

# **COLLECTIVE BARGAINING AGREEMENT**

*By and Between the*

**DERBY BOARD OF EDUCATION**

*and the*



**UNITED PUBLIC SERVICE EMPLOYEES UNION  
DERBY BOE PARAPROFESSIONALS  
Local 424 - Unit 124**

July 1, 2020 - June 30, 2021

**AGREEMENT  
BY AND BETWEEN THE  
DERBY BOARD OF EDUCATION  
AND THE  
UNITED PUBLIC SERVICE EMPLOYEES UNION (UPSEU) LOCAL 424 – UNIT 124**

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## **INTRODUCTION**

This Agreement is made and entered into by and between the Derby Board of Education (hereinafter referred to as the "Board") and the United Public Service Employees Union (UPSEU) Local 424 – Unit 124 (hereinafter referred to as the "Union"), jointly referred to as the "Parties."

## **ARTICLE 1** **RECOGNITION**

- 1.1 The Board recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining relative to wages, hours, and other conditions of employment of all full-time (20 hours per week or more) paraprofessional employees, excluding seasonal (as defined in MERA) and substitute employees, and further excluding part-time (less than 20 hours per week) employees.

## **ARTICLE 2** **MANAGEMENT RIGHTS**

- 2.1 Except as specifically abridged or superseded by any provision of this Agreement, the Derby Board of Education has and will continue to retain, whether exercised or not, the sole and exclusive right, responsibility and prerogative to manage and direct the operations of the schools, including but not limited to the following rights:
- A. To create, abolish or maintain programs and maintenance activities, as in the judgment of the Board will best serve the interests of the school district.
  - B. To decide upon the need and type of personnel, facilities, buildings, lands, apparatus and other property within its control.
  - C. To employ, assign, transfer, hire, fire and discipline employees and to prescribe and enforce reasonable rules and regulations for the performance of work and to maintain discipline.
  - D. To prescribe schedules and procedures used to operate the schools.
  - E. In general, to control, supervise and manage the operations of the Derby School System and to establish or continue policies, practices and procedures for the conduct of Board business and the management of its operations, and from time to time, to change or abolish such policies, practices or procedures.
- 2.2 The management rights listed herein shall not contravene the terms or conditions of this Agreement.

**ARTICLE 3**  
**HOURS OF WORK**

- 3.1 The normal paid work hours of full-time employees shall be six (6) hours per day, Monday through Friday, with a one-half (1/2) hour unpaid lunch. The normal work year shall be 183 days. In the event that a paraprofessional is unable to take his/her thirty (30) minute lunch period (for reasons such as being on a class trip, covering for a teacher, etc.) the paraprofessional employee shall on those days receive an additional thirty (30) minutes of paid time provided that the classroom teacher verifies in writing that the paraprofessional was unable to take his/her entire thirty (30) minute lunch period.

Nothing herein shall preclude the assignment of a longer or shorter work year, a longer or shorter work day or a longer or shorter work week by the employer, with at least one (1) month advance notice to the Union. The work day for each bargaining unit employee shall commence at times determined by the Superintendent or his/her designee. Prior to the end of each school year for the following year, each bargaining unit employee shall receive a school calendar indicating their work days/year and shall be advised of their respective starting times and work assignments, provided however that such work starting times/days/weeks/year/assignment may be changed due to the needs of the school district.

In the event that after bargaining unit employees receive their initial work assignments for the ensuing school year, either: (1) a new position is created by the Board; or (2) a vacancy occurs as a result of a bargaining unit employee not returning to work, such position shall be filled in accordance with Article 19, Section 19.1.

