

Area Cooperative Educational Services

and

ACES Non-Certified Employees

CSEA, Local 2001, Service Employees International Union, CTW

July 1, 2022 - June 30, 2025

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The Area Cooperative Educational Services, hereinafter referred to as “ACES”, through its Governing Board, hereinafter referred to as the “Board”, and the ACES Non-Certified Employees, CSEA/SEIU, Local 2001, CTW hereinafter referred to as the “Union”, hereby agree as follows:

ARTICLE I - RECOGNITION AND OBLIGATION OF THE PARTIES

- A. The Area Cooperative Educational Services (hereinafter referred to as ACES, Employer and/or the Board), hereby recognizes CSEA/SEIU, Local 2001. CTW (hereinafter referred to as the Union), as the sole and exclusive bargaining agent for all non-certified employees in the following classifications: Planning Aides, Teacher Assistant/Drivers, Job Coach I, Job Coach II, and Job Coach III, as per case number (ME-12,985, decision number 2852), Individual Aides (ME-27,939, decision number 4406), Applied Behavior Analysis (ABA) Trainers (ME-28,076, decision number 4415) and Custodians, Instructors at the Educational Center for the Arts, Office Managers and Secretaries; excluding the two (2) Office Managers and the two (2) Secretaries at the Peter C. Young Building and all Substitute Instructors at the Educational Center for the Arts (ME-34386, decision number 5193) for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment. In addition to the above, ACES agrees to voluntarily recognize non-driving teacher assistants, and the transportation workers as members of the bargaining unit.
- B. It is recognized that the Board has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of ACES in all its aspects, including but not limited to the following:
1. To create, abolish or maintain programs and other educational activities as, in its judgment, will best serve the interest of ACES;
 2. To decide the need and type of facilities;
 3. To determine the care, maintenance, and operation of facilities with buildings, lands, apparatus and other property in its control;
 4. To employ, assign, and transfer employees, and to prescribe and enforce rules and regulations for the maintenance of employee discipline and for the performance of work;
 5. To prescribe rules for the management studies, classification and discipline for ACES programs;
 6. And, in general, to control, supervise, and manage the operations of ACES and its staff under governing laws, and to establish or continue policies, practices and procedures for the conduct of Board business and the management of its operation, and from time to time, to change or abolish such policies, practices or procedures.

These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with or in violation of the specific terms and provisions of this Agreement.

ARTICLE 2 - FULL AND COMPLETE AGREEMENT

- A. This Agreement contains the full and complete Agreement between the Board and the Union on all negotiable issues, and neither party shall be required during the term thereof to negotiate upon any issue, whether it is covered or not covered in this Agreement.
- B. Any item not covered in this Agreement may be governed by existing policies, rules or regulations of the Board, or by the modification of existing policies, rules or regulations or the adoption of new policies, rules or regulations.
- C. All past practices, procedures and customs not specifically incorporated in or protected by this Agreement are hereby rendered null and void.

ARTICLE 3 - UNION COMMUNICATIONS

- A. Adequate bulletin board space in each building where bargaining unit members work and ACES has control of the premises shall be reserved for the exclusive use of the official bargaining agent for the posting of official bargaining agent notices or announcements. No derogatory material may be posted on such bulletin board space. Copies of any notice to be posted shall be submitted to the building administrator. Designated union officials may utilize interoffice mail for delivery of union material between buildings.
- B. One designated bargaining unit member per building, designated each year by the Chapter President, may use the electronic mail system for union business on designated non-work time only. No material derogatory of the agency or any person may be communicated through the electronic mail system. ACES reserves the right to withdraw the privilege of the use of the electronic system for union business should any bargaining member abuse this privilege.
- C. The Chapter President shall have access to the telephone and facsimile machine in their building for sending and receiving union related document on designated non-work time only. The president shall only be allowed use of said devices as long as such use does not interfere with ACES operations. These devices are not to be used for material political in nature or derogatory of any person. The union shall pay for all long-distance charges on a timely basis. ACES reserves the right to withdraw this privilege should ACES decide that its use by the union becomes burdensome to the operations of ACES.
- D. ACES shall post the approved Agreement on the ACES intranet.
- E. ACES shall provide a full list of bargaining unit members to the Union (the Chapter President and Staff Representative) in electronic (preferably excel) format, on a quarterly basis. If on file with the Employer, such list shall include: names, job title, department, work location, work telephone number and the home address of any

employees who have made application for or otherwise gave formal notice of retirement and any employee who has separated employment from ACES (terminations).

ACES shall also provide information concerning new bargaining unit members to the Union (the Chapter President and Staff Representative) in electronic (preferably excel) format. If on file with the employer, such information shall include: names, job title, department, work location, work telephone number and the home address of any newly hired employees and any employees who have made application for or otherwise gave formal notice of retirement and any employee who as separated employment from ACES (terminations). ACES shall provide the Union such information, if possible, with real-time electronic transmission of new hire data but in no event later than ten (10) days after such employee is hired or the first pay period of the month following the hiring of such employee, whichever is earlier.

- F. The Union shall have the right to meet with newly hired employees within the bargaining unit, without charge to the pay or leave time of the employees, for not less than thirty minutes nor more than one hundred twenty minutes, within thirty calendar days after the date of hire, during new employee orientations, or if ACES does not conduct new employee orientation, at individual or group meetings.

ARTICLE 4 - USE OF BUILDINGS

- A. The Union may call meetings in each building after school whenever such meetings do not conflict with other scheduled activities or programs and do not interfere with the employee's work schedule. The Union shall leave the premises in the same condition in which they were found. The Union shall seek prior approval from the Executive Director before using such facilities.

ARTICLE 5 - PROBATIONARY PERIOD

- A. All newly hired employees shall be required to complete a probationary period of sixty (60) working days (excluding sick days and other leave days). During such probationary period, the employee shall have no recourse to the grievance procedure. The Executive Director, at their sole discretion, may terminate an employee during this probationary period. The above shall not apply to current bargaining unit members who are transferred laterally.
- B. Upon successful completion of the probationary period, seniority shall revert back to the original date of hire.
- C. Employees who are hired as permanent substitutes, and subsequently become permanent employees in the same classification for which they were substitutes, with no break in service, shall have all time spent as such a substitute credited towards their probationary period. Employees who are permanent employees who are subsequently awarded a change in job title shall serve a probationary period in the new position for sixty (60) days. During such probationary period, the Executive Director, at their sole

discretion, shall reassign the employee to their previous position. If their past position is not available they will be offered a temporary assignment until such position becomes available.

- D. The Chapter President shall be notified when employees complete their probationary period.
- E. Probationary employees are not entitled to personal leaves (Article 9), vacation time (Article 13), long-term leave (Article 20) or health benefits (Article 11).

ARTICLE 6 - VACANCIES AND TRANSFERS

- A. All vacancies shall be posted on the ACES website (PAYCOM) simultaneously with outside advertising for a period of five (5) working days prior to filling such vacancies or new positions. Notices of vacancies, along with an explanation of why the vacancy has occurred will be sent to the Chapter President at the time of posting. The Executive Director may fill such vacancies or new positions before posting or prior to the end of the posting period on a temporary basis. Preference in hiring will be given to the most senior employee, except in the case of positions for Individual Aides. In that circumstance, the Executive Director, or designee, may fill such vacancies or new positions based on the assessment of the needs of the students and what is in the best interest of the district.
- B. Bargaining unit employees wishing to be considered for such assignment shall submit an application in writing. First preference shall be given to bargaining unit members so long as they are qualified to do the work in the opinion of the Executive Director. If, in the sole determination of the Executive Director, two (2) or more candidates possess substantially equal qualifications, then the candidate with the most seniority in ACES shall be given first consideration for the position. In exercising the judgment required in this Article, the Executive Director shall not act arbitrarily or capriciously.
- C. A vacancy occurs only upon the creation of a new position or upon the death, retirement, resignation, or discharge of an employee when the position held by that employee is not eliminated.
- D. ACES shall determine the appropriate time period in which to fill vacancies.
- E. The transfer of an employee within ACES is a responsibility of and within the discretion of the Executive Director or designee.
- F. The Chapter President shall be notified of all program transfers and appointments to fill vacancies.
- G. Effective July 1, 2023, new positions for Individual Aides will be posted as full time positions. Individuals currently employed in an Individual Aid position with ACES shall have the option to transfer into a new full time position in accordance with all sections of this Article 6.

ARTICLE 7 - SENIORITY AND LAYOFFS

- A. Should it become necessary to lay off staff, the least senior staff member within the program and staff groupings will be laid off first. In the case of Individual Aides, seniority only applies after the Individual Aide has accrued at least two years of continuous service. Seniority at ACES shall be defined as follows:
1. Seniority shall be defined as an employee's length of continuous service with ACES (including time spent as a permanent substitute). If the date of hire of two or more affected employees is the same, the tie will be decided by the Executive Director in their sole discretion based on the employee's qualifications and needs of the program.
 2. For the purposes of this Agreement, seniority shall be prorated based upon hours scheduled per year.
 3. Seniority shall accrue during time spent on the following approved leaves:
 - a) Approved sick or injury leave (job related and non job related) of one year or less.
 - b) Military leave.
 - c) Jury duty leave.
 - d) Vacation leave.
 4. Seniority shall not accrue but shall be bridged in the following cases:
 - a) Approved sick or injury leave (job related and non-job related) exceeding one year.
 - b) Approved leaves of absence without pay.
 - c) Layoffs that do not exceed the period of recall rights as defined in Section E.
 5. Seniority shall be terminated by the following:
 - a) Resignation. (An employee shall give at least two (2) weeks notice before leaving the employ of ACES, unless otherwise mutually agreed upon.)
 - b) Retirement.
 - c) Discharge for cause.

- d) Failure to return from a leave of absence or layoff.
- e) Layoffs exceeding the period of recall rights as defined in Section E.

B. Layoffs

1. In the event of a reduction in force, temporary employees, such as permanent substitutes, and probationary employees shall be laid off first. Thereafter, employees holding the positions (as defined by classification within a program) affected shall be laid off by seniority, within their staff grouping, with the least senior employee in the position being laid off first. Employees to be laid off shall receive at least two weeks notice or pay in lieu thereof. A copy of the notice shall be sent to the Chapter President. As soon as the Executive Director is aware that an employee's contract is not to be renewed for the following school year, the Executive Director will so notify said employee and the Union and Chapter President. The employee shall receive a pink slip on the last day of work or with notification of non-renewal (layoff) should such notification occur after the last day of work.
2. ACES shall notify the Union and Chapter President of any changes in programs, either additions or eliminations that occur throughout the life of the contract. Program groupings are designated by distinct budget units as annually set by the Board. Currently these units are as follows: Whitney Academy, Whitney High North, Mill Academy (inclusive of ASPIRE), Village (inclusive of EIBI), Wintergreen Magnet, ACES at Chase, Educational Center for the Arts, West Haven Collaborative, ACCESS, Transportation, Extension Therapy Services, PDSI, Early Childhood, Behavioral Services, Technology Services, the Autism Center (SAILS), REGIONS, and ACES at Mead (Ansonia).
3. Staff groupings consist of the following:

Teacher Assistant/Driver	Job Coach/Driver II
Job Coach/Driver I	Job Coach/Driver III
Planning Aide	Non-Driving Teacher Assistant
Transportation	Individual Aides
ABA Trainers	ECA Instructors
Secretaries	Custodians
Office Managers	

The above staff groupings are the classifications of employees for purposes of "bumping" as described subsequently in this article. Individual Aides do not participate in the "bumping" process described in Section C. An ABA Trainer whose position is eliminated pursuant to this process, and has previous service in another bargaining unit classification, may "bump" a junior employee in that classification, provided that the ABA Trainer is qualified to perform that job classification at the time of the "bumping."

C. Bumping

An employee whose position in a program grouping as defined above whose position has been eliminated shall have the right to bump the least senior employee in the same program and classification. The least senior employee in the classification and program who is displaced may then bump the least senior employee in a lower classification in the same program provided said least senior employee is less senior than the displacing employee and the displacing employee is qualified to perform the work of the new position.

