immediate family.

The Board may require appropriate documentation in support of an employee's request for leave under this Article.

ARTICLE 13 **JURY DUTY**

Section 1. All employees receive time off for jury duty. All employees receive time off with full pay for the first five (5) days of jury duty (per occasion). After five (5) days, time off for jury duty is paid at a rate equivalent to the difference between the employee's regular per diem rate and the statutory per diem rate paid to jurors by the state.

Section 2. Employees on jury duty are expected to return to work if excused from jury duty for the day and there are four (4) or more hours remaining in the employee's regular workday. On such occasions, an employee will not be paid more than his/her regular per diem rate for the date.

Section 3. Employees who are summoned for jury duty must notify their supervisor promptly and provide a copy of the jury duty summons for verification. Employees also must

submit proof of their jury duty service to their supervisor on returning to work after completing their jury duty service. The Board may require employees serving jury duty of longer than one (1) week to submit proof of jury duty service on a weekly basis.

ARTICLE 14 **HOLIDAYS**

Section 1. All employees covered by this contract shall be granted paid holidays as follows: Memorial Day, Thanksgiving Day, Christmas, New Year's Day, Martin Luther King Day, Good Friday, Labor Day, Columbus Day and President's Day. Yom Kippur will be a paid holiday only in years when this holiday falls on a weekday.

Section 2. The employee must work the entire last regularly scheduled workday prior to the holiday and the entire regularly scheduled workday immediately following the holiday to qualify for a paid holiday.

ARTICLE 15 **PROMOTIONS AND VACANCIES**

Section 1. Notice of any vacancy in the bargaining unit covered by this Agreement shall be emailed to each bargaining unit employee via district emails at least one (1) week in advance of the closing date for applications. The notice shall state the job title, job description and the current wage.

Section 2. The Superintendent shall determine the qualifications of all applicants and fill the position in accordance with the following guidelines: If applicants are not equally qualified, the position shall be given to the person found by the Superintendent to be most qualified; if applicants are equally qualified, preference shall be given in the first instance to members of the bargaining unit over applicants who are not members of the bargaining unit and as between applicants who are members of the bargaining unit, preference shall be given by seniority. Seniority is defined as the number of years of uninterrupted service in a bargaining unit position. The Board shall each September prepare a seniority list covering bargaining unit employees and furnish a copy to the Union.

Section 3. Former employees shall retain step placement if they are reappointed within one (1) year, providing they had at least a 'meets expectations' or 'accomplished' rating, as applicable, at the time of their leaving and can demonstrate satisfactory proficiency in the position's requirements.

Section 4. The layoff of employees shall be based upon qualifications and performance, as determined by performance evaluations conducted in accordance with a performance evaluation system implemented by the Board, effective with the 2014-15 contract year.

The following standards shall be applied by the Board in carrying out the provisions of this section:

- a) Each employee's most current overall performance rating shall be used in implementing the provisions of this section.
- b) Based on such overall performance ratings, employees in the affected job classification shall be grouped into the following categories, as applicable:
 - 4: Exceeds expectations / Exceeds standards
 - 3: Meets expectations / Accomplished
 - 2: Needs improvement
 - 1: Does not meet expectations / Does not meet standards
- c) Employees within the affected job classification shall be laid off in the following order, based on their overall performance ratings:
 - 1) Employees in Category 1 (Does not meet expectations / Does not meet standards)
 - 2) Employees in Category 2 (Needs improvement)
 - 3) Employees in Category 3 (Meets expectations / Accomplished)
 - 4) Employees in Category 4 (Exceeds expectations / Exceeds standards)
- d) Within each of the four rating categories set forth in Sections (b) and (c) above, employees within the affected job classification shall be laid off in inverse order of their seniority, with the employee holding the least seniority being released from employment first. Notwithstanding the foregoing, nothing in this provision shall require the Board to place an employee in a job assignment if the employee does not have the ability and qualifications to perform the duties of the assignment effectively.
- e) In the event that an employee in Category 2 (Needs improvement) is laid off as a result of a reduction in force, the employee and/or the union shall have the right to file a grievance with respect to the layoff, based on a claim that the employee's placement in Category 2 (Needs improvement) was arbitrary and capricious. The grievance shall be subject to all of the provisions of Article 16 (Grievance Procedure). Any such grievance may be sustained only if it is established that the employee's placement in Category 2 (Needs improvement) was arbitrary and capricious.

