

Tentative Agreement between CSEA and Area Cooperative Educational Services

1. This agreement will be in effect from July 1, 2018 through June 30, 2022

2. Art. 3 – UNION COMMUNICATIONS

(D). ACES shall post the approved Agreement on the ACES Intranet under Manuals and Calendars

Art. 3 – UNION COMMUNICATIONS

(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. Such list shall include: names, job title, and department, work location, newly hired employees, employees who have made application for or otherwise gave formal notice of retirement and any employee who has separated employment from ACES (terminations).

(F) During the orientation period, ACES will make arrangements for bargaining officers to meet with new hires at bi-monthly orientations. After a newly hired member completes the probationary period, the union will provide the member with a welcome packet.

Art. 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)

Art. 5 – PROBATIONARY PERIOD

(A). The above shall not apply to current bargaining unit members who are transferred laterally.

Art. 5 – PROBATIONARY PERIOD

(C). (add) Employees who are permanent employees and are subsequently awarded a change in job title shall serve a ^{probationary} ~~probationary~~ period in the new position for sixty (60) days. During such probationary period, the Executive Director, at his/her discretion, shall reassign the employee to his or her previous position. If their past position is not available, they will be offered a temporary assignment until such position becomes available.

Art. 7 – SENORITY AND LAYOFFS

(B 2) Add "ASPIRE" and any other new program or buildings to contract language

Art. 8- In no event shall such payments for injury leave exceed fifty (50) work days. After 50 work days, but not beyond the maximum recovery, an employee may utilize their sick leave to a maximum of forty (40) days to make up the difference between worker's compensation and their full pay.

Art. 9 – PERSONAL LEAVES

(B). change Assistant Executive Director title to "Director of Human Resources" (anywhere the term appears in contract)

Art. 11 – HEALTH BENEFITS

(A). 1. Up-date "APPENDIX C"

Art. 11 – HEALTH BENEFITS

(A). 2. 2018-2019 both PPO and HDHP

2019-2020 both PPO and HDHP

2020- 2021 both PPO and HDHP

2021-2022 both PPO and HDHP,

the PPO will no longer be offered after June 30, 2022

Art. 11 – HEALTH BENEFITS

(A). 2. 2018-2019 14.5%

2019-2020 14.5%

2020-2021 15.5%

2021-2022 16.5%

PPO rates are those noted above plus full buy up

Art. 11 – HEALTH BENEFITS

HDHP deductible remains \$1500/\$3000 through the life of the contract and employer's contribution will be deposited in the HSA on July 1st each year.

Art. 11 – HEALTH BENEFITS

RX co-pays \$5/\$25/\$40

Art. 11 – HEALTH BENEFITS

(B). 4. Correct the section letter to “F”

Art. 11 – HEALTH BENEFITS

(D). Change the words “IA’s” to: “All employees” are eligible to receive Life Insurance as set forth below.

Art. 13 – VACATIONS

(B). An employee requesting vacation shall electronically enter such vacation request pursuant to ACES procedure.

Art. 14 – HOLIDAYS

(B). Add “Christmas” to second sentence as an additional holiday for IA’s.

(C). In addition to the above, there shall be four (4) floating holidays *if* ACES holds school on Veteran’s day in the future.

ART. 14 F (change)

For ABA Trainers shall have four (4) floating holidays *if* ACES holds school on Veteran’s day in the future, the same as described in Article 14 described in paragraph C above.

Art. 16 - SICK TIME

(B). ABAT will accrue fifteen (15) sick days

Art. 17- BEREAVEMENT LEAVE

(B). Eliminate last sentence regarding IA’s

Art. 19- LEAVES OF ABSENCE FOR PROFESSIONAL GROWTH/UNION LEAVE

(B). ACES will grant professional leave days for two members to attend conferences (Union conventions, trainings, workshops etc.) and all others can take a personal day or a day without pay.

Art. 23 – HOURS OF WORK

(G). Eliminate the last sentence in the first paragraph that refers to IA’s so IA’s can refuse summer school.

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

Art. 25 -UNION SECURITY

Section 4. (add) 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 the 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.

Art. 25 -UNION SECURITY

Section 7. (add) 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 the Staff Representative any discrepancies between the employment status indicated on the membership list as compared to ACES records

Art. 27 – WAGES

All active employees who were hired before July 1, 2018 and have maintained continuous service from July 1, 2018 through April 11, 2019 shall receive the following (pending ACES Governing Board approval and CSEA member ratification). Employees hired on or after August 28, 2018, shall receive prorated compensation, on a monthly basis, for each month worked beginning from September, 2018 through June, 2019.

2018-2019 a. 2088 hours worked annually shall be paid \$1,100

b. 1584 hours worked annually shall be paid \$850

c. 1129 hours worked annually shall be paid \$655

d. 945 hours worked annually shall be paid \$580

2019-2020 2.75% GWI no step increase

2020-2021 2.75% GWI no step increase

2021-2022 2.75% GWI no step increase

Art. 27 – WAGES

(B). Plan A. Eliminate last two sentences regarding IA's only getting 21 paychecks. (to reflect current practice). Final pay will be made within five days of end of year but no later than last day of work year.

Art. 27 – WAGES

(B). Plan B. Eliminate last two sentences regarding IA's getting the balloon check. (to reflect current practice). Final pay will be made within five days of end of year but no later than last day of work year.

Art. 28 – SUBSTITUTES

(B). Stipend rates to increase to \$55/whole day and \$27/half day

Art. 28 STIPENDS

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) stipend if such translation occurs during the member's regular workday and fifty (50) dollars if such translation occurs outside of the regular workday per occurrence.

Art. 28- MEDICATION ADMINISTERED

F. Two staff from ACCESS will be paid \$500 per year to administer medication as needed for clients. Application process of a joint committee between the Union and ACES will determine those who are awarded the positions

Art.30 – RETIREMENT

K. Staff members who have completed 20 years of continuous service with ACES (except for leaves as defined as Article 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 stipend in their final pay.

Art. 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

Art. 34 – ASSIGNMENT OF RUNS/TRANSPORTATION

(E). (New section) Due to the nature of the Chapter President’s job, the President shall not be required to drive unless an emergency situation arises.

Art. 34 – ASSIGNMENT OF RUNS/TRANSPORTATION

(F). (New section) A list of all drivers, including TADs, BTs, and anyone else that holds a Student Transport license shall be submitted at the beginning of the school year to Transportation, Program Administrators and the Union.

Art. 34 – ASSIGNMENT OF RUNS/TRANSPORTATION

(G). (New) A Memorandum of Understanding will be drafted in collaboration with the union for 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 \$1500 per semester for up to 5 drivers. After 3 refusals, stipend is lost. Application process of a joint committee between the Union and ACES will determine those who are awarded the positions.

Art. 34 – ASSIGNMENT OF RUNS/TRANSPORTATION

CDL Trainer shall receive a stipend of \$3550 per year

Art. 36 – DURATION: July 1, 2018 - June 30, 2022

Union agrees to present to members for ratification by April 3, 2019.

Management will present to the Board by April 12, 2019.

AREA Cooperative Educational Services

By: Thomas Daly Date 3/20/19

CBEA, Local 2001, CTW
By: Rosa Salto Date 3/20/19

Rosa Salto, Staff Representative

By: Kathleen Vitagliano Date 3/20/19

Kathleen Vitagliano, Chapter President

By: *[Signature]* Date 3-20-19
Treasurer

By: *[Signature]* Date 3/20/19
Negotiating Team Member

By: *[Signature]* Date 3-20-19
Negotiating Team Member