- 3.2 Employees who report to work shall receive a full day's pay if their work day is shortened due to a late opening or early school closing.
- 3.3 The Director of Special Education or his/her designee will provide the paraprofessional assigned to a specific student with information regarding the student's Individualized Education Plan ("IEP"), 504 Plan, or Behavior Intervention Plan ("BIP") in order to assist the paraprofessional in meeting the student's needs. The paraprofessional will be notified of any changes to such plans that impact the paraprofessional.
- 3.4 At the discretion of the Superintendent, paraprofessional employees shall be provided with an in-service training session directly related to paraprofessional responsibilities. Paraprofessional employees who are required to attend any such session who do attend such session for the duration of the session shall be paid on an hourly basis. Unless excused by the Superintendent, failure to attend without a reasonable excuse may result in disciplinary action.
- 3.5 Summer/extended school year positions shall be posted on school bulletin boards and distributed to bargaining unit members via electronic mail no later than May 30 of each year. Bargaining unit members wishing to receive those positions may apply. Positions will be awarded in accordance with Article 19. Employees shall be compensated at their

regular rate of pay. All other provisions of the contract will be in place for those awarded summer/extended school year positions. (*Independence Day is not a paid holiday.*)

**ARTICLE 4**  
**WAGES AND PAYROLL DEDUCTIONS**

- 4.1 The wages of employees covered by this Agreement are set forth in Schedule A which is attached hereto and made part of this Agreement. Only those bargaining unit members who are employed by the Board on the date of ratification shall be entitled to retroactive pay.
- 4.2 Part-time employees who are scheduled to work at least twenty (20) hours per week shall be entitled to all unpaid and paid time benefits on a pro rata basis.
- 4.3 Effective July 1, 2017, upon completion of the following years of service and each year thereafter, all qualifying employees shall receive the applicable longevity payment as follows:

10 years	\$250.00
20 years	\$350.00
25 years	\$400.00

Such payments shall be made in the first pay period in December.

- 4.4 Paraprofessionals shall only be assigned to classroom coverage after the building administrator has attempted to cover the classroom by use of a substitute teacher.

In the event that it becomes necessary to assign a paraprofessional to classroom coverage, the paraprofessional shall receive compensation in the amount of one and one-half (1½) times his/her normal hourly rate of pay in increments of no less than thirty (30) minutes.

It shall be the paraprofessionals responsibility to record the amount of time they are assigned to classroom coverage on their payroll time sheets, in increments of no less than thirty (30) minutes, rounded up to the nearest one-half (1/2) hour.

The parties agree that the method and manner in which paraprofessionals are assigned to classroom coverage may require flexibility within each individual school. Accordingly, the parties agree to meet, when necessary, at the request of either party to determine the appropriate method to assign paraprofessionals to such classroom coverage within the particular school in a fair and equitable manner.

Classroom coverage shall be defined as any time coverage is needed for an "absent" certified teacher. The assignment of a paraprofessional to cover a classroom must be done by the Superintendent, the Special Education Supervisor, or the Building Administrator; provided, however, in the event of an emergency, a paraprofessional may be assigned by the classroom teacher.

In order to receive the remuneration set forth above, the classroom coverage must be for a minimum of fifteen (15) consecutive minutes (rounded up to the nearest half hour). Any period of less than fifteen (15) minutes shall not be subject to the wage rate set forth herein.

- 4.5 Effective July 1, 2007, bargaining unit employees shall be paid on a bi-weekly basis.
- 4.6 All bargaining unit employees shall be paid via direct deposit. Bargaining unit employees shall complete necessary documentation in order for the Board to implement direct deposit.
- 4.7 The Board is considering implementation of an electronic time keeping system. The Board agrees to provide the Union with information on what the new system entails, and to meet with the Union in order for the Union to raise any issues and/or concerns. The Board agrees to work with the Union to resolve any issues and/or concerns prior to implementation.
- 4.8 Paraprofessionals working in grades pre-kindergarten through twelfth grade whose job duties include toileting shall receive a toileting stipend of \$1.25 per hour.
- 4.9 Paraprofessionals working in a learning center or Little Raiders University (“LRU”) shall receive a stipend of three dollars (\$3.00) per hour for hours worked in a learning center or LRU as determined by the Superintendent, provided that the paraprofessional is working with a student or students assigned to a learning center or LRU in such learning center or LRU. The stipend is only paid for actual hours worked in a learning center or LRU and is not paid in connection with any other compensation, including compensation for leave of any kind, including sick, personal, and vacation leave. The stipend does not apply if a paraprofessional is asked or assigned to classroom coverage in which case, the provisions of Section 4.4 shall apply.

