

AGREEMENT BETWEEN THE
DANBURY BOARD OF EDUCATION
AND
DANBURY PARAEDUCATORS
CSEA/SEIU LOCAL 2001

For the Period

July 1, 2016 – June 30, 2019

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AN AFFIRMATIVE ACTION/EQUAL OPPORTUNITY EMPLOYER

ARTICLE I
RECOGNITION

The Board recognizes and certifies the CSEA/SEIU LOCAL 2001 for the purposes of professional negotiation as the exclusive representative of all Paraeducators for the purposes of and with all the rights and privileges as provided by Public Act No. 491 to the General Statutes 7-467.

A. The CSEA/SEIU LOCAL 2001 accepts such recognition and agrees to represent equally all Paraeducators without regard to membership or participation in, or association with the activities of, the CSEA/SEIU LOCAL 2001 or any other employee organization and to continue to admit to membership without qualification other than payment of dues and employment in the Danbury School System.

B. It is the intent and purpose of the parties hereto that their agreements promote and improve the quality of work in the Danbury Public Schools, provide for orderly professional negotiation between the Board and the CSEA/SEIU LOCAL 2001 and secure prompt and fair disposition of grievances so as to promote influences upon the operation of the school program.

C. The Danbury Board of Education (hereafter referred to as the Board), recognizes CSEA/SEIU LOCAL 2001, (hereafter referred to as the Union), as the sole and exclusive bargaining representative for the purpose of collective bargaining on matters of wages, hours of employment, and other conditions of employment for all bargaining unit members engaged in assisting in the instructional program of individuals or groups of students within the public school system of the City of Danbury, where organized in the following Program Areas:

- I. Instructional Paraeducators;
- II. Special Education;
- III. Early Childhood and Extended Learning Programs
 - a. Family Resource Center Programs;
 - b. Extended Learning Programs;
 - c. School Readiness Programs;

Within each Program Area, bargaining unit members shall be assigned to Position Classifications, as defined in Article IV Section 4.1(B).

D. The Board and the Union hereby agree to the addition of part-time bargaining unit members to be represented by the union with the following criteria:

1. The Board agrees that it shall not use the part-time employees for the purpose of undermining the full-time employees. To such end, the Board agrees to maintain the full-time bargaining unit staffing level that was presently in force during the FY 1994-95 at 110.
2. The Board further agrees that it will make every effort to combine part-time jobs to make a full-time job and that the Board may create part-time positions at its discretion but at no time may the Board employ and have on staff a total number of part-time employees equal to 40% (forty) of the base number of full-time employees and in no event will the base be lower than the staff base in 1994-95 school year which is 110. This Article I Section D.2 shall not apply to those bargaining unit members assigned to Position Classifications in the Early Childhood and Extended Learning Program Areas.

ARTICLE II NEGOTIATIONS

2.1 NEGOTIATIONS OVER A SUCCESSOR AGREEMENT

Not later than February 1 of the year of the expiration of this Agreement, and subject to the provisions of Public Act 75-570 of the General Statutes of the State of Connecticut, as may be amended, the Board and the Union agree to initiate negotiations over a successor agreement,

2.2 SCOPE OF AGREEMENT

It is understood by both parties to this Agreement that this Agreement is an expression of policies and procedures which will continue the good relations established between the Board and the Union. This Agreement does not limit or restrict the Board in any way or bind the administration of the schools, or any duly authorized representative of the Board, in the discharge of duties and responsibilities as prescribed by the Board or under governing law, ordinances, rules and regulations of State and Federal agencies. Any benefit enjoyed by the Danbury Paraeducators Association members prior to this agreement which has not been superseded by the provisions of this agreement shall continue in effect.

2.3 REOPENER CLAUSE

This Agreement may be reopened on any provision provided that the Board and the Union agree in writing to such effect.

2.4 NO STRIKE

Pursuant to Connecticut General Statute 7-467 (Municipal Employee Relations Act) all employees included in this Agreement shall not hinder the Board's operation by strike or work stoppage and the Board shall not pursue lockout tactics in any part of its operations.

ARTICLE III GRIEVANCE PROCEDURE

3.1 DEFINITIONS

- A. A "grievance" is defined as a misinterpretation or misapplication of a specific provision(s) of this Agreement.
- B. An "aggrieved person" is the person or persons making the claim.
- C. A "party in interest" is the person or persons making the claim and any person or persons who might be required to take action or against who action might be taken in order to resolve the problem.
- D. The term "days," except where otherwise indicated, means working school days.
- E. In instances where reference is made to the "Superintendent" it shall be understood that such reference can mean his/her designated representative also.

3.2 PURPOSES

- A. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of employees.
- B. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.
- C. Nothing herein contained shall be construed as limiting the right of any employee having a problem to discuss the matter informally with any appropriate member of the Administration or with a Union Chapter Representative.
- D. The Union shall have the right to file an institutional grievance on behalf of its organizational interest or to represent any individual or group of employees.

3.3 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.