Section 5. When employees are to be recalled, the first to be recalled shall be last laid off from the class in which the job is available provided the employee has the qualifications and proven ability to do the available work and provided the employee was laid off in Category 3 or Category 4. Nothing in this Section 5 shall require the Board to recall employees laid off in Category 1 or Category 2.

Section 6. Laid off employees shall have recall rights for a period of fourteen (14) months from the date of layoff. An employee who refuses recall or fails to respond to a recall notice within seven (7) calendar days of the mailing of such notice by certified mail, return receipt requested, shall lose all further recall rights. Any employee recalled within such fourteen (14) month period shall be credited with such seniority rights as he/she has accumulated prior to layoff. The provisions of the Town of Orange defined contribution plan shall control when computing years of credited service for contribution purposes.

ARTICLE 16 GRIEVANCE PROCEDURE

Section 1. Purposes

- a) The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances.
- b) Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure (subject to the provisions of the Freedom of Information Act).
- c) Nothing herein contained shall be construed as limiting the right of any bargaining unit employee having a problem to discuss the matter informally with any appropriate member of the Administration or with any appropriate representative of the Union, provided that the permission of a supervisor must be obtained if discussions are to be held during working hours.

Section 2. Definitions

- a) A "grievance" is a claim of a violation, misapplication or misinterpretation of a provision of this Agreement.
- b) An "aggrieved person" is the person or persons making the claim.
- c) The term "days" except where otherwise indicated, means business days on which the Board's central office is open.
- d) The instances where reference is made to the "Superintendent", it shall be understood that such reference can mean his/her designated representative also.

Section 3. Time Limits

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to

expedite the process. The time limits specified may, however, be extended by mutual agreement, in writing.

Section 4. Informal Procedures

If an employee feels that he/she may have a grievance, he/she shall first discuss the matter with his/her immediate supervisor in an effort to resolve the problem informally. Such discussion shall take place within ten (10) days of the event giving rise to the grievance, or the date the employee should have known of the events leading to the grievance.

Section 5. Formal Procedures

a) Level One — Immediate Supervisor

1. If within ten (10) days after discussion has taken place as discussed in Section 4 above, the aggrieved person is not satisfied with the disposition of her problem through informal procedures, she may submit her claim as a formal grievance, in writing, to her principal or immediate supervisor.
2. The principal or supervisor shall within ten (10) days render his decision and the reasons therefore, in writing, to the aggrieved person, with a copy to the Union's PR & R Committee.

b) Level Two — Superintendent of Schools

1. In the event that such aggrieved member of the Unit is not satisfied with the disposition of his/her grievance at Level One, or in the event that no decision has been rendered within ten (10) days after the presentation of the grievance, he/she may file a written grievance with the president of the Union within five (5) days after the decision at Level One, or fifteen (15) days after the grievance was presented, whichever is sooner. Within five (5) days after receiving the written grievance, the President of the Union shall refer it to the Superintendent. The Superintendent shall render a decision, in writing, within five (5) business days. The Union shall have the right to a meeting prior to any decision being rendered in which case the timeline for the Superintendent's response shall be extended in order to permit the meeting to occur.

c) Level Three — Arbitration

1. In the event that an aggrieved member of the Unit is not satisfied with the disposition of his/her grievance at Level Two, or in the event no decision has been rendered within ten (10) days after he/she has first met with the Superintendent, he/she may, within five (5) days after a decision by the Superintendent or ten (10)

days after he/she has first met with the Superintendent, whichever is sooner, present a request, in writing to the President of the Union to submit his/her grievance to arbitration the Union may submit the grievance to arbitration within ten (10) days after receipt of a request by the aggrieved person to the Connecticut State Board of Mediation and Arbitration to be processed in accordance with its rules. A copy of the request for arbitration shall be made simultaneously to the Superintendent. The Board of Arbitration may not add to, subtract from, or modify the wording of this Agreement. Its decision must be based upon the wording of this Agreement and will be final and binding upon the parties for the term of this Agreement as long as it is in accordance with law.