The following shall be applicable to the 2020-2021 contract year only: For paraprofessionals hired on or after July 1, 2020, assignments in Academic Learning Centers shall not include the stipend payment set forth in this Section.

**ARTICLE 5**  
**SICK LEAVE**

- 5.1 Employees shall earn sick leave at the rate of one day for each full month worked. Sick leave shall be cumulative to a maximum of ninety (90) days.
- 5.2 In the event that an employee is absent from work for more than three (3) consecutive days for him/herself or a family member, he/she may be required to submit a note from the treating physician.

**ARTICLE 6**  
**PERSONAL LEAVE**

- 6.1 Paraprofessional employees shall be entitled to two (2) days of personal leave, which may be taken with at least 48 hours advance notice, but without any stated reason.

Personal days shall not to be used before or after a holiday.

- 6.2 Family leave shall be provided in accordance with State and Federal law.
- 6.3 Five (5) days bereavement leave with pay shall be granted to an employee for each occurrence of a death of the employee's spouse, parent, child, or step-child. Three (3) days bereavement leave with pay shall be granted to an employee for each occurrence of a death of the employee's sibling, parent in-law, grandparent, or grandchild. One (1) day of bereavement leave with pay shall be granted to an employee to attend the funeral of the employee's aunt, uncle, cousin, or child's parent.
- 6.4 Unpaid leave of absence up to one (1) year may be granted at the sole discretion of the Board under conditions described by the Board, to include:

- A. No step advancement;
- B. No sick leave, personal leave, holidays or insurance benefits;
- C. No accumulation of seniority, but no break in service;
- D. No unemployment compensation;
- E. No employment elsewhere;
- F. Date of return to employment shall be stated at time of leave request;
- G. Failure to return to scheduled date of return shall constitute resignation; and
- H. Upon return from leave, the employee shall be placed in the same or a comparable position

**ARTICLE 7**  
**PROBATION**

- 7.1 Each new employee shall serve a probationary period of sixty (60) workdays. Workdays shall be defined as days that the employee actually worked a full work day. Probationary employees shall be evaluated after forty-five (45) work days. Following such evaluation, the employee will be made aware of any issues/concerns regarding job performance, and provided with specific issues and concerns, as well as recommendations for improvement in writing. (In the event that the Building Principal or his/her designee fails to evaluate the bargaining unit employee, such failure shall not be subject to the grievance and arbitration procedure. Moreover, the content, findings, and determinations set forth in the evaluation shall not be subject to the grievance and arbitration procedure.)

The Superintendent may, at his/her discretion, extend the probationary period for an additional sixty (60) workday period. If the Superintendent or his/her designee does not notify the employee and the Union at the end of the initial sixty (60) workday period of

the extension of the sixty (60) workday period, the probationary period shall end at such time. In the event that an employee's initial probationary period is extended, the employee and the Union will be advised of the reason(s) for the extension.

During the employee's probationary period and, if applicable, extended probationary period, the employee may be dismissed or otherwise disciplined without access to the grievance and arbitration procedure of this Agreement. Upon completion of the probationary period and, if applicable, the extended probationary period, the seniority of the new employee shall commence from the employee's first day of continuous actual employment with the Board (i.e., from his/her first day of work, not his/her date of hire) in a paid, regular assignment in a bargaining unit position covered by this Agreement.

- 7.2 The Board shall provide, by October 15<sup>th</sup> of each year, a complete list of bargaining unit employees' names with the most recent information the Board has regarding the respective employee's address, phone numbers, dates of hire, rates of pay, and insurance status. The local union president shall also be advised, in writing, within two (2) weeks from their hire dates, the names, addresses, phone numbers, dates of hire, rates of pay, and insurance statuses of any new employees.