The order of classifications for the purposes of bumping is:

1. Job Coach/Driver III
2. Job Coach/Driver II
3. Planning Aide
4. Teacher Assistant/Driver
5. Teacher Assistant
6. Job Coach/Driver I
7. Transportation

There shall be downward bumping according to the aforementioned order. Each employee may bump into the next lower category, unless there are no positions in that category for which the employee is qualified. The employee may then proceed to the next category where positions exist with less seniority than their own and for which the employee is qualified.

When a staff member exhausts all displacement opportunities within their program, then said staff member may be able to displace a less senior staff member in another program in accordance with the above noted bumping procedure first within classification and then outside of classification, Cross bumping as noted above shall be subject to a seniority override option by the Executive Director, The Executive Director may override seniority if the following conditions exist:

1. The override option will insure optimum staffing, vis a vis, student/program needs;
2. The junior staff member possesses unique characteristics for the program;
3. To implement a seniority override, the Executive Director shall demonstrate that the staff members retained in the program possess unique and superior qualifications and such unique and superior qualifications are communicated in writing to those having their seniority overridden, with a copy to the union President.
4. The decision of the Executive Director to modify the strict application of seniority shall be subject to binding arbitration in accordance with the rules of

the American Arbitration Association except as such rules may be inconsistent with any of the terms of this contract.

5. The standard by which the decision of the Executive Director shall be judged is whether the decision is reasonable. A decision that is reasonable shall be upheld.

D. Implementation of Layoff Procedure

1. The Executive Director initially determines whether elimination of positions and consequent termination of employees (layoffs) are necessary.
2. Within a reasonable time after making this determination, the Executive Director will meet with the Chapter President and disclose the number of positions and the names of the positions that they will recommend be eliminated.
3. The Executive Director will then obtain authority from the Board of Governors to eliminate positions and layoff staff. The Executive Director shall notify the Chapter President if there is any change to the recommendation by the Board of Governors regarding the number of positions to be eliminated and the number of staff to be laid off.
4. After obtaining appropriate authority, the Executive Director shall meet with Union representatives to discuss who will receive layoff notices and the impact of same.
5. Layoff notices will then be issued.
6. ACES will then allow the employee five (5) work days from the date of receipt of said notice to inform the Executive Director of their intention to exercise bumping rights in accordance with Article 7 of the collective bargaining agreement. Failure to respond within five (5) work days shall be deemed a waiver of bumping rights.
7. Once bumping rights have been determined, the Executive Director will make determinations regarding "the seniority override" provision of the collective bargaining agreement and send notices to the appropriate individuals, including the Chapter President.
8. If the Union disputes any seniority override, a grievance must be filed within ten (10) workdays of the receipt of a notice of layoff termination due to seniority override. Failure to file a written grievance with the Executive Director within the ten (10) day period shall be deemed a waiver of any objection to the layoff. Grievances under this section may only be brought to object to a seniority override in accordance with Sections C.4 and C.5 under Article 7.

E. Recall

Permanent employees who are separated from service through no fault of their own shall be placed on a re-employment list according to classification and in the order of seniority. Each individual so terminated shall remain on the list for twelve (12) months from the date of termination. If an individual notifies the Executive Director in writing prior to the expiration of said twelve (12) month period that they wish to remain on the list for an additional twelve (12) month period, such individual will remain on the list for a total of twenty-four (24) months. It is the responsibility of each individual on the re-employment list to advise the Executive Director, in writing, of any change in address. If a position within a particular program (budget unit) becomes available, the Executive Director shall offer the position to the individual with the most seniority on the list who is properly qualified for the position, except that the employee shall not be recalled to a higher classification than they had been formerly employed without the written approval of the Executive Director. In the case of Individual Aides, the Executive Director, or designee, may base the offer of a position based on their assessment of the needs of the individual student, as well as the qualifications and experience of the Individual Aide(s) subject to recall. The Executive Director's recall decision is subject to the grievance procedure. Such offer shall be made in writing, by certified mail, to the individual at the address of the individual on file with the Executive Director. The individual shall have five (5) working days from the date of mailing of such notice to accept the position. The Chapter President shall be notified of all recalls.

Employees recalled from layoff will return to same salary step from which they left at the time of layoff if they worked less than one-half (1/2) (six months for twelve month employees; five months for ten month employees) of the year in which they were laid off. Employees who worked one-half (1/2) of the year or more will return to the next highest step from that which they left.

Employees recalled to or placed in positions other than their former positions shall have first preference to transfer to their former position for the recall period provided they apply for such position when it becomes vacant or available. Transfers of recalled Individual Aides are in the discretion of the Executive Director, or designee, based on their assessment of the needs of the student(s) and what is in the best interest of the district.

An employee may be recalled to a program other than the one in which they were employed provided they are capable of doing the job as determined by the Executive Director.

- F. An employee who is laid off shall be paid vacation time which has been accrued but has not been taken.

- G. The Board will provide the Union annually with a seniority list containing names, addresses, classifications, pay rate, dates of hire, and seniority date for all employees in the bargaining unit.
- H. The Chapter President shall be notified of all bumping and layoffs.

ARTICLE 8 - INJURY LEAVE

- A. Whenever an employee is absent from work as a result of personal injury caused by an accident arising out of and in the course of their employment, the employee shall be paid their full salary from the date of said injury until such time as they are able to return to work or reaches the point of maximum recovery, whichever comes first. In no event shall such payment for injury leave exceed fifty (50) workdays. After fifty (50) work days, but not beyond the point of maximum recovery, an employee may utilize sick leave up to a maximum of forty (40) days to make up the difference between worker's compensation and their full pay, but only for those days occurring during the employee's regular work period. An employee shall be paid under this Article after signing a release for their Workers Compensation for lost wages to be paid to ACES. If the employee does not sign the release they shall receive their Workers Compensation but no supplemental pay from ACES. All Workers' Compensation checks received for lost wages at any time during the fiscal year are subject to this release.
- B. Bargaining unit members whose injuries have been accepted as compensable under Worker's Compensation guidelines may return to "Light Duty" work if they have been released by the treating physician to do so, and the administration determines such "Light Duty" work is available. Such employees must be able to do a substantial part of their normal jobs, with limitations set by agreement of the treating physician and ACES. Individual Aides must be able to perform the essential functions of their assigned duties, as determined by the Executive Director, without the expectation of reassignment to another student.
- C. An employee who is absent from work as a result of personal injury caused by an accident arising out of and in the course of their employment shall be deemed to be on approved leave until the employee reaches maximum medical improvement. During the period the employee is on said leave the employee shall update the employer at least quarterly on their medical status, along with sufficient supporting medical documentation. Employees who are eligible to return to work shall report to work within five (5) working days of notice from the employer

ARTICLE 9 - PERSONAL LEAVE DAYS

- A. Up to two (2) personal days will be available each year to conduct necessary personal business that cannot be conducted outside of the workday or year. A twelve (12) month employee hired after January 1 of any given year shall be given one (1) personal day for the remainder of the fiscal year. A ten (10) month employee hired after February 1

shall be given one (1) personal day for the remainder of the school year. These days will not accrue annually. Paid personal days may not be taken during an employee's probationary period. Individual Aides may receive one (1) paid and one (1) unpaid personal days to conduct necessary personal business that cannot be conducted outside of the workday or year.

- B. Personal days shall not be used to extend a vacation or holiday. Anyone wishing to use a personal day immediately prior to or immediately following a vacation or holiday, wishes to use two (2) consecutive personal days, or wishes to use a personal day on or after May 1 must submit a written request to the personnel office and a copy to their immediate supervisor stating the specific reasons for the request. The Director of Human Resources may approve the request if they determine that the days are needed for necessary, personal business and are not being used to extend vacation or holiday. Requests for personal days taken on or after May 1 may be approved by the Director of Human Resources to conduct necessary personal business that cannot be conducted outside of the workday or work year.
- C. A minimum of ninety six (96) hours advanced notice to the staff members coordinator is required except in cases of emergency, to be granted a personal day. Employees are not required to indicate the detailed reason for personal day usage, except as noted in B. above.
- D. If there is an emergency situation and ninety six (96) hour prior notice is not possible, the employee must indicate that it is an emergency to their coordinator, as soon as possible.
- E. Personal days may be taken in quarter (1/4) day increments.
- F. Part time employees will receive prorated personal days.
- G. If a snow day occurs on a personal or sick day previously scheduled by a ten (10) month employee, the employee will not be considered to have used a personal or sick day.
- H. In the event of cancellation or delay of a scheduled school day for students due to inclement weather on a scheduled personal day, employees shall have the opportunity to have their accrual for that day restored if the employee electronically modifies the entry within two pay periods of the appropriate pay period window. If the employee fails to electronically modify the time entry during the appropriate pay period window, the employee's absence shall be counted as the personal day initially submitted and ACES shall have no obligation to restore that day to the employee's accrual.

Notwithstanding the foregoing, if an employee's personal day falls on the last day of the pay period, the employee may seek an exemption from the above requirement from the Director or Assistant Director of Human Resources no later than the first day the employee returns to work. Failure to seek a request for exemption from the above requirement on the first day the employee returns to work will result in the request being denied. Employees seeking exemptions under this paragraph will be limited to three (3) exemptions a year.

ARTICLE 10 - GRIEVANCE PROCEDURE

A. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level in the least amount of time, and with a positive atmosphere, equitable solutions to problems which may arise in the interpretation and application of this agreement. The parties agree that the grievance procedure shall be as confidential as is appropriate.

B. Definition

1. "Grievance" shall mean a violation of a specific term or terms of this contract to the detriment of an employee or a group of employees. Grievance shall also mean a violation of ACES policies involving mandatory subjects of bargaining. Such policy grievances may only proceed to the ACES "Board" or a committee thereof for final resolution and are not subject to the arbitration provision of this grievance procedure.
2. "Grievant" shall mean any member or members of the bargaining unit. Anyone who has been a part of a group grievance may not file as an individual on the same issue.
3. "Days" shall mean days when school is in session, except after May 1st, when days shall mean business days, so that the matter may be resolved before the end of the school term or as soon as possible thereafter.

C. Time Limits

1. The number of days indicated at each level of this procedure will be considered as a maximum. The time limit specified may, however, be extended by written agreement of the Union and the appropriate administrator, except that the time limit for the formal filing of a grievance, as noted below, may not be extended by either party.
2. If an employee does not file a grievance in writing within twenty five (25) days after the employee knew or should have known of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived.
3. Failure by the grievant at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.
4. Failure by any administrator to render a decision within the specified time limits shall allow the grievant to proceed to the next level of the procedure.

5. Any grievance not processed in accordance with the time limits specified herein shall be deemed waived by the grievant.
6. The time limits specified at any step of the formal procedure may be extended in any particular instance by written agreement between the Supervisor and the grievant, except as specified in Section C.2. above.

D. Informal Procedure

1. If an employee feels that they may have a grievance, the employee shall first discuss the matter with their immediate supervisor or other appropriate administrator in an effort to resolve the problem informally. The informal procedure shall be a mandatory phase of the grievance procedure.
2. If the employee is not satisfied with the disposition of the matter, they shall have the right to have the Union assist in instituting a formal grievance.
3. If the problem is not resolved, the employee may institute formal procedures.

E. Formal Procedure

1. Level One Immediate Supervisor or other Appropriate Supervisor
 - a) The grievant may file a written formal grievance with the immediate supervisor or other appropriate supervisor which shall specify the term or terms of the contract that the grievant believes had been breached and a proposed remedy.
 - b) The immediate supervisor or other appropriate supervisor may hold a meeting with the grievant prior to making a decision.
 - c) The immediate supervisor or other appropriate supervisor shall, within five (5) days of the written submission of grievance, render his decision and reasons in writing to the grievant.
2. Level Two Executive Director
 - a) If the grievant is not satisfied with the disposition of the grievance at Level One, they may, within five (5) days after the decision, file a grievance with the Executive Director.
 - b) The Executive Director may meet with the grievant prior to making a decision.
 - c) The Executive Director shall, within ten (10) days after the filing of the grievance, render their decision and the reasons in writing to the grievant.