2. If the Union timely files for arbitration under this section, the Board may remove the grievance to the American Arbitration Association within ten (10) days after the Union has filed the grievance with the SBMA. In doing so, the Board shall be responsible for all costs and expenses of the AAA for such arbitration.

ARTICLE 17 GENERAL PROVISIONS

Section 1. It is understood that this Agreement is subject to, and shall operate within, the framework of the Statutes of the State of Connecticut.

Section 2. If there is found to exist a conflict between the provisions of this Agreement and the rules, regulations and policies of the Board of Education, the provisions of this Agreement shall control.

Section 3. If any portion of this Agreement is ruled invalid for any reason, the remainder of the Agreement shall remain in full force and effect.

Section 4. This Agreement may not be modified in whole or in part by the parties except by an instrument, in writing, duly executed by both parties.

Section 5. The Union shall be afforded an opportunity to utilize a section of the bulletin board in the teachers' room at each school.

Section 6. The Board shall continue the present practice of allowing use of school property before or after school for Union meeting if the building is to be otherwise open for other activities.

Section 7. The Board shall furnish such facilities and equipment to bargaining unit personnel as are found in the discretion of the Superintendent to be necessary for members to perform properly the duties assigned to them.

Section 8. Employees shall be allowed a mileage rate equivalent to the IRS designated mileage rate per mile with a minimum of one dollar (\$1.00) per day for the use of their personal

car when such use is directed by their supervisors to perform tasks within the scope of their employment.

Section 9. Employees desiring to review their official personnel folder will be permitted to do so consistent with the provisions of the State Statute by making an appointment through their immediate supervisor with the Superintendent or his/her designee.

Section 10. The Board shall afford to bargaining unit employees such protection as is required by Section 10-235 of the Connecticut General Statutes.

ARTICLE 18
NO STRIKE. WORK INTERFERENCE OR LOCKOUT

Section 1. The Union agrees that during the term of this Agreement it will neither call nor support any work stoppage, strike, slowdown or interference with the operations of the Board, nor will either said organizations or any employee participate in any picketing against the Board, during hours when the schools are in session.

Section 2. The Board agrees that it will not lock out the employees during the term of this Agreement.

ARTICLE 19
COLLECTIVE BARGAINING

Section 1. This Agreement is the result of collective bargaining between the Union and the Board. This Agreement represents the full and complete agreement of the parties with respect to all matters relative to rates of pay, hours of work and other conditions of employment. The parties agree that there has been full opportunity to bring up for negotiations any matter pertaining to rates of pay, hours of work and other conditions of employment, and that no such matters will be brought up for negotiation during the term of this Agreement. Exceptions to the provisions of this Article may be made upon the mutual agreement of the parties.

ARTICLE 20
BOARD PREROGATIVES

Section 1. Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Board has and will continue to retain whether exercised or not, all the rights, powers and authority heretofore had by it, and shall have the sole right, responsibility and prerogative of management of the affairs of the Board of Education and direction of the working forces, including, but not limited to those rights provided by Conn. Gen. Stat. 10-220 and the following:

- a) To determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the Board.

- b) To establish or continue policies, practices and procedures for the conduct of Board business and, from time to time, to change or abolish such policies, practices, or procedures.
- c) To discontinue processes or operations or to discontinue their performance by employees.
- d) To select and to determine the number and types of employees required to perform the Board's operations, and to create, modify and/or eliminate positions accordingly.
- e) To employ, transfer, promote or demote employees, or to lay off, furlough, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Board.
- f) To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Board, provided such rules and regulations are made known in a reasonable manner to the employees affected by them. Nothing in the preceding sentence shall be construed to prevent the Board from taking disciplinary action against an employee for conduct not prohibited by a specific rule or regulation if the employee should reasonably have known that such conduct was improper.
- g) To create job specifications and revise existing job specifications, subject to the Union's right to negotiate the assigned wage rates.
- h) To determine the work year, workday and work schedules for employees.

Section 2. The signing of the Agreement shall not abrogate any employee's rights or privileges to which he or she is entitled by ordinance, charter; or Board rulings.