## **ARTICLE 8**

### **EMPLOYEE BENEFITS**

8.1

- A. Paraprofessional employees shall be entitled to dental insurance benefits for individuals and dependents and shall contribute a portion of their dental insurance premiums by way of payroll withholding as follows:

July 1, 2020	13%
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- B. Paraprofessionals shall be entitled to life insurance in the amount of \$10,000.
- C. Effective July 1, 2017, eligible bargaining unit members shall be entitled to the following insurance benefits, as more fully described in Appendix A hereof.

#### **PPO Plan:**

Office Visit	\$30
Specialist Office Visit	\$35
Hospital	\$500
ER	\$200
Outpatient Surgery	\$250
Urgent Care	\$75

Prescriptions (Public Sector Option 2) \$5/\$30/\$40 (\$2,000 annual maximum)



Out of Network Deductible	\$2,500/\$5,000/\$7,500
Out of Network Coinsurance	70%/30%

Note: Prior authorization on high cost radiology; gastric bypass excluded; state fertility mandated benefits; prescription co-pay applies to all prescriptions.

- D. Paraprofessionals shall contribute a portion of their health insurance premiums by way of payroll withholding as follows:

	<u>Individual</u>	<u>Dependent and Family</u>
July 1, 2020	18%	18%

- 8.2 Employees shall not be eligible for health insurance until they sign the appropriate payroll withholding form. Reinstatement for health insurance benefits shall be subject to state and federal law and any requirements of the insurance carrier.
- 8.3 The Board reserves the right to change the carriers for the insurance listed above, provided that the level of benefits and service is equal to or better than the previous coverage. Prior to making such change, the Board will consult with and explain the change to the Union.

**ARTICLE 9**  
**LAYOFF AND RECALL**

- 9.1 Written notice of layoff effective during a school year shall be given by the Board at least ten (10) work days in advance of the layoff date.

In the event the Board determines prior to the end of a school year that layoffs are required at the end of a school year effective at commencement of the ensuing school year, the Board shall provide notice to the affected employee(s) at least five (5) work days prior to the last day of school.

In the event that the Board determines during the summer recess that additional layoffs are necessary, the affected employee(s) will be provided with a minimum of ten (10) work days' notice (from the effective date of layoff).

For purposes of Article 9, Section 9.1, work days shall be defined as days the Board office is open.

- 9.2 No employee shall be dismissed, demoted, suspended, or otherwise disciplined except for just cause.
- 9.3 A. Except as noted in subsection D. below, in the event that a layoff becomes necessary, the least senior qualified employee shall be laid off first.

B. Except as noted in subsection D. below, when a bargaining unit position is eliminated, the employee holding such position may fill the position of a vacancy created due to the layoff of a less senior employee, provided that the employee is qualified for the position.

C. An employee shall be deemed to be qualified if the employee has previously performed the work, is certified for the work or has a degree for such work.

D. The parties recognize that the needs of certain students may require continuity with the paraprofessionals assigned to those students. Under such circumstances, in the event of a layoff, the Superintendent or his/her designee may continue to employ the employee in that specific position regardless of seniority and subsections A and B shall not apply.

9.4 The name of any employee who is laid off shall be maintained on a recall list for a period of eighteen (18) months. All individuals on the recall list shall be notified of any vacancies by certified mail. Such notification will be sent to the address of record that the Board has for the individual(s). Any vacancy which occurs within the recall period within the category of prior experience shall be offered to the most senior person on the recall list if no active more senior employee applies for the position. An employees' name shall be removed from the recall list for any of the following reasons: (1) failure to respond to the recall offer within five (5) calendar days of the date of receipt of the notification; (2) notification by the USPS to the Board that the letter to the employee has not been claimed; (3) acceptance of employment with the Board; or (4) the expiration of the eighteen (18) month recall period.

A. An employee recalled from layoff shall retain his/her pre-layoff seniority date and shall be placed on the applicable contract year salary schedule under Schedule A.