3. Level Three ACES Governing Board

- a) If the grievant is not satisfied with the disposition of the grievance at Level Two, they may, within five (5) days after the receipt of the decision or ten (10) days after the meeting with the Executive Director, file a grievance with the ACES Governing Board.
- b) The ACES Governing Board or a committee thereof, shall, within twenty (20) days after receipt of the grievance, meet with the grievant for the purpose of resolving the grievance. A committee of the Board consists of any members or one member of the Board that attends the meeting. The ACES Governing Board or a committee thereof shall, within ten (10) days after such meeting, render its decision and the reasons in writing to the grievant.

4. Level Four: Arbitration

- a) If the Union and the grievant are not satisfied with the disposition of the grievance at Level Three, the Union may, within ten (10) days after the decision of the Governing Board, submit the grievance to arbitration by notifying the Executive Director of their intent to do so. If the Union and the Executive Director cannot mutually agree upon a single arbitrator to hear the grievance within three (3) days of the notice of intent to submit to arbitration, then the Union may submit the grievance to arbitration by filing a demand for arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association. The American Arbitration Association shall then act as the administrator of the proceedings.
- b) The arbitrator selected shall confer promptly with the representatives of the Board and the Union, shall review the record of prior hearings, and shall hold such further hearings as they shall deem requisite.
- c) The arbitrator shall be bound by the Voluntary Labor Arbitration Rules except as they may be inconsistent with the terms of this Agreement. The arbitrator shall hear only one grievance at a time and shall have no power to add to, delete from, or modify the agreement. The decision of the arbitrator shall be submitted to the Governing Board and to the Union and shall be final and binding.
- d) The costs of the services of the arbitrator shall be borne equally by ACES and the Union.

F. Rights of Employees to Representation

1. The grievant may be represented at any level of the grievance procedure by a Union representative, provided, however that such person shall not be an official or representative of any other employee organization. When an employee is not represented by the Union, the Union shall be notified and have the right to be present and to state its views at any level of the grievance procedure. The union is the only one that can authorize arbitration. Notwithstanding the above, ACES will notify the Union (The Chapter President and Staff Representative) of all discipline settlements made without union representation within five (5) working days following settlement. The grievant needs to request private representation from the Union and must waive union responsibility if they use private counsel.
2. The Union shall have the right to meet with individual employees on ACES premises during the workday to investigate and discuss grievances. The Union shall have the right to conduct these worksite meetings during meal periods and during other paid or unpaid breaks, and before and after the workday.

G. Miscellaneous

1. Meetings held under this procedure shall be conducted on non-school time at a place, except if agreed upon differently by the parties and/or the American Arbitration Association, which will afford a fair and reasonable opportunity for all persons proper to be present to be heard. If, at the option of ACES, hearings are held during school hours, persons proper to be present shall be excused without loss of pay.
2. If the grievance occurs as a result of an action by other than the employee's immediate supervisor or affects a group or class of employees, the grievance may be processed immediately at the level at which it occurs.
3. Nothing in this agreement shall be construed as compelling the Union to submit a grievance that lacks merit to arbitration.
4. All documents, communications and records generated by a grievance shall be filed separately from the personnel files of the participant.
5. Forms for filing and processing grievances and other necessary documents shall be prepared by the Union and a copy supplied to the Executive Director. No grievance shall be deemed filed that is not on the approved form.
6. This grievance procedure supersedes and replaces any grievance policy of ACES now in effect.

7. The Union (The Chapter President and Staff Representative) (as listed with ACES at the beginning of each year) shall be given a copy of ACES' written response to any grievance heard above the informal step. Failure by ACES to respond in writing shall permit the union to proceed with the grievance to the next step. Failure by the union to proceed to the next step within the appropriate time limits shall be deemed to be a waiver of the grievance and agreement with the decision at the prior level of the grievance procedure.

ARTICLE 11 - HEALTH BENEFITS

- A. 1. The ACES Governing Board agrees to provide to the employee and their family the option to enroll in the following health insurance program, or one that is equal to or better than.

(SEE ATTACHED APPENDIX B)

High Deductible Health Plan (HDHP) with a Health Savings Account (HSA) and the following features:

- Deductible of \$1,500 / \$3,000
 - Prescription co-payments of \$5 / \$25 / \$40 will apply after deductible is met.
 - ACES will contribute fifty-percent (50%) of the amount of the deductible each year, on the first business day of July. Such contributions shall be deposited in accounts maintained by employees in a bank designated by ACES.
2. The following co-payments of the current medical premiums shall be paid by the bargaining unit employee through payroll deduction.
 - 2022-2023 16.5%
 - 2023-2024 17%
 - 2024-2025 17%
 3. ACES shall provide and pay the full cost of the Blue Cross/Blue Shield Full Service Dental Plan for the employee only. Effective July 1, 2023, employees will be eligible to participate in ACES' new Dental Insurance Plan to be paid at the same premium cost-share as the High Deductible Health Plan.
 4. Employees may switch to another plan once each year between May 1, and May 31, for coverage effective July 1st.
 5. ACES shall provide access to a Flex 125 plan for all members of the bargaining unit, with a limited purpose Flex Plan for those participating in the HDHP Plan.

B. Eligibility for Benefits

1. All insurance benefits shall be provided in accordance with the terms of the insurance carrier. The master plans documents for the above-noted coverage shall be on file in the Human Resources Department. These documents contain the details governing the medical and dental programs and shall prevail in cases of conflicts with any summaries.
2. Disputes concerning an employee's eligibility or entitlement to the benefits contained herein are matters which are to be resolved by the employee and the insurance carrier administering the plan.
3. Disputes concerning coverage shall not be subject to the grievance procedure contained in this Agreement.
4. Only bargaining unit members scheduled to work on a regular basis for thirty hours or more per week are eligible for insurance coverages, except as noted in Section F below.

C. Plan Description

In each case where the name of a particular company or specific plan has been used, the intent is to indicate a specific type of insurance benefit and not to establish a relationship with that company.

D. Insurance

All employees are eligible to receive Life Insurance as set forth below.

1. Life Insurance. The employee shall receive \$50,000, the spouse \$5,000 and the dependents \$2,000 face value term life insurance at no cost to the employee.
2. Long term disability insurance is provided in accordance with the terms of the carrier. In no event shall an employee receive more than their actual wages during any period covered by long-term disability insurance.
3. Employee Assistance Plan. A service provided to all of ACES staff up to three (3) face to face visits per issue at no charge to the employee for professional consultation and referral for employees experiencing personal problems. The setting is guaranteed to be confidential. ACES may employ another counseling service at any time.

E. Retirees' Health Insurance

Bargaining unit members who retire from ACES at age sixty (60) or more and who have been employed by ACES for the prior ten (10) years shall be allowed to purchase health insurance benefits at COBRA rates until age sixty-five (65) subject to the terms of the carrier or third party administrator.

F. Part time Insurance

Individual Aides and part time bargaining unit members who work twenty (20) hours but less than full time hours shall be provided the same health benefits as described herein, but shall pay fifty percent (50%) of the then current premium for such coverage.

ARTICLE 12 - DISCIPLINE

- A. An employee may be discharged, suspended or given a reprimand resulting in written documentation in their personnel file only for just cause. Any suspension involving a pending investigation shall be with pay.
- B. Records of disciplinary actions taken against employees may not be used in any future disciplinary proceedings or arbitration based on the following schedule as long as the employee receives no further discipline during the period noted in the schedule:
1. For a three (3) day suspension or more, the record may not be used after four (4) years without further disciplinary incidents.
 2. For a suspension of less than three (3) days, the record may not be used after three (3) years without further disciplinary incidents.
 3. For a written reprimand, the record may not be used after two (2) years without further disciplinary incidents.
 4. For a verbal reprimand, the record may not be used after one (1) year without further disciplinary incidents.

Notwithstanding the above, any discipline involving allegations of client or student abuse shall not be subject to the schedule and shall remain in and be part of the employee's file and work record.

- C. The Union shall be notified by ACES as much in advance as is practicable of any meeting held to investigate an incident or discipline an employee.
- D. The Union shall have the right to meet with individual employees on ACES premises during the workday to investigate workplace complaints and disciplinary matters. The Union shall have the right to conduct these worksite meetings during meal periods and during other paid or unpaid breaks, and before and after the workday.

ARTICLE 13 - VACATIONS

- A. Annual vacation leave with pay shall be as follows for full-time twelve (12) month employees except that vacation time may not be taken during an employee's probationary period:
- | | |
|--------------------|---------|
| 0 through 5 years | 10 days |
| 6 through 8 years | 15 days |
| 9 through 19 years | 20 days |
| 20 years and over | 25 days |
- B. An employee requesting vacation shall electronically enter such vacation request pursuant to ACES procedure. The program director shall respond to such request in writing within five (5) days of such request. A request receiving no response shall be considered granted.
- C. In the event that more than one (1) employee requests the same date for vacation and reasonable efforts have been made to accommodate such request, the employee who first made the request shall have priority in selecting vacation time. If such requests were made on the same day, the employee with the greatest seniority shall have priority. Requests may not be made more than twelve (12) months in advance.
- D. When a ten (10) month full-time employee transfers to a full-time twelve (12) month position that employee shall receive one (1) year of credit towards vacation leave for every twelve (12) months worked.
- E. ABA Trainers, for the purposes of this article, shall be treated in the same manner as ten (10) month employees.
- F. Custodians and Secretaries shall continue to receive "front loaded" vacation time.
- G. In the event of cancellation or delay of a scheduled school day for students due to inclement weather on a scheduled vacation day, employees shall have the opportunity to have their accrual for that day restored if the employee electronically modifies the entry within two pay periods of the appropriate pay period window. If the employee fails to electronically modify the time entry during the appropriate pay period window, the employee's absence shall be counted as the vacation day initially submitted and ACES shall have no obligation to restore that day to the employee's accrual.

Notwithstanding the foregoing, if an employee's vacation day falls on the last day of the pay period, the employee may seek an exemption from the above requirement from the Director or Assistant Director of Human Resources no later than the first day the employee returns to work. Failure to seek a request for exemption from the above requirement on the first day the employee returns to work will result in the request being denied. Employees seeking exemptions under this paragraph will be limited to three (3) exemptions a year.

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ARTICLE 14 - HOLIDAYS

- A. The following holidays shall be observed as days off with pay for all full-time twelve (12) month employees, but only if ACES is not in session.

Veteran's Day	Good Friday
Thanksgiving Day	Memorial Day
Christmas Day	Independence Day
New Year's Day	Labor Day
Martin Luther King's Birthday	Indigenous People's Day
President's Day	Juneteenth (if it falls during the student school year)

- B. The following days shall be observed as days off with pay for all full-time ten (10) month employees, but only if school is not in session. Individual Aides will receive Labor Day, Thanksgiving, Christmas, Good Friday and Memorial Day as paid holidays and the remaining holidays off without pay, if school is not in session.

Veteran's Day	President's Day
Thanksgiving Day	Good Friday
Christmas Day	Memorial Day
New Year's Day	Labor Day
Martin Luther King's Birthday	Indigenous People's Day
Effective 7/1/23: Juneteenth (if it falls during the student school year)	

- C. In addition to the above, there shall be three (3) general holidays which shall be determined by the Executive Director. If school is in session on Veteran's Day an additional holiday will be assigned. The ACES school calendar shall contain these dates. If a program has a specialized school calendar, all employees in the program must observe it. Individual Aides will receive these general holidays as days off without pay.

- D. If a holiday falls on a Sunday it will be observed on the following Monday. If a holiday falls on a Saturday, it will be observed on the preceding Friday. ACES will announce these closings well in advance of the holiday. These holidays only apply if school is not in session. If school is in session on any of the listed holidays, a floating holiday will be provided to the employees as set by the Executive Director.

- E. Part time employees shall receive the above enumerated holidays on a prorated basis according to their work day.

- F. ABA Trainers, for purposes of this article, shall be treated as ten (10) month employees as described in paragraph C above.