ARTICLE 21 WAGES

Section 1. Wages during the life of the current contract shall be paid to employees in accordance with the following:

Effective July 1, 2024* 2,590

Classification	Starting Rate	After 1 year	After 2 years
Administrative Assistant	25.24	27.25	30.55 29.52
Instructional Paraprofessional	21.65	23.37	25.30
General Office	21.54	23.32	25.10

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Professional			
Board Certified	28.71	31.02	33.48
Associate			
Behavioral Analyst			

*Wage increases shall be retroactive to July 1, 2024 for employees who are still on the payroll as of the date of the execution of the Contract.

Effective July 1, 2025 2.75%

Classification	Starting Rate	After 1 year	After 2 years
Administrative Assistant	25.93	28.00	31.39
Instructional Paraprofessional	22.25	24.01	26.00
General Office Professional	22.13	23.96	25.79
Board Certified Associate Behavioral Analyst	29.50	31.87	34.40

Effective July 1, 2026 3.0%

Classification	Starting Rate	After 1 year	After 2 years
Administrative Assistant	26.71	28.84	32.33
Instructional Paraprofessional	22.92	24.73	26.78
General Office Professional	22.79	24.68	26.56
Board Certified Associate Behavioral Analyst	30.39	32.83	35.43

ARTICLE 22
DISMISSALS AND SUSPENSIONS

Section 1. An employee shall not be suspended or dismissed without just cause.

Section 2. The Board and the Union acknowledge that employees may be subject to dismissal not only based on misconduct, but also based upon their failure to carry out the responsibilities of their positions effectively, as determined through the Board's performance evaluation system. The parties also agree that the concept of progressive discipline is not applicable to such performance-based dismissals. Accordingly, the parties agree that the just cause standard, excluding any requirement for progressive discipline, shall apply to the dismissal of an employee who falls below the standard of "Accomplished," as determined through the Board's performance evaluation system.

Section 3. Suspensions and dismissals shall be subject to the Grievance Procedure.

ARTICLE 23 PROBATION

Section 1. New employees shall serve a probationary period of six (6) months (while school is in session). During the probationary period employees may be terminated for any reason whatsoever. Any disciplinary action taken during the probationary period is not subject to the grievance and arbitration provisions of this Agreement.

ARTICLE 24 PAYMENT

Section 1. Administrative Assistants shall have the option of taking their expected earnings for any given school year and to receive that compensation in either 23 or 26 equal paychecks; all other employees shall have the option of taking their expected earning for any given year and to receive that compensation in either 22 or 26 equal paychecks. Employees who opt to receive payment over 26 weeks shall receive the final three (3) payments, in the case of administrative assistants, or final four (4) payments in the case of all other employees, in a lump sum at the end of June. Adjustments to paychecks will be made bi-weekly for any overtime worked or time missed during the preceding pay period, as reported on weekly time records. All wage payments shall be made via direct deposit with paystubs sent via the eVoucher system to district email accounts.

ARTICLE 25 INDEPENDENT WORK WITH STUDENTS OUTSIDE OF SCHOOL

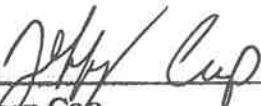
Employees shall not tutor or provide other educational services to Orange Public Schools' students without the prior written authorization of the Administration.

ARTICLE 26 DRESS CODE

The Board and the UNION agree that student performance, achievement, and preparation for lifetime success are positively affected by the professional appearance of the Board's staff. The Board and the UNION further agree that employees should wear clothing that demonstrates their high regard for education and their responsibilities and presents an image consistent with their job responsibilities. Therefore, the Board and the UNION agree that during the workday and anytime employees attend school-sponsored events as part of any of their responsibilities, they shall appear in professionally appropriate attire. Dress should reflect the professional position of the employee, and employees should not dress in ways that would reduce their professional standing or diminish their professional stature as exemplars and role models.

ARTICLE 27
DURATION

Section 1. This Agreement shall become effective upon signing and shall remain in full force and effect through June 30, 2027 inclusive. Unless expressly provided otherwise in the Agreement, no provision of this Agreement shall be applied retroactively.


Jeffery Cap
Chair of the Orange Board of Education

2-10-2025
Date


Susan Keating
President of the Union

2/4/25
Date


Michael Davis
CSEA SEIU Local 2001

2/3/25
Date