The recalled employee shall be placed on the same step he/she was on at the time of layoff, provided, however, that if the applicable contract year sets forth a step increase for the step the laid off employee is returned to, he/she shall receive the step increase.

In the event that the recalled employee had any accumulated remaining sick leave at the time of his/her layoff, such sick leave shall be restored.

B. Laid off employees may be offered temporary, part-time or substitute work. No temporary, part-time or substitute assignment shall last longer for a laid off employee than ten (10) consecutive work days.

In the event that the employee does not accept such work, it shall not affect his/her recall rights.

- 9.5 Paraprofessionals whose job duties are substantially changed due to parental directives shall be re-assigned to another bargaining unit position, if available. If no position is available, then the employee shall be laid off in accordance with Article 9, Section 9.3.

**ARTICLE 10**  
**GRIEVANCE PROCEDURE**

10.1 Purpose. To secure at the lowest possible level, equitable solutions to grievances.

10.2 Definitions.

- A. "Grievance" shall mean a claim that there has been a violation, misinterpretation, or misapplication of a specific provision of this Agreement.
- B. "Days" shall mean school work days during the school year, or week days, Monday through Friday (except legal holidays) during the summer months.
- C. "Grievant" shall mean an individual employee or group of employees or the Union who claims that an individual employee or group of employees have been adversely affected by an alleged grievance.

10.3 Time Limits.

- A. The number of days indicated at each step at each level of the grievance procedure shall be considered as maximum. Steps may be merged by mutual consent of both parties. The time limits specified may, however, be extended by written agreement of both parties.
- B. If the grievant does not file a grievance in writing within ten (10) days after he/she knew or should have known of the act or conditions on which the grievance is based, then the grievance shall be considered as waived.
- C. Failure by the grievant at any level to appeal a grievance to the next higher level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.
- D. A written response will be provided to the grievance at levels one through three of the grievance procedure. Failure by the administration to provide a written response within the specified time period for reaching a decision shall be deemed to be a denial of the grievance and shall permit the grievant to advance to the next level of the grievance procedure.
- E. Before using the grievance procedure, the parties may hold an informal meeting in an attempt to resolve a grievance.

F. If a grievance is not resolved upon completion of Level 3 of the grievance procedure, the grievance may be submitted by the Union to final and binding arbitration only if the grievance involved the interpretation or application of a specific section of this Agreement or an alleged violation thereof. Arbitration shall be submitted to the Connecticut State Board of Mediation and Arbitration in accordance with its rules and regulations. The designated arbitrator shall hear and decide only one (1) grievance at a time, unless mutually agreed to the contrary. The arbitrator shall be bound by and must comply with all of the terms of this Agreement and shall have no power to add to, subtract from or in any way modify the provisions of this Agreement. The costs for the services of the arbitrator shall be borne equally by both parties.

G. PROCEDURAL STEPS AND LEVELS WITH TIME LIMITS

<u>Level</u>	<u>Grievance</u>	<u>Time Limit for Submitting/Appealing</u>	<u>Time Limit for Conducting Meeting</u>	<u>Time Limit for Reaching Decision</u>
1. Principal	10 days (See Section 10.3 B.)	10 days from submission	10 days from submission	5 days from meeting
2. Superintendent	5 days after decision at level 1	5 days after decision at level 1	10 days from submission	5 days from meeting
3. Board of Education	5 days after decision at level 2	5 days after decision at level 2	10 days or next regular Board meeting (whichever is later)	10 days from meeting
4. State Board of Mediation & Arbitration	20 days after decision at level 3	20 days after decision at level 3	--	--

10.4 Representation

- A. No reprisals of any kind shall be taken by either party against any participant in the grievance procedure by reason of such participation.
- B. Either party may be represented on all levels of the formal grievance procedure by a person or persons of his/her choosing.
- C. Either party may call upon the professional services of outside consultants at any stage of the grievance procedure.

10.5 Records and Files

- A. Forms for filing grievances shall be available in the school office.
- B. At the option of the grievant, records of the grievance materials and supporting documents may be made accessible to a person or persons of his/her choosing.
- C. All grievances and decisions rendered shall be in writing.
- D. Both parties shall keep the proceedings as confidential as is appropriate.