ARTICLE 15 - RELIGIOUS HOLIDAYS

Up to three (3) full days per year may be permitted for the observance of religious holidays. Individual Aides may receive up to one (1) paid and two (2) unpaid days for the observance of religious holidays. Requests in writing must be made to the Human Resources office one (1) week prior to the holiday.

ARTICLE 16 - SICK LEAVE

- A. For the purposes of this Article, sick leave is defined as absence from work because of illness or injury (which illness or injury is not compensable under the Connecticut Workers, Compensation Act or other injury leave provisions of this agreement). Sick leave shall be granted without loss of pay.

- B. Each employee is entitled to a maximum of fifteen (15) sick days per year accumulated at the rate of one and one-quarter (1-1/4) days per month to a maximum accumulation of 175 days. Twelve (12) month employees and ABA Trainers shall accrue fifteen (15) sick days per year; ten (10) month employees shall accrue twelve and a half (12½) sick days per year, except that those employees who work an eleventh month (summer programs) shall accrue thirteen and three quarter (13¾) days per year. Not more than three (3) days of sick leave may be used during the eleventh month program. Part time ten (10) month employees shall receive all sick days as noted herein on a prorated basis according to their work day.

Custodians and Secretaries shall continue to receive “front loaded” sick days.

Notwithstanding past practice to the contrary, upon mutual ratification of this 2022-2025 Agreement, ECA instructors will be permitted to take up to 4 hours of sick time a day if they were scheduled to work 4 hours on that day. Those ECA instructors working less than 4 hours a day will only be permitted to take sick leave equivalent to the number of hours they are scheduled to work on that day (i.e. ECA instructors working 1.5 hours on a given day will only be able to take up to 1.5 hours of sick leave on that day).

- C. Sick leave shall not be considered as a privilege which an employee may use at their discretion. The parties hereby agree that sick leave may only be used for personal illness or physical incapacity except as listed below.

- D. Illness in the Immediate Family

Any ACES employee may use five (5) of their yearly sick time for family illness. Family is defined as parents, step-parents, spouse, significant other who is a member of the immediate household, children and step-children. These days may not be carried forward or accumulated.

- E. The Director of Human Resources or designee may require a letter from the treating physician of an employee for absences of five (5) consecutive days or more. Should there exist a pattern or history of absences that create a suspicion of the misuse of sick leave, the employer may require that the employee provide a letter from the treating physician for future use of sick leave.
- F. An assigned driver, including unassigned drivers who have been assigned a run, shall inform ACES of any unplanned absence by calling their program director and the Coordinator of Transportation by 6:30 a.m., unless prevented by circumstances beyond the control of the employee. All other employees shall call their program director by 7:00 a.m. unless prevented by circumstances beyond control of the employee.
- G. In the event of cancellation or delay of a scheduled school day for students due to inclement weather on a scheduled sick day, employees shall have the opportunity to have their accrual for that day restored if the employee electronically modifies the entry within two pay periods of the appropriate pay period window. If the employee fails to electronically modify the time entry during the appropriate pay period window, the employee's absence shall be counted as the sick day initially submitted and ACES shall have no obligation to restore that day to the employee's accrual.

Notwithstanding the foregoing, if an employee's sick day falls on the last day of the pay period, the employee may seek an exemption from the above requirement from the Director or Assistant Director of Human Resources no later than the first day the employee returns to work. Failure to seek a request for exemption from the above requirement on the first day the employee returns to work will result in the request being denied. Employees seeking exemptions under this paragraph will be limited to three (3) exemptions a year.

ARTICLE 17 - BEREAVEMENT LEAVE

- A. In the event of a death in the immediate family, which includes father, mother, spouse, brother, sister, children, grandchildren, grandparents, or in-laws, step-parents, or significant other who is a member of the immediate household, an employee may take up to three (3) consecutive days for each occurrence to attend the funeral and observances attendant thereto.
- B. Up to a total of the equivalent of three (3) days may be used each year to attend funeral of those not included in the immediate family. Each staff member shall be limited to one (1) funeral day per occurrence. Staff must notify their program administrator when it is necessary to take a funeral day.
- C. If additional bereavement time is required due to unusual or religious circumstances, the affected staff member must request such additional leave from the Human Resources Office. The extension may be granted with or without pay.

ARTICLE 18 - JURY DUTY

- A. When an employee is required to serve jury duty, such leave shall not be deducted from any other paid leave provisions covered by this agreement. During jury duty, employees shall be paid in accordance with law. After the period during which the employee is paid full salary during jury duty by the employer, the employee shall receive a rate of pay equal to the difference between their salary and the jury fee for a period not to exceed thirty (30) working days per fiscal year.
- B. Any employee receiving notice that they have been called for jury duty must notify the program director and enter into Paycom immediately.

ARTICLE 19 - LEAVE OF ABSENCE FOR PROFESSIONAL GROWTH/ UNION LEAVE

- A. The Governing Board may grant employees leaves for professional growth upon the recommendation of the Executive Director. Employees seeking to apply for professional growth leave shall meet with the Executive Director or his designee to discuss the application process.
- B. ACES will grant professional leave days for two (2) members to attend conferences (Union conventions, training, workshop, etc.) and all others can take a personal day or day without pay.
- C. Professional Leave for ECA Instructors
 - 1. On an annual basis, the Governing Board may grant one (1) ECA instructor a leave for professional growth upon the recommendation of the Executive Director. Employees seeking to apply for professional growth leave pursuant to this Section C shall meet with the Executive Director or designee to discuss the application process.
 - 2. Leaves under this section shall be required to meet the following conditions:
 - a) The requested leave must be either for an entire semester or for a whole school year.
 - b) The ECA instructor shall be responsible for finding an appropriate substitute instructor. To that end, the ECA instructor shall work with the Executive Director or designee to determine the suitability of the recommended candidate.
 - c) ECA instructors seeking to apply for a leave of absence for the fall semester shall complete the application process by July 1.
 - d) ECA instructors seeking to apply for a leave of absence for the spring semester shall complete the application process by December 1.
 - 3. The Executive Director shall have sole discretion in the decision to recommend any requested leave to the Board. The Executive Director's decision in this regard shall not be subject to the grievance procedure of this Collective Bargaining Agreement.

ARTICLE 20 - LEAVES WITHOUT PAY

- A. The following leaves of absence without pay for a limited period not to exceed one (1) year, shall not be denied in an arbitrary or capricious manner (during their probationary period employees are not entitled to this leave):
1. For health reasons, upon continued advice of a physician.
 2. For extreme personal hardship, such as illness of wife, husband, significant other who is a member of the immediate household, mother, father, son, daughter, and/or legal dependents.

Leaves under this Article for other personal reasons are subject to review and recommendation of the Executive Director for approval by the Board of Governors.

- B. Application for such leave 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.
- 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 on leave shall re-enter at the same level as if they had not taken a leave of absence if they worked less than fifty per cent (50%) of their regular work year. Employees who work at least fifty percent (50%) of the year shall re-enter at the next step provided there is a successor agreement in effect.
- F. Except as otherwise provided by state or federal law, the employee shall, if they so desire, receive medical insurance at group rates paid for by the employee while they are on leave of absence without pay, subject to the terms of the carriers.
- G. Employees must notify the Executive Director and Director of Human Resources in writing three (3) months prior to the employee's requested date of return. Failure to give notice will be deemed a resignation. An employee wishing to return to work earlier than the agreed upon date may do so, subject to the approval of the Executive Director.
- H. The first twelve (12) weeks of any leaves, covered under the Federal Family and Medical Leave Act, taken under this article shall be considered leaves for purposes of any Family and Medical Leave Act leave.

ARTICLE 21 - PAYMENTS TO ESTATE OF DECEASED EMPLOYEES

- A. The estate of an individual employed by ACES at the time of their death shall receive termination pay in accordance with the following:
1. Upon completing four (4) years of service, but not more than ten (10), the estate shall receive one month's salary.
 2. Upon completing eleven (11) years of service, but not more than twenty (20), the estate shall receive two month's salary.
 3. Upon completing twenty-one (21) years of service, the estate shall receive three (3) months' salary.
- B. Payment of the above shall be made in accordance with normal payroll procedure. Any accumulation of sick leave is terminated on the date of the employee's death. The provisions of this Article do not apply to Individual Aides.

ARTICLE 22 - TRAVEL REIMBURSEMENT

- A. If an ACES staff member is required to use their personal vehicle for work related activities, ACES shall reimburse the staff member at the IRS rate in effect as of July 1 of each year, plus out-of-pocket expenses for tolls and parking.
- B. ACES vehicles are not to be used after normal work hours or for personal use except where permission is granted by the Director of Transportation or designee.

ARTICLE 23 - WORK YEAR AND HOURS OF WORK

- A. Work year
- The work year for 10-month employees shall be 185 days.
 - The work year for 11-month employees shall be 195 days.
 - The work year for 12-month employees shall be 248 days.
 - The work year for employees working in EIBI & SAILS shall be 208 days.
- B. The regular work week of employees is forty (40) hours. The regular work week for Individual Aides is based on the schedule of their assigned student, as determined by the Executive Director. The Executive Director may institute "flex time" schedules for job coaches and transportation for employees starting at 5:00 a.m. and ending at 8:00 p.m. Volunteers will be chosen first. If there are no volunteers, the Executive Director will select employees based on seniority, the least senior being selected first. Also, all new hires as of July 1, 2001 will be subject to flex time assignments from 5:00 a.m. to 8:00 p.m. If an Individual Aide's student is absent from school, the Individual Aide will be assigned other tasks for the employee's normally assigned work day, at their regular rate.

The work day for custodians is 8 hours (plus one-hour unpaid lunch period scheduled at the discretion of the employee).

ECA Instructors who require additional time to set up or clean up a classroom for which they are responsible shall be permitted to work up to twenty-five (25) minutes extra a day. Those requiring additional time to set up or clean up a classroom shall report their need to do so to the building principal and utilize the punching in/out system as required by ACES policy.

C. Overtime

Employees shall record and report their time in a manner and frequency as required by the Board. The Board will make efforts to establish a record keeping system that is uniform for bargaining unit members.

Any employee who actually works more than forty (40) hours in any one week shall be paid at the overtime rate of one and one half (1½) straight time pay. If an assigned run consistently causes an employee to work more than eight (8) hours per day, the employee shall report his to their program director as soon as possible, but no later than the third day of the run. After review, the Executive Director shall either readjust the run or the employee shall be paid the overtime rate for hours actually worked beyond forty (40) hours per week. The employee shall be paid the overtime rate for hours actually worked beyond forty (40) hours per week prior to adjustment. For purposes of calculating overtime, time spent on vehicle safety inspections (ten minutes for a car; fifteen minutes for a vans/buses) shall be credited as time worked. ACES reserves the right to adjust the employee's assignment so that the employee works no more than forty (40) hours per week.

If it is necessary for a driver to transport a student after doing their primary run, an employee shall be selected from a group of drivers from that program who sign a list at the beginning of each month, indicating their availability to do the additional runs that month, on a rotating basis for each calendar month period, with the most senior employee being selected first. The Union President is not on rotation for back up drivers except in cases of emergency. Employees doing the runs shall be paid one and one-half times (1½) their regular hourly rate from the time beginning with the last student dropped off (from the day's run) to the last student dropped off after school. Employees shall be paid for a minimum of one hour for all after school runs.

When the Executive Director or designee determines that an emergency or an extenuating circumstance exists which requires the presence of employees, and employees are requested to report to work outside of their regular work hours, employees shall be paid at the overtime rate of one and one-half (1½) times of straight pay.

