

# AGREEMENT

between

REGIONAL SCHOOL DISTRICT NO. 14  
BOARD OF EDUCATION

and

NONNEWAUG PARAPROFESSIONAL UNION  
LOCAL 1303-257 OF COUNCIL 4, AFSCME, AFL-CIO

July 1, 2018-June 30, 2021

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0.1 THIS AGREEMENT MADE AS OF SEPT. 17 of 2018 by and between the REGION NO. 14 BOARD OF EDUCATION (hereinafter referred to as the "Board") and the NONNEWAUG PARAPROFESSIONAL UNION (hereinafter referred to as the "Union").

**ARTICLE I**  
**BOARD RIGHTS**

1.1 Subject to the provisions of this Agreement, the Union recognizes that the Board and the Superintendent of Schools reserve and retain full rights, authority, and discretion, in the proper discharge of their duties and responsibilities to control, supervise and manage the schools and its staff under governing law, ordinances, rules and regulations. These inherent Management Rights are not in any way directly or indirectly subject to the grievance procedure.

**ARTICLE II**  
**SAVINGS CLAUSE**

2.1 If any provision of this Agreement is, or shall at any time be found contrary to law, then that provision shall not be applicable, except to the extent permitted by law, and the Board and the Union shall jointly consider the effect of such a finding and determine what, if any, future action may be required. During this period, all other provisions shall continue in effect.

**ARTICLE III**  
**RECOGNITION**

3.1 The Nonnewaug Regional School District No. 14 (hereinafter called the "Board") recognizes Local 1303-257 of Council 4, American Federation of State, County and Municipal Employees (hereinafter called the "Union") as the exclusive representative for the purposes of collective bargaining with respect to wages, hours, and other conditions of employment pursuant to the Municipal Employee Relations Act, for all paraprofessionals.

**ARTICLE IV**  
**NEGOTIATIONS/NO STRIKE**

4.1 **No strike**

Employees included in this Agreement shall not hinder the Board's operation by strike or withholding of services, and the Board shall not pursue lock-out tactics in any part of its operation.

**ARTICLE V**  
**GRIEVANCE PROCEDURES**

5.1 **Definitions**

A "Grievance" is defined as any alleged violation, misinterpretation or misapplication of a specific section of this contract.

5.1.1 The term "days", except where otherwise indicated, means working school days.

5.2 **Purposes**

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may arise between the parties.

5.2.1 Both parties agree these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

**5.3 Time Limits**

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement in writing. If the grievant fails to comply with the time lines of this Article, the grievance shall be considered waived.

**5.4 Informal Procedures**

If an employee thinks that he/she may have a grievance, he/she will first discuss the matter with the immediate supervisor, being either the principal or the Director of Special Services in an effort to resolve the problem informally.

5.4.1 If, after such a discussion, the employee is not satisfied with the disposition of the matter, he/she shall have the right to have the Union assist him/her in further efforts to resolve the problem informally with the immediate supervisor, being either the principal or Director of Special Services.

**5.5 Formal Procedure**

**Level One - School Principal or Immediate Supervisor**

If the grievant is not satisfied with the disposition of the problem through informal procedures, he/she may submit his/her claim as a formal grievance in writing to his/her principal. Such claim shall be submitted within fourteen (14) calendar days of the date the grievant knew or should have known of the event giving rise to the grievance. The written grievance shall contain a statement of the facts upon which the grievance is based and the sections of the contract allegedly violated.

5.5.1 The principal or supervisor shall within ten (10) days of receipt of the grievance render a decision and the reasons therefore in writing to the grievant with a copy to the Union.

**5.5.2 Level Two - Superintendent of Schools**

If the grievant is not satisfied with the disposition of the grievance at Level One, within five (5) days of receipt of the decision or in the event that no decision has been rendered within ten (10) days after presentation of the grievance, the grievant shall submit it in writing to the Superintendent.

5.5.3 Within ten (10) days after receipt of the written grievance by the Superintendent, the Superintendent shall meet with the grievant to hear the grievance. The grievant may be accompanied by a representative of the Union. Within ten (10) days of the meeting, the Superintendent shall render a decision.