**ARTICLE 11**  
**DISCIPLINARY PROCEDURES**

11.1 Disciplinary action shall normally follow this procedure:

- (1) verbal warning – initialed in writing;
- (2) written warning
- (3) suspension without pay
- (4) discharge

The Board may vary the above procedure where an offense is of such a nature as to warrant suspension or discharge.

11.2 All disciplinary action, suspension and discharges shall be for just cause and shall be stated in writing with the reasons given and a copy given to the employee and the Union within five (5) business days following the suspension or discharge. At the discretion of the Superintendent, if he/she deems it appropriate under the circumstances, he/she will meet with the Union representative prior to imposing a suspension or discharge.

**ARTICLE 12**  
**HOLIDAYS**

12.1 The following holidays shall be observed as days off with pay for all eligible bargaining unit employees:

Labor Day	New Year's Day
Columbus Day	Martin Luther King Day
Veteran's Day	President's Day
Thanksgiving Day	Good Friday
Day after Thanksgiving Day	Memorial Day
Christmas Day	

In the event that the academic year commences after Labor Day, at the discretion of the Superintendent, the eligible bargaining unit employee shall receive either the paid Labor Day holiday or a floating holiday. In the event that Christmas Day and/or New Year's

Day fall on a weekend, the Superintendent shall designate the day(s) that will be recognized as the paid holiday.

- 12.2 To qualify for holiday pay, the employee must work the full scheduled work day immediately preceding and following the holiday, unless: (1) the employee is excused from doing so by the Superintendent, his/her designee or the Principal of the school the employee primarily works in; or (2) has a valid, acceptable written medical note from the employee's treating physician that is submitted by the employee to the Superintendent or Building Administrator within seventy-two (72) hours of the employees' return to work. Failure to meet the requirement set forth under (1) or (2) above will result in forfeiture of holiday pay.

**ARTICLE 13**  
**ADDITIONAL BENEFITS**

- 13.1 The Board agrees to indemnify all bargaining unit members in accordance with Connecticut General Statutes Section 10-235.

**ARTICLE 14**  
**MISCELLANEOUS**

- 14.1 Should an employee find himself/herself in what he/she deems an unsafe situation, he/she shall immediately notify the classroom teacher and the building administrator.

Immediate steps will be taken to address the unsafe situation.

An alleged violation of this provision of the collective bargaining agreement shall not be subject to arbitration as set forth in level 4 of the grievance and arbitration procedure set forth in Article 10, Section 10.3 H.

- 14.2 Effective July 1, 2011, the Board will pay for the cost for any bargaining unit member wishing to receive Hepatitis vaccinations.
- 14.3 Employees shall be evaluated on an annual basis by their Building Principals or their designees. Such evaluations shall include classroom observations. The Board agrees that the Building Principal or his/her designee will consider only information gained by Board teachers and staff when conducting these evaluations. In the event that the Building Principal or his/her designee fails to evaluate the employee, it shall not be subject to the grievance and arbitration procedure. Moreover, the content, findings, and determinations set forth in the evaluation shall not be subject to the grievance and arbitration procedure. An employee shall have the right to provide a responsive statement to an evaluation which shall be kept in the employee's personnel file attached to the evaluation.
- 14.4 Employees shall not use personal cell phones, tablets, or other electronic devices during work times unless required by their positions, or in the case of an emergency.

- 14.5 Up to five (5) members of the Union Negotiating Committee shall be granted leave from duty with pay for all meetings held during the regular school day between the Board and the Union for the purposes of negotiating the terms of a successor agreement provided that the Board shall not be required to hold or agree to hold any such meetings during the regular school day.

**ARTICLE 15**  
**NO STRIKE PROVISION**

- 15.1 The Union agrees that it shall not call, authorize, instigate, sanction, or condone any strike, slowdown, mass resignation, work stoppage, or other concerted refusal to perform any assignment on the part of any employee during the period of the Agreement or any extension thereof. Any employee who violates this article of the Agreement shall be subject to immediate dismissal.