- D. The work day for unassigned drivers is 8:00 am to 4:00 p.m., Monday through Friday. The Executive Director may change the starting and ending work time by up to fifteen (15) minutes at the beginning and end of the workday so long as the length of the workday is not increased.
- E. If unassigned Teacher Assistant Drivers and unassigned Job Coach I Drivers do not take a lunch break, they may leave one half (1/2) hour early without loss of pay.
- F. All employees except those covered by paragraph E above may have up to thirty (30) minutes free time during the work day as long as they have provided for client coverage and as long as said employees are available on the premises in case of emergency. The thirty (30) minutes may be taken in blocks of time (e.g. of no less than ten (10) minutes at a time.) Administrator/Principal will have final approval of time of break in order to ensure maximum coverage in classrooms.
- G. Should ACES no longer provide driving services, then the work day of Job Coaches I, II, III Drivers and Teacher Assistant Drivers may be reduced by one (1) hour with a commensurate reduction in pay. This provision shall not be interpreted to mean that ACES is entitled to contract out such driving services. This section shall not apply to Open Choice.

H. July/Summer School

The first right of refusal for work during July/Summer school shall go to the most senior employee who will continue to work with the students in the coming school year. Thereafter the order of the right of refusal shall be by seniority within the building and then seniority ACES wide.

Employees on medical leave must be cleared to work by May 1st to be eligible to apply for summer work. Employees on Worker's Compensation must be cleared to work by June 1st to be eligible to apply for summer work.

Employees wishing to work July/Summer school shall make written application by the second week of May. Notification of the July/Summer school assignment shall be given to those employees assigned during the month of June. Timelines may be modified pending final LEA school board commitments.

Employees shall be paid one tenth (1/10) of their total regular school year wages for summer work.

Two (2) employees may request to job share their July/Summer school assignment. Requests shall be submitted in writing to the Human Resources Director and the Building Principal by the last working day in May. The decision of the Human Resources Director shall be final. Employees shall be notified of the Director's decision during the month of June, although timelines may be modified pending final LEA school board commitments.

- I. Backup drivers shall attend at least two (2) training sessions per school year. The current annual training session provided by ACES shall count as one of the two training sessions.

ARTICLE 24 - REIMBURSEMENT FOR DAMAGED PERSONAL PROPERTY

- A. Employees shall be reimbursed for personal property damaged by the students and not through the employee's negligence, in accordance with the following schedule:
 - 1. Eyeglasses shall be reimbursed up to \$500.00
 - 2. Watches shall be reimbursed up to \$50.00 of their current value.
 - 3. Clothes shall be reimbursed up to \$150.00 of their current value.
 - 4. Jewelry shall be reimbursed up to \$50.00 of its current value.
- B. Reimbursement with respect to items 2, 3, and 4 noted above shall not exceed \$2,000 in any one fiscal year. However, an employee who is denied reimbursement on the basis that the \$2,000 limit has been met in a particular fiscal year, may refile their claim in the next fiscal year. All damaged property claims must be made to the Executive Director or his designee within five (5) business days of the incident giving rise to the claim. The claim must be in writing and on the form provided by ACES. At a minimum, ACES will require a brief description of the incident, a brief description of the property as well as the original cost, original receipts or current prices of the same or comparable items, and the original date that the article was purchased.
- C. When an employee is required by the administration to use their vehicle for ACES business, the employee shall be reimbursed for any damage deductible they may have on their insurance policy if their vehicle sustains damage, while on the job, which damage is not caused by the employee's negligence, and where the insurance claim is paid with the applicable deductible withheld. A police report and proof of insurance payment may be required by ACES prior to payment of the insurance deductible. This provision excludes any damage to an employee's vehicle while driving to and from work

ARTICLE 25 - UNION SECURITY

Section 1: During the life of this agreement, an employee retains the freedom of choice whether or not to become or remain a member of the union.

Section 2: Union dues shall be deducted by the Employer from the paycheck of each employee who signs and remits to the employer a membership authorization form. Such deduction shall be discontinued upon written request of an employee, who no longer wishes to be a member, thirty (30) days in advance.

Section 3: Any employee who is paying dues or an amount equal to dues may stop making those payments by giving written notice to the Union during the period not less than thirty days and not more than forty-five days before the annual anniversary date of employee's authorization or the date of termination of applicable contract between ACES and the union, whichever occurs sooner. ACES will honor employee check-off authorizations unless they are revoked in writing during the window period, regardless of whether the employee is a member of the Union.

ACES shall honor employee authorizations created or adopted by the Union for the deductions in any form that satisfies the requirements of sections 1-266 to 1-286, inclusive, of the Connecticut General Statutes, including, but not limited to, electronic and voice authorizations that meet the requirements of an electronic signature pursuant to said sections. The revocability of an authorization shall be determined by the terms of the authorization.

Section 4: The amount of dues under this article, together with a list of employees, shall be remitted to CSEA/SEIU, Local 2001, CTW within a week after the payroll period in which such deduction is made together with a list of employees and their addresses, (if possible), for whom any such deduction is made.

Section 5: The union shall indemnify the Employer for any liability or damages incurred by the Employer in compliance with this article.

Section 6. On a quarterly basis, the Union may submit a membership list to ACES for verification of the employment status of Union Members. ACES will communicate to the Chapter President and a Staff Representative any discrepancies between the employment status indicated on the membership list as compared to ACES records.

ARTICLE 26 - PREGNANCY DISABILITY LEAVE AND CHILD REARING LEAVE

A. Pregnancy Disability Leave

1. Employees shall be granted pregnancy disability leave upon request, accompanied by verifiable medical evidence.
2. An employee who is disabled due to pregnancy and unable to work may use accumulated sick leave to receive salary during the period of disability. The Executive Director or designee may require at regular intervals written certification from the employee's physical on continued disability subject to review by an ACES physician.

B. Parenthood Leave

1. Any employee shall be entitled upon written request submitted to the Executive Director to a leave without pay for purposes of child rearing, apart from any period of childbirth disability leave. Each employee shall be entitled to such

leave for twelve (12) consecutive months, or a reasonable portion thereof, in which the child is born or adopted.

2. Such child rearing leave shall be subject to the following conditions:
 - a. An employee who has requested and received a parenthood leave shall be entitled to purchase group insurance at the prevailing group rates in accordance with law and the terms of the insurance carriers for the duration of the leave.
 - b. Employees requesting leave shall submit not less than sixty (60) days' written notice of the anticipated date of commencing such leave.

C. Return Privileges Following a Leave of Absence

1. The employee on leave shall be responsible for notifying ACES sixty (60) days prior to the date they desire to return to work. A failure to provide such notice shall be deemed a waiver by the employee of the right to return to a position with ACES and a resignation.
2. Employees returning from leave under this Article shall be guaranteed their former position and program, if the position and program exist. If the position no longer exists, said employee shall be offered a comparable position as the one they left.
3. Employees shall retain, but not accrue seniority and sick leave accumulation during the period of such leave. An employee is not entitled to Personal Days and does not accumulate vacation time during such leave, but may use already earned vacation time (twelve-month employees) to extend such leave.
4. An employee does not advance on the wage schedule during such leave, unless the employee has worked more than half (1/2) the work year. The aforementioned conditions apply to all unpaid leaves under this contract.
5. Employees on parenthood leave are subject to the reduction in force (R.I.F.) provision (Article 7).
6. Individual Aides on parenthood leave may be required to return to work at the start of a school year.

ARTICLE 27 - WAGE PAYMENT SCHEDULE

- A. Employees shall be paid according to the wage schedule attached hereto as Appendix A.
- B. 1. 2022-23:
Retroactive to July 1, 2022, only for those employees who are employed by ACES on the date of mutual ratification by both parties, employees not on the maximum step shall advance one step on the schedule.
The wage schedules include a general wage increase of 3.5%. Red-circled employees shall receive an increase of 3.5%.
2. 2023-24:
Employees not on the maximum step shall advance one step on the schedule on July 1, 2023.
The wage schedules include an increase of 2.5% for all steps below the maximum step of each Grade. The wage schedules include a 4% increase to the maximum steps of each Grade. Red-circled employees shall receive an increase of 4%.
3. 2024-25:
Employees not on the maximum step shall advance one step on the schedule on July 1, 2024.
The wage schedules include an increase of 2.5% for all steps below the maximum step of each Grade. The wage schedules include a 3.75% increase to the maximum steps of each Grade. Red-circled employees shall receive an increase of 3.75%.
- Note: ECA Instructors, Office Managers, Custodians and Secretaries who did not receive a pay increase on July 1, 2021 and are employed by ACES on the date of mutual ratification by both parties shall receive an increase of 2.75% to their June 30, 2021 rates. This increase has been included in the calculations of the schedules for these Grades in Appendix A for 2022-23 through 2024-25.
- C. Compensation for all employees will be paid in arrears and in biweekly payments. Notwithstanding the foregoing, ACES shall continue to offer the choice of one of the following three (3) pay plans to employees. Employees must select a schedule at least one (1) month prior to the beginning of their employment year.
- Plan A.** For ten (10) month employees, salary payment shall be made in twenty-two (22) equal paychecks. The 22nd paycheck shall be distributed within five days of the end of year but no later than the last workday of the employment year.
- Plan B.** For ten (10) month employees, payment shall be made in twenty-two (22) checks. The first twenty-one (21) checks shall equal 1/26 of the employee's annual salary. The twenty-second check shall equal 5/26 of the employee's annual salary and

shall be distributed within five days of the end of year but no later than the last workday of the employment year.

Plan C. For twelve (12) month employees, salary payment shall be made in twenty-six (26) equal bi-weekly checks.

- D. Payment for employees will be made via direct deposit.

ARTICLE 28 –STIPENDS

- A. ACCESS Program - In the event that a section leader is out for the day, the most senior bargaining unit member in the highest classification present in the classroom shall receive a payment of twenty dollars (\$20.00) per day in addition to their regular pay.
- B. All other programs - In the event that a teacher is out for the day, and there is no state approved substitute employed in the program, a total payment of eighty dollar (\$80.00) shall be paid to the full-time bargaining unit members. In a classroom where there is more than one full-time bargaining unit member, the total payment shall be equally divided among said members in the classroom. If a teacher is out for one half (1/2) day, but less than one (1) whole day, a forty dollar (\$40.00) payment shall be paid as stated herein. This payment shall be in addition to the affected employee's regular pay. Any long-term TA/D shall be paid as a long-term substitute (more than 10 days) and must have the appropriate education level.
- C. Permanent substitutes, are those employees used to fill temporary vacancies caused by approved leaves of absence of bargaining unit members or long term substitutes (60 days or longer) shall be treated as employees for the purposes of this agreement.
- D. In the event that a Behavior Technician (BT) is absent for the day and a TA/D or TA is asked to be a substitute, the TA/D or TA will be paid eighty dollars (\$80.00) for a full day coverage and forty dollars (\$40.00) for a half-day coverage. This payment will be in addition to the affected employee's regular pay. This payment may be split between two TA/D or TA employees.
- E. If a bargaining unit member volunteers to perform translation services for a Family Conference or at a Planning and Placement Team meeting, such member shall receive a thirty dollar (\$30.00) stipend if such translation occurs during the employee's regular workday and fifty dollars (\$50.00) if such translation occurs outside of the employee's regular workday per occurrence.
- F. Two staff from ACCESS will be paid \$500 per year to administer medication as needed for clients. One medication certified coordinator in a JC2 position can serve and receive a seven hundred and fifty dollar (\$750) stipend. Application process of a joint committee between the Union and ACES will determine those who are awarded the positions.

- G. ACES will establish a stipend for a CDL Trainer in the amount of three thousand five hundred and fifty dollars (\$3,550) per year.
- H. When programs are understaffed, or assigned to an additional student, ABAT personnel will be paid eighty dollars (\$80.00) for a full day of coverage and forty dollars (\$40.00) for a half day of coverage:
- I. ECA instructors who provide coverage will be paid twenty-five dollars (\$25.00) an hour and no more than fifty dollars (\$50.00) a day.
- J. TA/Ds & Job Coaches are eligible for a stipend with the following criteria:
 1. Hired by/before September 1, 2022;
 2. Annual stipend of one thousand & five hundred dollars (\$1500);
 3. Work the full year;
 4. Active employee;
 5. If attendance is a concern, it will be addressed on a case-by-case basis

This stipend will be in effect up until June 30, 2025.