**5.5.4 Level Three - Board of Education**

If the grievant is not satisfied with the disposition of the grievance at Level Two, within five (5) days of receipt of the decision or in the event that no decision has been rendered within ten (10) days of the receipt of the grievance by the Superintendent, the grievance shall be presented to the Board of Education or its designee, through the Superintendent of Schools. The Board shall conduct

a hearing within thirty (30) days of receipt of the grievance and render a written decision within ten (10) days of the hearing.

5.5.5 The member of the Union may, within fifteen (15) days of notification of the disposition of the grievance under Level Three, proceed to the Level Four upon written notice to the Board.

5.5.6. **Level Four**

If the grievance is not resolved within fifteen (15) school days of receipt of the Board's decision, and after Levels 1, 2 and 3 have been complied with, only the employer or the Union may process the grievance for arbitration by submitting it to the Connecticut Board of Mediation and Arbitration, with a copy to the other party. The Board shall hear the grievance under its rules and regulations and shall render a decision based upon its interpretation of the contract language. The decision of the Connecticut Board of Mediation and Arbitration shall be final and binding upon the employer, the employees and the Union. Any expenses incurred for such procedure shall be shared equally by the Union and the Board of Education.

5.5.7 In the event the grievance concerns termination of an employee, the parties agree that instead of the Connecticut Board of Mediation and Arbitration, the matter will be referred to American Arbitration Association for arbitration pursuant to its voluntary rules. The award shall be final and binding and the cost of the process will be shared equally by the union and the Board.

5.5.8 The arbitrator shall hear and decide only one grievance in each case. The arbitrator or arbitration panel shall have no power in any matter to make an award which amends, adds to, subtracts from, or eliminates any provision of this Agreement. The decision of the arbitrator shall be final and binding on all parties.

**ARTICLE VI**  
**EMPLOYMENT PRACTICES**

6.1 **Conditions of Employment**

**Selection**

Neither the Board nor the Union shall discriminate against any employee or applicant for employment or in any matter relating to employment in violation of federal and/or state law.

6.1.2 **Appointments to New Positions**

Notice of vacancies and/or new paraprofessional positions shall be posted in all schools for five (5) working days. A copy of the posting will be mailed (electronically or otherwise) to the Union President immediately upon notification of vacancy. All qualified employees, full or part-time, shall be given an opportunity to make application for such openings. Qualifications being equal, as determined by the Superintendent, the employee shall be given preference.

Should a position(s) become available the District will notify the bargaining unit members by e-mail to allow members to apply for the vacancy during the summer break. However, each member of the bargaining unit is responsible for a) furnishing to the District an accurate personal e-mail address for the summer, and b) receipt of the e-mail.

6.1.3 A newly appointed employee shall serve a ninety (90) day probationary period. Continuous employment is contingent upon satisfactory performance and the needs of the District.

- 6.1.4** The President(s) of the Union shall receive new hire information as soon as available to include:
1. Name
  2. Start Date
  3. Worksite

**6.2** **Work Schedules**

**Work Year**

The work year shall be in accordance with the school year calendar established for Nonnewaug Regional School District No. 14. The number of days worked in a school year and the number of hours worked in a day shall be determined by the Superintendent of Schools or his/her designee and in accordance with the Districts needs and the budget.

- 6.2.1** All employees under this contract working twenty-five (25) hours or more per week will be paid for a duty free lunch period of not less than half an hour (1/2 hour). Employees working in excess of their scheduled hours shall be paid such hours at their regular rate provided the excess hours have been pre-approved by the Superintendent or Building Administrator as designee.
- 6.2.1a** Paraprofessionals may be assigned to lunch, recess and bus duties by the building administrator, but such duties shall not prevent them from receiving a lunch period during the school day.
- 6.2.2** All paraprofessionals employed as of July 1, 2009 will not forfeit any of the benefits or provisions of the contract as a result of a management-directed reduction in hours.

**6.3** **School Closings**

All employees under this contract working twenty-five (25) or more hours per week shall be paid the number of hours specified in their annual salary agreement when unscheduled late openings, early dismissal or an emergency of any nature is declared by the administration.

- 6.3.1** On days that have been scheduled in advance as a modified work day, in-service, or early dismissal, paraprofessionals shall be assigned by the administration to participate in training sessions, professional development or other job-related activities for the remainder of the school day.