**ARTICLE 16**  
**UNION RIGHTS/REPRESENTATION**

- 16.1 The Board shall make available electronic copies of this Agreement within fifteen (15) days after signing by both parties. Any employee who requests a hard copy of this Agreement shall be provided one within three (3) business days from the date of their request. New employees shall be provided with a copy of this Agreement at the time of hire.
- 16.2 All employees shall, as a condition of continued employment, join the Union or pay to the Union a representation fee equal to the usual dues of the Union. Upon receipt of individual written authorization from employees, the Board shall deduct the Union dues and service fees in conjunction with regular salary payments and shall remit same on a monthly basis to the Union.
- 16.3 The Union agrees to indemnify and hold the Board harmless against any or all claims, demands, suits, or other forms of liability including attorneys' fees and the cost of administrative hearings that shall or may arise out of, or by reason of, action taken by the Board for the purpose of complying with the provisions of this article.

**ARTICLE 17**  
**JURY DUTY**

- 17.1 Any employee called for jury duty shall inform the Superintendent within two (2) work days of notification. Any employee who is called shall receive the necessary leave to fulfill this legal obligation. This leave shall not be deducted from sick leave or from personal days. The employee shall receive a rate of pay equal to the difference between the regular salary and the jury fee.

**ARTICLE 18**  
**SAVINGS CLAUSE**

- 18.1 In the event that any federal or state legislation, governmental regulations or court decisions cause invalidations of any article or section of this Agreement, all other articles and sections not so invalidated shall remain in full force and effect.

**ARTICLE 19**  
**VACANCIES**

- 19.1 A. Initially filling vacant or new bargaining unit positions:

Vacant or new bargaining unit positions may be initially filled by use of temporary transfers. A temporary transfer shall be defined as up to forty-five (45) school days. At the conclusion of the forty-five (45) school day period, the employee shall be returned to his/her prior position, provided that the forty-five (45) school day period may be extended by agreement of the Superintendent and the Union.

B. Posting and filling vacant or new bargaining unit positions during and after temporary transfers:

1. During the school year, vacant positions and new bargaining unit positions will be posted online and on all applicable school bulletin boards for five (5) work days. The posting will also be sent by certified mail to all individuals on the recall list. The position will be awarded to the qualified employee with the highest seniority, subject to a forty-five (45) day probationary period. The Board agrees to notify any applicants as to who was awarded the position. The Board agrees to provide the successful applicant a seven (7) working day notice prior to moving the employee to the awarded position. If applicable, the employee acting as a temporary transfer will be returned to his/her prior position. If no active bargaining unit members apply to fill the new bargaining unit position or vacancy, the position may then be offered to employees on the recall list in descending order of seniority. If the employees on the recall list do not accept the assignment, the position may be posted to the general public.

2. During the summer school recess, copies of all new positions and vacancies shall be posted internally online and emailed to the Union President. If no current active bargaining unit employee or individual on the recall list applies for the position within two (2) weeks of the date of the email, the position may then be posted to the general public. If a position becomes vacant due to a current active bargaining unit employee having elected to fill a new position or vacancy for which notice was emailed to the Union President in accord with the procedure set forth above, notice of that newly vacant position shall be emailed to the Union President. If no current active bargaining unit employee or individual on the recall list applies for that newly vacant position within one (1) week of the date of the email, the position may then be posted to the general public.



3. If either no qualified active employee, qualified individual on the recall list, or qualified outside applicant applies for the job and the temporary transfer and/or extended temporary transfer period has expired, the Superintendent will post a notice for five (5) work days requesting a volunteer to fill the position.

If no employee volunteers to transfer to the position, the Superintendent may at his/her discretion, transfer the least senior qualified bargaining unit employee to fill the position. Prior to making such involuntary transfer, the Superintendent or his/her designee will meet with the employee and advise him/her of the transfer.