ARTICLE 29 - HEALTH AND SAFETY

ACES currently provides employees with voluntary HIV and Hepatitis B testing. ACES may withdraw this benefit subject to impact bargaining.

ACES will provide a safe and healthy work environment for staff, students and consumers. This will include all necessary training and keeping vehicles in safe conditions.

A union representative will be appointed to the Central Safety Committee and will be relieved of work assignments in order to attend meetings on the Central Safety Committee.

ARTICLE 30 - PENSION

A. Pension Participation

Members of the bargaining unit, except for Individual Aides and ABA Trainers, participate in the SEIU National Industry Pension Fund. ABA Trainers shall continue to be eligible to participate in the Employer's Valic Program.

B. Contribution

Except as noted in subsection A above, ACES will contribute \$0.60 per hour, or an amount as required by the Fund's administrator.

C. Remittance Reports

ACES agrees to furnish the Fund with monthly remittance reports containing such information, in such manner, and on such form as is attached hereto and made a part hereof. This form may be modified from time to time by the Fund provided such modifications do not place an unreasonable administrative burden on ACES or additional costs. (See Section F) Contributions and remittance reports shall be

delivered to the Fund on or before the 15th day of each month for the preceding month or before such other date to which the trustees of the Fund or ACES may agree.

D. Audit

ACES agrees to permit the trustees of the Fund or any authorized agent of the Fund, including independent auditors, to inspect and audit any of its records necessary to insure compliance with this agreement or to otherwise enable the trustees to discharge their legal responsibilities. The trustees must give prior notice of any such inspection or audit. Such inspection and audit will take place on ACES' premises, unless there are conditions which make an on-site inspection or audit impossible. During an inspection or audit, the trustees or its agents shall not disrupt ACES operation or programs.

E. Distribution of Information

ACES and the Union agree to cooperate with the administrator and the trustees of the Fund in distributing plan booklets, literature, and other documents and in obtaining and providing census data as may be required by the Fund's administrator. All plan booklets, literature, and other documents must be provided by the Union or the Fund.

F. Additional Costs

Should any provision of this article cause ACES to incur additional costs other than those anticipated during the initial implementation of this article, ACES and CSEA/SEIU, Local 2001, CTW, CLC shall commence negotiations at the request of ACES to resolve any issues arising from such additional costs, including a determination of cost sharing, if any, between the parties.

G. Invalidity of Participation

If, for any reason, ACES' participation in the Fund is ultimately ruled invalid by any authority of established and competent legal jurisdiction, CSEA/SEIU, Local 2001, CTW CLC shall save ACES harmless from any and all claims, costs, demands, suits, or judgments arising from the consequence of such a ruling.

H. Approval of Trustees

The undersigned parties acknowledge that the provisions of this article and the participation of the employees covered by it are subject to approval by the trustees of the Fund. If the trustees should deny participation to the employees covered by this collective bargaining agreement for any reason, the contributions provided for herein shall be added to the employees' wages.

I. Costs of Withdrawal

It is understood that should there be an event of withdrawal from the Fund outside of ACES' control, or should contributions cease for reasons outside of ACES' control, CSEA, and ACES shall negotiate the cost sharing of any financial impact occasioned by such withdrawal, including but not limited to any unfunded liability or penalties imposed by the Fund.

J. ACES' Obligation

It is understood that ACES' sole obligation under this article is to make contributions on behalf of employees to the Fund during the term of the collective bargaining agreement. ACES has no obligation to provide pension benefits and in no way endorses, supports, or validates the SEIU National Industry Pension Fund. ACES in no way guarantees performance of said Fund and in no way guarantees that said Fund will provide pension benefits in the future in accordance with the Fund's plan statements. ACES' agreements regarding this pension are solely with the collective bargaining unit through its exclusive bargaining agent, and ACES has no direct contract or agreement with the Fund.

- K. Staff members who have completed twenty (20) years of continuous service with ACES (except for leaves as defined in Articles 8, 9, 13, 16, 17, 18, and 19) and have submitted to the Executive Director in writing either on or before November 1 of any school year, or eight months prior to said retirement date, an irrevocable resignation for purposes of retirement effective at the end of that school year shall receive a two thousand dollar (\$2,000) stipend in their final paycheck.

ARTICLE 31 - DRUG AND ALCOHOL POLICY FOR STAFF

ACES and the Union shall establish a joint committee to review and revise Article 31 to conform to legal requirements.

I. DRUG AND ALCOHOL-FREE WORKPLACE

ACES is committed to maintaining a work environment free from the adverse impact of employee drug and alcohol abuse. Employee drug and alcohol abuse can create serious risks of physical harm to employees and persons who use ACES services, and economic injury to ACES and other employees. It could lead to increased accident rates and absenteeism and could cause job performance and productivity to suffer. Employee drug and alcohol abuse could seriously compromise safety in the workplace and the quality of the services that ACES provides to the public. It is especially important that individuals employed by ACES as drivers of school transportation vehicles remain free from drug and alcohol abuse.

ACES will comply with all aspects of "Public Act #07-224 concerning operators licenses bearing a school bus endorsement". As such, employees will be subject to random drug testing as prescribed in PA #07-224. The testing procedures will remain the same.

II. DRUG POLICY FOR EMPLOYEES

A. Illegal Drugs

1. ACES prohibits the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance by its employees in the workplace. The "workplace" includes but is not limited to: employees while on the job,

while on ACES premises, while operating ACES equipment or vehicles, or while operating any other equipment or vehicle while on ACES business. “Controlled Substance(s)” includes any drug or substance that the law prohibits an individual from manufacturing, selling, or otherwise transferring, including, but not limited to, marijuana and cocaine. As a condition of employment, employees must abide by this policy and may be required to submit to a drug test where appropriate under this policy.

2. ACES also prohibits its employees from being on the job, on ACES premises, operating ACES equipment or vehicles, or operating any other equipment or vehicle on ACES business while under the influence of any controlled substance. An employee is “under the influence” if drug test results indicate the presence of a controlled substance in the employee’s system in an amount that constitutes a positive test result as defined elsewhere in this policy.
3. ACES recognizes the right of its employees to engage in off-duty activities of their choice. However, an employee’s off-duty activity that involves illegal drug use, including possession or sale, adversely impacts ACES and will not be tolerated.
4. Any employee who violates any provision of this section will be subject to disciplinary action up to and including discharge.

B. Legally Obtained Drugs

1. Employees must not be on the job, on ACES premises, or operating ACES equipment or vehicles while on ACES business while under the influence of any drug, legal or illegal that renders the employee unfit for duty. An employee is “unfit for duty” if, in the opinion of the Executive Director, or designee, the employee’s use of drugs jeopardizes their ability to work safely or efficiently. If an employee’s medically required use of legally obtained drugs renders the employee unfit for duty, and in the opinion of the Executive Director, or designee, a temporary alternative job assignment is not available, the employee will be considered unfit for duty due to illness.

C. Employees Working on Projects With Federal Funding

1. As required by federal law, it is ACES policy to require, as a condition of employment that all employees who work on federally funded projects comply with the drug policy stated in Section A above.
2. In addition, as required by federal law, it is ACES’ policy to require, as a condition of employment, that employees working on projects which are federally funded, who are convicted of a drug-related offense, report the conviction to a supervisor within five (5) days after the conviction.

3. An employee who violates any provision of this section will be subject to discipline, up to and including discharge.

III. ALCOHOL POLICY FOR EMPLOYEES

- A. ACES prohibits its employees from consuming, possessing, distributing, purchasing, selling, or otherwise transferring alcoholic beverages while on the job, while on ACES premises, while operating ACES equipment or vehicles while on the job, or while operating any other equipment or vehicles, while on ACES business. There may be specific instances where the transporting of alcoholic beverages are part of the job of the client. These instances may be excepted from this policy on a case by case basis.
- B. ACES also prohibits its employees from being on the job, on ACES premises, or operating ACES equipment or vehicles, or operating any other equipment or vehicle while on ACES business while under the influence of alcohol.
- C. No transportation driver shall perform any task or report to work within four (4) hours after using alcohol.
- D. An employee who, violates any provision of this section, will be subject to disciplinary action up to and including discharge.

IV. TESTING OF STAFF WHO DRIVE ACES VEHICLES

- A.
 1. To insure the success of its drug and alcohol policy, ACES will require prospective drivers to undergo physical examinations, blood tests, urinalysis, or other medical drug and alcohol detection procedures before undertaking driving as an assignment for the first time and under the circumstances described in the following section. No driver shall refuse to submit to an alcohol or drug testing required under this Article.
 2. All required medical tests will be conducted at ACES expense by qualified and ACES approved designated medical personnel. Applicants for driving positions and current drivers will be given an opportunity before testing to advise the medical personnel of any legal or prescribed drugs which they are then taking.
 3. A positive test result means that the test result shows the presence of an illegal or controlled substance or alcohol in the applicant's or driver's system at or above the limits hereinafter described.
 4. An initial urinalysis drug test shall be administered utilizing a reliable methodology. An employee's initial positive result must then be confirmed by a second urinalysis drug test, which shall be separate and independent from the initial test. The second test shall utilize either a gas chromatography and mass spectrometry methodology or other methodology which has been determined by

the State of Connecticut Commissioner of Health Services to be as reliable or more reliable than the gas chromatography and mass spectrometry methodology.

5. All confirmation tests on employees will be conducted on the same urine sample upon which the initial test was conducted and by the same medical or technical personnel. If the final confirmation test is negative for illegal drugs or alcohol, ACES will disregard the initial screen test.
6. No driver tested under this policy who is found to have an alcohol concentration of .02 or greater but less than .04 shall perform or continue to perform any duties until the start of the driver's next regularly scheduled duty period, but not less than twenty-four (24) hours following the administration of the test. If a driver's alcohol test reveals a concentration of .04 or greater, they shall not be allowed to perform any further safety sensitive duties for ACES. The driver may be subject to further disciplinary action, including discharge, and may be required to comply with a substance abuse/alcohol abuse rehabilitation program before they are considered for reinstatement (See Section VII)

B. Post-accident Testing

1. As soon as practicable following an accident involving a motor vehicle, ACES may test for alcohol and controlled substances the employee driver. The driver shall make themselves immediately available for such test.
2. If an alcohol test required by this section is not administered within two hours following the accident, ACES shall prepare and maintain on file a record stating the reasons the test was not promptly administered. If the alcohol test is not administered within eight hours following the accident, ACES shall cease attempts to administer an alcohol test and shall prepare and maintain the same record.
3. However, a driver who is subject to post-accident testing shall remain readily available for such testing or may be deemed by ACES to have refused to submit to testing.
4. If a controlled substance test as required by this section is not administered within thirty-two (32) hours following the accident, ACES shall cease attempts to administer a controlled substance test and prepare and maintain on file a record stating the reasons the test was not promptly administered.

However, a driver who is subject to post-accident testing shall remain readily available for such testing or may be deemed by ACES to have refused to submit to testing.

5. Nothing in this section shall be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit a driver

from leaving the scene of an accident for the period necessary to obtain assistance and respond to the accident, or to obtain necessary emergency medical care.

6. A driver whose test is grounded on a reasonable suspicion by ACES that said driver was under the influence of drugs or alcohol will be suspended with pay pending the test outcome. [See §IV. C. 3] If the test result is negative, the driver will be allowed to return to work unless his suspension was imposed for additional reasons unrelated to this policy.