**6.4 Assignment**

Paraprofessionals already in the school system shall receive notice of their assignment for the coming school year not later than August 1<sup>st</sup> of the current year. Such notice shall include school and specific grade level assignment.

**6.5 Seniority**

Should reduction in the paraprofessional workforce become necessary, such reduction shall first be effected on the basis of seniority. However, seniority may not be the controlling factor if the Board can demonstrate the need for special skills and qualifications in a particular position. If such a need arises the Board will discuss with the Union prior to implementation.

**6.5.1** For purposes of this Article, seniority for employees shall be defined as the length of continuous service in the bargaining unit in the Region No. 14 School District, commencing on the date of initial employment. In the event of layoff, service shall be deemed to be uninterrupted while on the recall list.

**6.5.2** Should an existing position be eliminated, the following procedure shall be applicable:

**6.5.3** Seniority within the bargaining unit will be the determining factor except for special skills and qualifications (see Section 6.5). Otherwise the employee with the least seniority in the bargaining unit shall be terminated and placed on the recall list.

**6.5.4** The Board shall maintain a recall list containing the names of all bargaining unit employees whose employment contracts are terminated or reduced due to the elimination or reduction of position. In the event that a vacancy is created within the bargaining unit of the terminated employee within one (1) year of termination, those on the recall list shall be notified, in the inverse order of layoff, by certified mail, return receipt requested. The former employee shall accept the offer of employment within five (5) working days from receipt of such notice. In the event that the employee fails to accept an offer of employment during the term of the layoff, then the employee's name will be removed from the recall list. In any event, the employee's name will be removed from the recall list one year from layoff. In accordance with Section 6.5, seniority may not be the controlling factor in recall from layoff if special skills and qualifications exist for a particular position.

**ARTICLE VII  
APPROVED ABSENCES**

**7.1** Members eligible for approved absences must be scheduled to work twenty-five (25) or more hours per week.

**7.1.1 Sick Leave**

Current eligible employees shall be allowed fifteen (15) days per year for personal illness, cumulative to 100. Employees hired effective 7/1/99 shall be allowed ten (10) days per year for personal illness, cumulative to 100. Any absence in excess of four (4) consecutive days for personal illness shall, if requested, be substantiated by a physician's certificate satisfactory to the Superintendent or his designee.

**7.2 Personal Days**

All eligible paraprofessionals shall be entitled to five (5) days leave of absence with pay each year for personal, legal, religious, business, or family matters, i.e., birth of child, marriage, serious illness in the paraprofessional's household or immediate family, which requires absence during school hours. Leaves of absence for these purposes shall be in addition to any sick leave accumulated. A request is to be made to the administration forty-eight (48) hours in advance stating reasons as listed above. The administration shall exercise reasonable discretion in granting the use of a personal day. Personal leave shall only be used for necessary and unavoidable business that cannot otherwise be conducted outside of the workday and for which arrangements cannot be made outside the workday or on other than a workday because of reasons beyond the control of the employee.

### **7.3 Absence Due to Death**

Leave shall be granted with full pay for all work days included in the three (3) calendar days immediately following a death in the household or in the immediate family; i.e., spouse, child, parent, parent-in-law, stepchild, brother, sister, grandparents, brother/sister-in-law and aunt/uncle. This leave shall not be deducted from any sick or personal leave time. An additional day may be granted to attend the funeral of any non-listed relative or friend upon a specific request to the superintendent or his designee. If granted, the leave shall not be deducted from any sick or personal leave time.

### **7.4 Jury Duty**

Any paraprofessional who is called for jury duty shall receive the necessary leave to fulfill this legal obligation. This leave shall not be deducted from any leave. For the period of jury duty, the paraprofessional shall receive from the Board of Education the difference between the juror compensation and the employee's regular rate of pay. If an employee is released early from jury duty he must report to work. All compensation shall be based upon official documentation.

- 7.4.1** The employee called for jury duty shall notify the Superintendent in writing as soon as the employee has received either a notice from the court indicating that he/she has been selected for service on the jury panel or notice to appear in court for service on the jury panel.

### **7.5 Leaves without Pay**

Leaves of absence without pay may be granted by the Superintendent in his sole discretion, for a limited, definite period not to exceed one (1) year for health reasons, upon continued advice of a physician and other personal reasons. If the employee wishes to continue medical coverage they will accept and pay the full cost of the coverage during such leave.