If in the opinion of the Superintendent the assignment requires advanced training, the employee shall be provided with training while filling the position.

When a student moves from school to school within the Derby Public Schools, the paraprofessional assigned to the student may continue to be assigned to the child and under such circumstances, no posting of the position is required.

In the event the Board is unsure about whether or not to create a permanent position, a Substitute/Temporary "fill in" may be used for a forty-five (45) calendar day period. After forty-five (45) calendar days, the Board agrees to post, and fill the position in accordance with Article 19, Section 3 above. In the event that an employee is hired to cover the extended absence of a bargaining unit member, this language shall not apply.

## **ARTICLE 20** **RETIREMENT**

- 20.1 Employees that were members of the bargaining unit prior to July 1, 2017 shall be participants in the City of Derby Pension Plan. The Board shall make such contributions as are required by the Plan on a regular basis. A copy of that plan shall be made available to all employees and posted online.
- 20.2 Bargaining unit members new to the bargaining unit as of July 1, 2017 or hired by the Board on or after July 1, 2017 shall not be eligible to participate in the City of Derby Pension Plan. Bargaining unit members either new to the bargaining unit as of July 1, 2017 or hired by the Board on or after July 1, 2017 shall be eligible to participate in a 403(b) plan coordinated by the City of Derby. The Board shall contribute two percent (2%) of the member's total W-2 wages annually, such annual contribution to be made in the form of monthly contributions on a pro-rata basis. A member may, on a voluntary basis, contribute up to the maximum amount allowed by applicable law (with no additional contribution by the Board beyond the two percent (2%) maximum annual contribution).

**ARTICLE 21**  
**NON-DISCRIMINATION**

21.1 The Board agrees that there shall be no discrimination, coercion, or intimidation of any kind against any employee for any reason whatsoever, including, but not limited to; marital status, age, sex, race, creed, color, religious belief, national origin, ancestry, gender identity or expression, union activity, present or past history of mental disability, intellectual disability, learning disability, or physical disability, including, but not limited to, blindness. An alleged violation of this provision shall not be subject to the grievance and arbitration procedure.

**ARTICLE 22**  
**DURATION**

22.1 Except as otherwise stated herein, the provisions of this Agreement shall be in full force and effect from July 1, 2020 through June 30, 2021. There shall be no retroactivity in any change from the predecessor contract, except for wages, unless specifically noted herein.

Additionally, in the event that the total cost of a group health plan or plans offered under this Agreement triggers an excise tax under Internal Revenue Code Section 4980I, or any other local, state, or federal statute or regulation, the parties agree to reopen this Agreement for the limited purposes of negotiating a substitute health insurance plan and premium share contributions.

IN WITNESS WHEREOF, the Parties hereto have set forth their hands.

Date 9/17/20

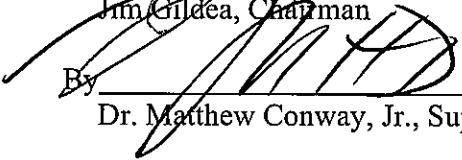
Date \_\_\_\_\_

Date 9/15/20

Date 9/15/20

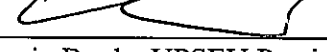
**DERBY BOARD OF EDUCATION**

By   
Jim Gildea, Chairman

By   
Dr. Matthew Conway, Jr., Superintendent

**UPSEU LOCAL 424 – UNIT 124**

By   
Samantha Mahan, President

By   
Kevin Boyle, UPSEU President

**SCHEDULE A**

**Paraprofessionals Hourly Wages**

<b><u>Step</u></b>	<b><u>7/1/2020</u></b>
1	\$14.86
2	\$15.17
3	\$15.71
4	\$16.30
5	\$16.86
6	\$17.41
7	\$17.97
8	\$18.52
9	\$19.03
10	\$19.53
11	\$20.03

There shall be no step advancement for the duration of the Agreement. Wages shall be retroactive to July 1, 2020 for all bargaining unit employees employed by the Board at the time of signing.

**APPENDIX A**

**Health Insurance**