C. Reasonable Suspicion Testing

1. Each driver is subject to drug testing whenever ACES, through its Executive Director or designee, has a reasonable suspicion that said driver has violated this policy through the use of a controlled substance or alcohol. The determination that reasonable suspicion exists to require the driver to undergo a test must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the driver. The observations may include indications of the chronic or withdrawal effects of controlled substances. The person who makes the determination that a reasonable suspicion exists to conduct a drug or alcohol test shall not conduct such test of the driver. Reasonable suspicion must be confirmed by the nurse in the building. If the nurse is not available, then confirmation shall be by another staff member who has undergone necessary training.
2. Alcohol testing is authorized only if the observations required by this policy are made during, just preceding or just after the period of the work day that the driver is required to be in compliance with this policy or at anytime the driver is using an ACES' vehicle. If an alcohol test required by this section is not administered within two (2) hours following the determination of reasonable suspicion, the employer shall prepare and maintain on file a record stating the reasons the alcohol test was not promptly administered. If an alcohol test required by this policy is not administered within eight (8) hours following the determination of reasonable suspicion, the employer shall cease attempts to administer an alcohol test and shall state in the record the reasons for not administering the test.
3. An employee who is tested pursuant to this section will be suspended with pay pending the test outcome. If the test is negative, the employee will be allowed to return to work, unless the suspension was imposed for additional reasons unrelated to this policy.
4. A written record shall be made of the observations leading to the controlled substances "reasonable suspicion" test, and signed by the Executive Director or designee within twenty-four (24) hours of the observed behavior or before the results of the controlled substance test are released, whichever is earlier.

5. If a test under this section is required outside of the employee's work time, ACES will pay the employee at their hourly rate for the time necessary to take the test, but only if the test results are negative, that is, alcohol and drug free.

D. Confidentiality of Records and Test Results

Results of job applicant and employee drug and alcohol tests will be kept confidential to the extent allowed by law. Only ACES employees and agents who need to know the test results will be notified of, or permitted to review, the results. However, ACES may be required to disclose these records upon request of the Federal Highway Administration Department of Transportation, and to subsequent employers of drivers. ACES employees and agents must not reveal the test results to any other persons who have no need to know the results. An employee who, in the opinion of ACES, violates the provision of this section is subject to disciplinary action up to and including discharge. In addition, test results will be maintained with other employee medical records and shall be subject to privacy protection provided by state law.

V. FAILURE TO COOPERATE

Any employee who (a) fails to cooperate with ACES investigation into possible violations of this drug and alcohol policy, or (b) refuses to sign consent to or to take a drug or alcohol test will be subject to immediate discharge.

VI. OBLIGATION TO REPORT

ACES will not discharge, discipline or otherwise penalize any employee because the employee makes a good faith report of a violation or a suspected violation of this policy. However, any employee found to have knowingly made a false report shall be subject to disciplinary action up to and including discharge.

VII. EMPLOYEES WHO NOTIFY ACES OF DRUG OR ALCOHOL PROBLEM

- A. ACES encourages employees to seek professional help for their drug or alcohol problems. An employee who voluntarily notifies ACES that they have a drug or alcohol problem shall be allowed, upon request, to use sick days, vacation and personal time to undergo rehabilitation. If such days are unavailable, the employee shall be granted up to forty-five (45) workdays per occurrence of unpaid medical leave to undergo rehabilitation. Upon completion of the rehabilitation period the employee shall submit to ACES a medical certificate stating that the employee is free of any alcohol or substance abuse problems before returning to work as well as undergo tests as noted below. Any employee who must wait to be admitted to a program under the circumstances noted above, after applying for admission to at least three (3) facilities, shall be allowed to continue to work at ACES in a non-safety sensitive position if one is available, but for no longer than one (1) month from the date they notify ACES and as long as said person is able to do the job.

- B. An employee who successfully completes a rehabilitation program will be allowed to return to work in their former position if the position and program exist, or another available position, for which the employee is qualified. However, such an employee shall also be subject to six (6) unannounced tests in the ensuing twelve (12) month period. Furthermore, reemployment will remain subject to the other provisions of this policy.
- C. Employees who notify ACES of their drug or alcohol problem only after ACES has begun investigating whether they are in violation of this policy remain subject to disciplinary action for policy violations where any damage, injury, or other harm is involved. In all cases, a notation shall be placed in the employee's file indicating that the employee has violated this policy and the subject employee shall be required to go to rehabilitation in accordance with Section A in order to avoid disciplinary action for policy violations. ACES will be prepared to and upon request of the employee, will provide the employee information on drug counseling, drug rehabilitation, and drug abuse assistance programs available in the community.

VIII. FEDERAL LAW

Federal law and regulations apply to those employees driving vehicles covered by the Omnibus Transportation Employee Testing Act and Title 4 of the Code of Federal Regulations, Part 382. Employees covered by this law and regulations shall enjoy all the benefits of Article 31 not inconsistent with the Act.

ARTICLE 32 - APPROPRIATE ATTIRE

Only through good examples set by its employees can ACES hope to either raise or maintain reasonable standards of dress and decorum in its clients/students. It is therefore the policy of ACES that all employees dress in a manner befitting the positions of stature and authority that they hold. Clothing should be appropriate to the assignment of the employee, but in all cases should be neat, clean decorous and safe and not tattered, torn or ripped. In cases of dispute regarding this provision between a member of the staff and the administration, the Executive Director shall meet with the parties and make a decision regarding the dispute. No employee shall be required to return home to change clothes except in extreme circumstances.

ARTICLE 33 - BEEPERS AND CELLULAR PHONES

No personal use of cellular telephones and other electronic devices is permitted during the work day.

ARTICLE 34 - ASSIGNMENT OF RUNS/TRANSPORTATION

- A. Ordinarily, runs shall not be assigned to Planning Aides. If a Planning Aide is requested to substitute for an assigned driver and agrees to do so, such agreement shall not constitute a past practice.

- B. In the event that there is no one at a student's/client's home to receive the student/client, the driver shall make a first report to ACES (base) that there is no response. The driver shall then continue and finish the assigned run. The driver shall then call the ACES (base) again regarding the status of the appropriate receiving person. If there is no appropriate person to receive the student/client, the driver will bring the student to a location as directed.
- C. Drivers holding a CDL license shall be paid an extra \$0.75 per hour, each hour worked for the entire work day.
- D. The Transportation Depot will be staffed as long as all drivers doing their regular runs or after-school runs are on the road.
- E. Due to the nature of the Chapter President's job, the President shall not be required to drive unless an emergency situation arises.
- F. A list of all drivers, including TADs, BTs, and anyone else who holds a Student Transport license shall be submitted at the beginning of the school year to Transportation, Program Administrators and the Union.
- G. A Memorandum of Understanding will be drafted in collaboration with the Union for a pilot program. Language to be drafted- Stipend posted for drivers who would like to cover for absences on a semester basis for schools other than their own would get \$1,500 per semester for up to five drivers. After three refusals, stipend is lost. Application process of a joint committee between the Union and ACES will determine those who are awarded the positions.

ARTICLE 35 - ALTERNATIVE LEARNING AREA

If a TAD requests, the administration may place a second staff member in an enrichment, antecedent, or ALA room from which a behavioral technologist is absent. A labor/management committee shall be formed to set up guidelines regarding the implementation of this provision. Either party may reopen this issue for negotiations at any time during the term of this agreement.

ARTICLE 36 - DURATION/ BLOCK

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

AREA COOPERATIVE
EDUCATIONAL SERVICES

By: Thomas M. Danehy
Thomas M. Danehy, Ed.D.
Executive Director

CSEA, LOCAL 2001, CTW

By: Rosa Salto 7/25/23
Rosa Salto
Staff Representative

By: Kathy Vitagliano
Kathy Vitagliano
Chapter President

By: Carl Hauer
Negotiating Committee Member

By: [Signature]
Negotiating Committee Member

By: _____
Negotiating Committee Member

By: _____
Negotiating Committee Member

By: [Signature]
Negotiating Committee Member

By: Rebecca M Howell
Negotiating Committee member

By: [Signature]
Negotiating Committee Member

By: Travis P. Zumbach
Negotiating Committee Member

By: [Signature]
Negotiating Committee Member

By: Zachary Keeting
Negotiating Committee Member

By: [Signature]
Negotiating Committee member

By: Roy Wiseman
Negotiating Committee Member

By: Cameron Salisbury
Negotiating Committee Member

By: _____
Negotiating Committee Member

By: [Signature]
Negotiating Committee Member

By: _____
Negotiating Committee Member

APPENDIX A

Hourly Rates 2022-23

	IA	ABA	B	JC1	JC2	JC3	A	C	E	ECA B	ECA M	ECA-TECH	H/A	PA
1	XXX	19.92	21.86	40.89	44.11	19.71	52,645							
2	19.41	22.41	21.86	18.35	22.59	26.38	20.43	20.75	22.21	41.30	44.54	19.89	53,144	
3	19.62	22.80	22.40	18.74	23.42	27.50	20.98	21.30	22.66	41.90	45.19	20.27	54,163	
4	19.82	23.17	23.31	19.47	24.53	28.62	21.92	22.55	23.07	45.27	49.14	20.56	55,202	
5	20.21	23.46	23.91	20.16	25.29	29.92	23.13	23.86	23.41	48.61	53.09	20.89	55,999	
6	20.83	23.93	24.52	20.84	26.01	30.87	24.53	25.31	23.81	51.99	57.07	21.13	58,221	
7	21.21	24.50	25.81		26.79			26.74	24.07	55.77	61.45	21.53	60,446	
8		25.25						28.88	24.28			21.94	62,660	
9		25.97							24.76			23.20	64,875	
10		27.84							25.81				67,098	
11									27.07				69,310	
12									28.76				72,043	
13													74,273	
14													76,569	
RC	22.52		37.40	23.84			25.26		31.32					33.55

Grade	Position	Grade	Position
IA	Individual Aide	C	Building Custodians
ABA	ABA Trainers	E	Secretaries
B	Teacher Assistants	ECA-B	ECA Hourly Instructor
JC1	Job Coach 1/Drivers	ECA-M	ECA Hourly Instructor
JC2	Job Coach 2	ECA Tech	ECA Hourly Instructor
JC3	Job Coach 3	H/A	Office Managers
A	Transportation Drivers	PA	Planning Aide (Position sunsets when current employees retire)
RC indicates that an employeec(s) are paid at a rate off the schedule.			

Hourly Rates 2023-24

	IA	ABA	B	JC1	JC2	JC3	A	C	E	ECA B	ECA M	ECA-TECH	H/A	PA
1	XXX	20.42	22.41	41.92	45.21	20.20	53,961							
2	19.89	22.97	22.41	18.81	23.16	27.04	20.94	21.27	22.77	42.33	45.65	20.39	54,473	
3	20.11	23.37	22.96	19.21	24.01	28.19	21.50	21.83	23.22	42.94	46.32	20.77	55,517	
4	20.32	23.75	23.89	19.96	25.14	29.33	22.47	23.12	23.65	46.40	50.37	21.07	56,582	
5	20.72	24.05	24.51	20.67	25.92	30.67	23.71	24.45	24.00	49.83	54.41	21.41	57,399	
6	21.36	24.53	25.13	21.68	26.66	32.11	25.51	25.94	24.40	53.29	58.50	21.66	59,676	
7	22.06	25.11	26.85		27.86			27.41	24.68	58.00	63.91	22.07	61,957	
8		25.89						30.03	24.89			22.49	64,226	
9		26.62							25.38			24.13	66,497	
10		28.96							26.46				68,775	
11									27.74				71,043	
12									29.91				73,844	
13													76,129	
14													79,632	
RC	23.42		38.90	24.79			26.27		32.57					34.90

Grade	Position	Grade	Position
IA	Individual Aide	C	Building Custodians
ABA	ABA Trainers	E	Secretaries
B	Teacher Assistants	ECA-B	ECA Hourly Instructor
JC1	Job Coach 1/Drivers	ECA-M	ECA Hourly Instructor
JC2	Job Coach 2	ECA Tech	ECA Hourly Instructor
JC3	Job Coach 3	H/A	Office Managers
A	Transportation Drivers	PA	Planning Aide (Position sunsets when current employees retire)
RC indicates that an employee(s) are paid at a rate off the schedule.			