- 7.5.1** 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 shall expire automatically at the date of expiration approved for the leave. If an extension is required, such extension must be approved by the Board.
- 7.5.2** 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.
- 7.5.3** Accumulated seniority shall not be lost during the leave of absence.

- 7.5.4 An employee returning from leave shall commence re-employment at the same level as if he/she had not taken a leave of absence.
- 7.5.5 The employee shall, if he/she so desires, receive life insurance benefits at group rates paid for by the employee while he/she is on leave of absence without pay.
- 7.6.1 Effective July 1, 1994, upon death of an employee, the employee's estate shall receive 40% of unused sick leave days in monies at the hourly rates in effect. Employees hired on or after July 1, 2018 will be ineligible to receive this benefit.
- 7.6.2 Upon retirement employees shall receive twenty-seven percent (27%) of unused sick days at the hourly rates currently in effect to a maximum of fifteen (15) days. Employees hired on or after July 1, 2018 will be ineligible to receive this benefit.
- 7.6.3 Leave balances shall be provided to each employee each September.

## **ARTICLE VIII** **INSURANCE BENEFITS**

### **8.1 Workers' Compensation**

Whenever an employee is absent from work as a result of personal injury compensable under the Connecticut Workers' Compensation law, full salary, less the amount of weekly compensation award, shall be paid, for a period up to the first twelve (12) months of said absence. Such absence will not be charged to the employee's annual sick leave or any leave. Employees hired on or after July 1, 2018 will be ineligible to receive this benefit.

### **8.2 Insurance and Health Benefits**

The District shall pay (pursuant to Section 8.2.5) and provide insurance benefits for eligible employees. Employees will have the option of an HSA plan (which is the "base plan") or a PPO Plan (which is the "buy-up plan") under the following guidelines:

PPO plan:

- Single coverage only.
- The employee may purchase family medical coverage at group rates at the employee's own option and expense, as it may be permitted by the Board's insurance carrier.
- Mirrors the central office plan on file at the Central office for all coverage including prescription drugs.
- Commencing July 1, 2016, any employee choosing coverage in the PPO plan shall additionally be responsible for paying the difference between the Board's share of the HDHP insurance premium, as set forth above, and the total cost of the PPO premium.
- 3-Tier prescription drug program with unlimited annual maximum and co-payments as follows: \$10 for generic drugs, \$25 for listed brand-name drugs and \$40 for non-listed brand-name drugs. Mail Order: The \$10 generic/\$25 listed brand name/ \$40 non-listed brand name co-payment and an unlimited annual maximum apply; for 31-day to 100-day supply, two co-payments will apply, as follows: \$20 generic/\$50 listed brand name/\$80 non-listed brand name.

High Deductible Health Care Plan (“HDHP”) with a Health Savings Account (“HSA”): \$2,000 individual and \$4,000 family deductible. The Board will fund 50% of the deductible of such a plan in 2018-2019, 35% in 2019-2020, and 25 % in 2020-2021. Employee premium cost at 15% commencing in 2018-2019, 14.75% commencing in 2019-2020 and 14.5% in 2020-2021

- 8.2.1** A copy of the Board’s health insurance plan is on file in the superintendent’s office and is available for inspection. All the above specified co-pays, deductibles and premium cost sharing provisions are subject to any limitations provided under law.
- 8.2.3** A copy of the Board’s dental plan is on file in the superintendent’s office and is available for inspection.
- 8.2.4.** Accordingly, the Board shall deduct employee co-pays on a biweekly basis. Said deductions are subject to IRS §125 Plan Treatment, at the employee’s option.
- 8.2.5** In order to be eligible for insurance and health benefits, the employee must be scheduled to work twenty-five (25) or more hours per week.
- 8.2.6** Group life insurance for the employee in the amount of Fifteen Thousand (\$ 15,000) Dollars.
- 8.2.7** The employee may purchase family medical coverage at group rates at the employee's own option and expense, as it may be permitted by the Board's insurance carrier.
- 8.2.8** An employee who retires from the Region No. 14 School District after fifteen (15) years of full time service (i.e. twenty-five (25) or more hours per week) shall be entitled to continue coverage under the Group Insurance Plan, provided such employee assumes the cost of these plans.
- 8.3** The Board may substitute any insurance carrier for any other insurance carrier specifically named in the contract so long as it has the written consent of the Union. The intent of this section is to afford the Board an opportunity to provide insurance coverage similar to named carrier insurance coverage but at a reduced rate, if possible. The Union shall not unreasonably withhold its approval. The Board may submit this matter to the State Board of Mediation and Arbitration for a binding arbitration award pursuant to the rules of that Agency.
- 8.4** If the total cost of a group health insurance option offered under this contract triggers the Excise Tax provision of the Patient Protection and Affordable Care Act during the course of this contract, either party shall have the right to initiate negotiations. Such negotiations shall be limited solely to medical insurance issues only.

**ARTICLE IX**  
**COMPENSATION**

**9.1 Paraprofessional Hourly Wage Schedule**

All newly hired paraprofessionals will be placed on Step 1 of the hourly wage schedule during the first year of employment.

- 9.1.a Step 1 equates to the beginning of the first year of employment.
- 9.1.b Step 2 equates to the beginning of the second year of employment.
- 9.1.c Step 3 equates to the beginning of the third year of employment.
- 9.1.d Step 4 equates to the beginning of the fourth year of employment through completion of six years of employment.
- 9.1.e Step 5 equates to the beginning of the seventh year of employment and all years thereafter.

9.1.1 Wage rates shall be effective as follows:

<b>Year:</b>	<u>7/1/18</u>	<u>7/1/19</u>	<u>7/1/20</u>
<b>GWI</b>	2.0%*	2.0%	2.47%

**0-3 years of employment:**

<b>Step 1</b>	\$15.38	\$15.69	\$16.08
<b>Step 2</b>	\$16.34	\$16.67	\$17.08
<b>Step 3</b>	\$17.28	\$17.63	\$18.07

**4-6 years of employment:**

<b>Step 4</b>	\$18.51	\$18.88	\$19.35
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**7 or more years of employment:**

<b>Step 5</b>	\$19.09	\$19.48	\$19.96
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**\* no step increases in 2018-2019**

- 9.1.2 All newly hired Paraprofessionals shall start at Step 1 of the hourly wage schedule. There shall be no step movement for 2018-2019, and all paraprofessionals will remain on the step that they were as of June 30, 2018 for 2018-2019. Thereafter, commencing paraprofessionals not at Step 5 shall advance to the next Step, on their anniversary date of hire which equates to their years of employment. For paraprofessionals employed as of July 1, 2015, the anniversary date for purposes of this subsection shall be deemed to be the date six months after their date of hire.
- 9.1.3 After ten (10) years of continuous employment as a paraprofessional, each employee working twenty-five hours or more shall receive in a lump sum of Two Hundred Fifty (\$250.00) Dollars. After fifteen years, Four Hundred Fifty (\$450.00) Dollars. All longevity payments must be paid the

end of the school year. An employee must work the entire year to be eligible to receive the longevity stipend. Employees hired on or after July 1, 2018 will be ineligible to receive this benefit.

- 9.2.1 When a Paraprofessional is required to substitute for a teacher for more than 50% of a school day, the Paraprofessional shall receive a stipend of \$25.00.
- 9.2.2 When a Paraprofessional is required to substitute for an Instructional Assistant for more than 50% of a school day, the Paraprofessional shall receive a stipend of \$15.00.
- 9.3 Effective July 1, 2015, all Paraprofessionals will be required to receive their pay through automatic direct deposit to the financial institution of his/her choice.

**ARTICLE X  
HOLIDAYS**

- 10.1 In order to receive holiday pay, individuals must be scheduled to work twenty-five (25) hours or more per week.

Columbus Day	Memorial Day
Veterans Day	Thanksgiving Day
Martin Luther King Day	Friday after Thanksgiving
Good Friday	President's Day
Christmas Day	Labor Day (if school year begins prior to Labor Day)
Christmas Eve	
New Year's Day	

In the event that school is in session on Veteran's Day, employees required to work on that day and who are eligible for the paid holiday shall be given a substitute holiday, to be used on a day that school is not in session, with the Superintendent's (or designees) permission. Conversely, employees not working on Veteran's Day or not otherwise entitled to a paid holiday on Veteran's Day are not entitled to said substitute holiday.