Hourly Rates 2024-25

	IA	ABA	B	JC1	JC2	JC3	A	C	E	ECA B	ECA M	ECA-TECH	H/A	PA
1	XXX	XXX												
2	XXX	XXX												
3	XXX	XXX												
4	20.82	24.35	24.49	20.45	25.77	30.07	23.03	23.69	24.24	47.56	51.63	21.60	57,996	
5	21.24	24.65	25.12	21.18	26.57	31.44	24.30	25.06	24.60	51.08	55.77	21.94	58,834	
6	21.89	25.14	25.76	22.49	27.33	33.31	26.47	26.59	25.01	54.62	59.96	22.20	61,168	
7	22.88	25.74	27.85		28.90			28.10	25.29	60.17	66.30	22.62	63,506	
8		26.53						31.16	25.51			23.05	65,832	
9		27.28							26.01			25.04	68,159	
10		30.04							27.12				70,495	
11									28.44				72,819	
12									31.03				75,690	
13													78,033	
14													82,618	
RC	24.30		40.35	25.72			27.26		33.79					36.21

Grade	Position	Grade	Position
IA	Individual Aide	C	Building Custodians
ABA	ABA Trainers	E	Secretaries
B	Teacher Assistants	ECA-B	ECA Hourly Instructor
JC1	Job Coach 1/Drivers	ECA-M	ECA Hourly Instructor
JC2	Job Coach 2	ECA Tech	ECA Hourly Instructor
JC3	Job Coach 3	H/A	Office Managers
A	Transportation Drivers	PA	Planning Aide (Position sunsets when current employees retire)

RC indicates that an employee(s) are paid at a rate off the schedule.

APPENDIX B

On the following pages are the two Health Insurance Plan summaries provided for in the contract as noted in Article 11.

The High Deductible Health Plan with Health Savings Account (HSA)CSEA HDHP with a Lumenos HSA Plan.

**Anthem
Large Group Market
Anthem Century Preferred PPO HSA PS \$1500/0%/\$3000
Rx \$5/\$25/\$40**

Schedule of Benefits

This is a brief "Schedule of Benefits" which generally describes the Plan's benefits for Covered Services, and the cost-share(s) you must pay, and where services are usually received. Typically your benefits and cost-shares are based on the setting in which Covered Services are received (e.g., in a doctor's office, at an outpatient hospital facility, etc.). Please see "Important Notices about Your Benefits and Cost-Shares" for additional information about how your Deductible and Out-of-Pocket works, and other important notices pertaining to your benefits, limits, or cost-shares.

Benefit	In-Network (INET) Participating Providers Member Pays	Out-of-Network (OON) Member Pays
Plan Deductible		
Individual	\$1,500 per Member	\$1,500 per Member
Family	\$3,000 per Family	\$3,000 per Family
Coinsurance After any applicable deductible is met, you may pay Coinsurance for any services not listed in this Schedule.	0% Coinsurance	20% Coinsurance
Out-of-Pocket Limit		
Individual	\$3,000 per Member	\$3,000 per Member
Family	\$6,000 per Family	\$6,000 per Family
Includes Deductibles, Copayments and Coinsurance.		
Provider Office Visits		
Adult / Pediatric Preventive Visit	No Cost-Share	20% Coinsurance after Deductible is met
Preventive Care for Chronic Conditions (per IRS guidelines) Includes Medical items, equipment and screenings.	No Cost-Share	20% Coinsurance after Deductible is met

Benefit	In-Network (INET) Participating Providers Member Pays	Out-of-Network (OON) Member Pays
Primary Care Provider Office Visits (PCP) Includes In-Person and/or Virtual Visits for illness, injury, follow-up care, and consultations.	No Cost-Share after Deductible is met	20% Coinsurance after Deductible is met
Medical Chats and Virtual Visits for Primary Care from our Online Provider K Health Services from K Health or through its affiliated Provider groups can be accessed directly or through our mobile app.	No Copayment or Coinsurance after Deductible is met	20% Coinsurance after Deductible is met
Virtual Visits from our Online Provider LiveHealth Online Services from LiveHealth Online can be accessed directly or through our mobile app, website, or Anthem-enabled device.	No Cost-Share after Deductible is met When you visit a LiveHealth Online Medical or MH/SA Provider No Cost-Share after Deductible is met When you visit a LiveHealth Online SCP Provider	20% Coinsurance after Deductible is met
Specialty Care Provider Office Visits (SCP) Includes In-Person and/or Virtual Visits.	No Cost-Share after Deductible is met	20% Coinsurance after Deductible is met
Mental Health and Substance Abuse Office Visit (MH/SA) Includes In-Person and/or Virtual Visits, Outpatient treatment, and In-Home Behavioral Health Programs.	No Cost-Share after Deductible is met	20% Coinsurance after Deductible is met
Retail Health Clinic	No Cost-Share after Deductible is met	20% Coinsurance after Deductible is met
Outpatient Diagnostic Services		
Advanced Radiology Including MRI, CAT, CT, PET Scans, and other diagnostic services.	No Cost-Share after Deductible is met at Site-of-Service Providers No Cost-Share after Deductible is met at an Outpatient Hospital Facility	20% Coinsurance after Deductible is met

Benefit	In-Network (INET) Participating Providers Member Pays	Out-of-Network (OON) Member Pays
Laboratory Services	<p>No Cost-Share after Deductible is met at Site-of-Service Providers</p> <p>No Cost-Share after Deductible is met at an Outpatient Hospital Facility</p>	20% Coinsurance after Deductible is met
Non-Advanced Radiology Including x-ray, Breast Tomosynthesis, and other diagnostic services.	<p>No Cost-Share after Deductible is met at Site-of-Service Providers</p> <p>No Cost-Share after Deductible is met at an Outpatient Hospital Facility</p>	20% Coinsurance after Deductible is met
Prescription Drugs – Retail Pharmacy A 30-day supply per Prescription Drug or Prescription Drug refill at a Retail Pharmacy. Up to a 90-day supply is available at In-Network Maintenance Pharmacies for Tiers 1, 2, and 3, or as noted. Copayment amounts shown below are based on a 30-day supply per Prescription Drug or Prescription Drug refill.		
Tier 1 - Typically Generic Prescription Drugs	\$5 Copayment per Prescription Drug after Deductible is met	20% Coinsurance after Deductible is met
Tier 2 – Typically Preferred Brand Name Prescription Drugs	\$25 Copayment per Prescription Drug after Deductible is met	20% Coinsurance after Deductible is met
Tier 3 – Typically Non-Preferred Brand Name and Specialty Prescription Drugs Applies to Brand and Generic Specialty Drugs. Covers up to a 30-day supply of Specialty Drugs.	\$40 Copayment per Prescription Drug after Deductible is met	20% Coinsurance after Deductible is met
Prescription Drugs – Home Delivery (Mail Order) Pharmacy A 90-day supply per Prescription Drug or Prescription Drug refill at an In-Network Pharmacy for Tiers 1, 2, and 3, and a 30-day supply per Prescription Drug or Prescription Drug refill for Specialty Drugs on Tier 3.		
Tier 1 - Typically Generic Prescription Drugs	\$5 Copayment per Prescription Drug after Deductible is met	Not covered
Tier 2 – Typically Preferred Brand Name Prescription Drugs	\$25 Copayment per Prescription Drug after Deductible is met	Not covered

Benefit	In-Network (INET) Participating Providers Member Pays	Out-of-Network (OON) Member Pays
Tier 3 – Typically Non-Preferred Brand Name and Specialty Prescription Drugs Applies to Brand and Generic Specialty Drugs. Covers up to a 30-day supply of Specialty Drugs.	\$40 Copayment per Prescription Drug after Deductible is met	Not covered
Therapy Services (Outpatient Rehabilitative and Habilitative)		
Physical, Occupational and Speech Therapy	No Cost-Share after Deductible is met in an Office No Cost-Share after Deductible is met at an Outpatient Hospital Facility	20% Coinsurance after Deductible is met
Other Services		
Chiropractic Care	No Cost-Share after Deductible is met in an Office No Cost-Share after Deductible is met at an Outpatient Hospital Facility	20% Coinsurance after Deductible is met
Diabetic Equipment and Supplies	No Cost-Share after Deductible is met	20% Coinsurance after Deductible is met
Durable Medical Equipment (DME)	No Cost-Share after Deductible is met	20% Coinsurance after Deductible is met
Home Health Care Services	No Cost-Share after Deductible is met	20% Coinsurance after Deductible is met
Allergy Testing	No Cost-Share after Deductible is met	20% Coinsurance after Deductible is met
Allergy Treatment Injection, Immunotherapy, or other therapy treatments.	No Cost-Share after Deductible is met in an Office No Cost-Share after Deductible is met at an Outpatient Hospital Facility	20% Coinsurance after Deductible is met
Artificial Limbs Includes associated supplies and equipment	No Cost-Share after Deductible is met	20% Coinsurance after Deductible is met

Benefit	In-Network (INET) Participating Providers Member Pays	Out-of-Network (OON) Member Pays
Cardiac Rehabilitation Therapy	No Cost-Share after Deductible is met in an Office No Cost-Share after Deductible is met at an Outpatient Hospital Facility	20% Coinsurance after Deductible is met
Counseling Includes Family Planning and Nutritional Counseling (other than Eating Disorders).	No Cost-Share after Deductible is met	20% Coinsurance after Deductible is met
Dialysis and Hemodialysis	No Cost-Share after Deductible is met in an Office No Cost-Share after Deductible is met at an Outpatient Hospital Facility	20% Coinsurance after Deductible is met
Home Dialysis and Infusion Therapy	No Cost-Share after Deductible is met	20% Coinsurance after Deductible is met
Nutritional Counseling for Eating Disorders	No Cost-Share after Deductible is met	20% Coinsurance after Deductible is met
Other Therapy Services Including radiation, chemotherapy, respiratory therapy.	No Cost-Share after Deductible is met in an Office No Cost-Share after Deductible is met at an Outpatient Hospital Facility	20% Coinsurance after Deductible is met
Prosthetics	No Cost-Share after Deductible is met	20% Coinsurance after Deductible is met
Pulmonary Therapy	No Cost-Share after Deductible is met in an Office No Cost-Share after Deductible is met at an Outpatient Hospital Facility	20% Coinsurance after Deductible is met

Benefit	In-Network (INET) Participating Providers Member Pays	Out-of-Network (OON) Member Pays
Facility Services		
Outpatient Services Including surgery, infertility, hospice, and diagnostic colonoscopy.	No Cost-Share after Deductible is met at a Surgical Center No Cost-Share after Deductible is met at an Outpatient Hospital Facility	20% Coinsurance after Deductible is met
Inpatient Hospital Acute Care Facility Including mental health, substance abuse, maternity, infertility, hospice, and Human Organ and Tissue Transplant Services.	No Cost-Share after Deductible is met	20% Coinsurance after Deductible is met
Inpatient Rehabilitation Facility Up to 100 days per plan year.	No Cost-Share after Deductible is met	20% Coinsurance after Deductible is met
Partial Hospitalization and Intensive Outpatient Services (PHP/IOP) in a Facility For Mental Health and Substance Abuse treatment.	No Cost-Share after Deductible is met	20% Coinsurance after Deductible is met
Professional Services A separate professional fee for services performed by Physician or Specialist in any setting other than an Office.	No Cost-Share after Deductible is met at an Outpatient Hospital Facility No Cost-Share after Deductible is met at an Inpatient Facility No Cost-Share after Deductible is met at a Mental Health and Substance Abuse Inpatient Facility	20% Coinsurance after Deductible is met
Residential Treatment Center For Mental Health and Substance Abuse services.	No Cost-Share after Deductible is met	20% Coinsurance after Deductible is met
Skilled Nursing Facility Up to 180 days per plan year.	No Cost-Share after Deductible is met	20% Coinsurance after Deductible is met
Emergency and Urgent Care		
Ambulance Services	No Cost-Share after Deductible is met	No Cost-Share after In-Network Deductible is met

Benefit	In-Network (INET) Participating Providers Member Pays	Out-of-Network (OON) Member Pays
Emergency Room	No Cost-Share after Deductible is met	No Cost-Share after In-Network Deductible is met
Urgent Care Services Urgent Care Services may be received in various settings, please refer to those sections of the Schedule for details on what you will pay.	No Cost-Share after Deductible is met at a Walk-In Center No Cost-Share after Deductible is met at an Urgent Care Facility (Urgent Care Center)	20% Coinsurance after Deductible is met