**ARTICLE XI  
UNION RIGHTS**

**11.1 Printing of Contract**

The Central Office will distribute copies of the contract to all Union members plus five (5) copies to the Union. Every effort to distribute copies of the contract to Union members within two (2) weeks after finalization will be made. The Board shall provide a copy of the contract (electronic or otherwise) to each new employee upon hire.

**ARTICLE XII  
RIGHT OF ROSTER INFORMATION**

- 12.1 Within ten (10) school days of a written request from the Union, the Central Office will provide the President of the Union with a complete list of paraprofessionals and school assignments and titles.

**ARTICLE XIII  
DUES DEDUCTION**

- 13.1 Union dues or agency service fees, when duly authorized, shall be deducted in ten (10) monthly installments beginning the second payroll period in September and each month thereafter.
- 13.2 The names of paraprofessionals employed to fill positions covered by the Agreement shall be furnished to the Union by the Board.
- 13.3 The deductions shall be sent to the Financial Officer of Local 1303 of Council 4 no later than fifteen (15) calendar days from the day for which they are deducted.
- 13.4 The Board agrees to deduct Union dues or the agency service fee from the salaries of the paraprofessionals following authorization in writing by each paraprofessional, and holds them harmless in such process.
- 13.5 The Union agrees to defend, indemnify and save the Board harmless against any and all claims, demands, suits or other forms of liabilities, including but not limited to, all legal fees and costs that shall arise out of or by reason of any action taken or not taken by the Board for the purpose of complying with any of the provisions of this agreement regarding dues/fees.

**ARTICLE XIV**  
**403B PLAN**

- 14.1 Bargaining unit members will be allowed to participate in an Internal Revenue Code §403B defined contribution retirement savings plan. The union may chose the administrator of such plan so long as there is no administrative cost to the Board. The Board will contribute two percent (2%) of each employee's annual income. The employee may contribute any voluntary contribution amount permitted under the terms of the plan.

**ARTICLE XV**  
**MISCELLANEOUS**

- 15.1. Full and Complete Agreement. This Agreement contains the full and complete agreement between the parties. Any item not covered by this Agreement may be governed by existing written 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. Where any policy, rule or regulation of the Board is in conflict with any specific provision of this Agreement, this Agreement shall prevail.
- 15.2. Gender Statement. Any reference in this Agreement to the masculine gender shall be deemed to include the feminine and any reference to the feminine gender shall be deemed to include the masculine.
- 15.3. Alteration of Agreement. Neither party shall be required to negotiate upon any issue concerning the terms and conditions of employment for the duration of this Agreement, whether or not said issue is covered in the Agreement. In the event, the parties mutually agree to negotiate upon any issue, any modification of this Agreement shall be reduced to writing, signed by the parties, and become an appendix to this Agreement.
- 15.4. Waiver. The waiver of any breach or condition of this Agreement by either the Board or the Union shall not constitute a precedent in the future enforcement of all the terms and conditions herein. All past practices, procedures and customs not specifically incorporated in or protected by this Agreement are hereby rendered null and void.

**ARTICLE XVI**

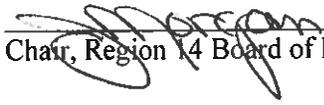
**DURATION**

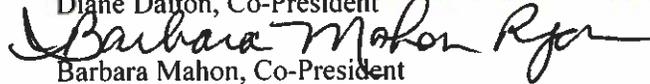
**16.1** This Agreement shall take effect upon ratification, subject to the payment of retroactive increases, and shall remain in full force and effect through June 30, 2021.

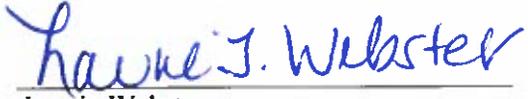
**IN WITNESS WHEREOF**, the parties have affixed their signatures hereto.

Regional School District No. 14

Nonnewaug Paraprofessional Union  
Local 1303-257, Council 4, AFSCME, AFL-CIO

  
Chair, Region 14 Board of Education

  
Diane Dalton, Co-President  
  
Barbara Mahon, Co-President 9/27/18

  
Laurie Webster  
Staff Representative  
Council 4, AFSCME, AFL-CIO