3.4 INFORMAL PROCEDURES

A. Optional Informal Solution: Any employee considering himself or herself aggrieved may first discuss the matter informally with his or her immediate supervisor and his/her union representative for the purpose of resolving complaints on an informal basis. Any time spent attempting to resolve matters informally shall automatically extend the time line for filing a written grievance, but in no case shall the extension go beyond 30 days from the date upon which the conduct giving rise to the grievance occurred.

3.5 FORMAL PROCEDURE

A. LEVEL ONE - SCHOOL PRINCIPAL OR IMMEDIATE SUPERVISOR

1. The grievant and his/her union representative shall, within fifteen (15) working days of the occurrence of the event giving rise to the grievance or the conclusion of any informal resolution attempted pursuant to this Agreement, whichever is later, present his/her grievance to the employee's immediate supervisor, the Coordinator of Special Education Services for such employees performing special education services, and the building principal. The building principal, upon consultation with any other supervisor, shall provide a written response to the employee and his/her union representative within ten (10) working days of receipt of the grievance.

2. The building principal, the immediate supervisor, and the Coordinator of Special Education Services where applicable shall meet with the grievant and the union representative and render his/her decision within ten (10) working days of the filing of the written grievance.

B. LEVEL TWO - SUPERINTENDENT OF SCHOOLS

1. In the event the grievance has not been resolved at Level 1, the aggrieved person and his/her union representative shall file the grievance in writing with the Superintendent within ten (10) working days after the Level 1 decision has been or should have been rendered.

2. The Superintendent or his/her designee shall represent the Administration at this level of the grievance procedure. Within fifteen (15) days after receipt of written grievance by the Superintendent or designee, the Superintendent or his/her designee shall meet with the

grievant and the union representative in an effort to resolve it. The Superintendent or his/her designee shall render a decision within ten (10) working days of the meeting.

3. Any other language of this Agreement notwithstanding, any grievance disputing an employee's termination of employment shall be filed directly to Level 2.

C. LEVEL THREE - IMPARTIAL MEDIATION AND ARBITRATION

1. If the grievance is not resolved at Level 2 above, the union may submit the grievance within thirty (30) working days to the Connecticut State Board of Mediation and Arbitration for binding arbitration in accordance with Connecticut General Statutes Section 7-472. The decision of the arbitrator shall be final and binding on all parties.

2. The time limits specified herein may be extended by mutual agreement, in writing, of the employer and the union. Failure by the steward or the union representative to process a grievance within the time limits provided above shall be deemed a waiver of such grievance, and the grievance shall be considered resolved in accordance with the position of the employer. Failure by the employer to meet or respond to the grievance within the time limits provided shall permit the union to process the grievance to the next step within the time limits set forth above.

3. When the grievant is required to testify at the arbitration proceedings during regularly scheduled working hours, the grievant shall not lose regular pay for working time spent testifying or waiting to testify.

4. In the event the union representative shall be of the opinion that any employee's grievance is without merit, the union shall not be required to process the matter any further, subject to applicable law, and he/she shall so inform the employee filing the grievance and the employer.

ARTICLE IV EMPLOYMENT PRACTICES

4.1 CONDITIONS OF EMPLOYMENT

A. Appointment to New Positions

1. All new appointments, except those expressly noted below, shall be subject to a probationary period of three (3) months and shall have no seniority rights or recourse for disciplinary grievance during this period, but shall be subject to all other Provisions of the Agreement.

All new appointments for employees hired into Position Classifications within the Program Area of Early Childhood and Extended Learning Programs shall be subject to a probationary period of sixty-five (65) work days for positions with work days of six (6) hours or

more, or a period of one hundred thirty (130) work days for positions with work days of less than six hours, and shall have no seniority rights or recourse for disciplinary grievance during this period, but shall be subject to the other Provisions of the Agreement.

2. Upon completion of the probationary period the Superintendent or his/her designee shall submit the anniversary date of employment to the Union.

3. At the time of appointment, the member of the unit will be assigned to a Program Area.

B. The Program Areas and Position Classifications are as follows:

PROGRAM AREA	POSITION CLASSIFICATION WITHIN PROGRAM AREA
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Instructional Paraeducator	Language Arts Paraeducator, Math Paraeducator, ESL Paraeducator, Classroom Paraeducator, Assistant Teacher (classroom based)
Special Education	Special Education Tutor, Special Education Paraeducator
Early Childhood and Extended Learning Progs · Family Resource Center · Extended Learning Program · School Readiness	Coordinator, Parent Educator Program Manager, Asst Program Manager, Site Facilitator, ELP Associates over 15 hours/week, Clerical Data Input Coordinator, Head Teacher, Assistant Teacher, Teacher Aide

C. Members of the bargaining unit will not be allowed to "bump" less senior members of the bargaining unit assigned to a different Program Area, even though the Position Classification is entitled the same, except as defined in Section 4.9(C)

4.2 WORK SCHEDULES

A. WORK YEAR

The work year for all bargaining unit members shall be each student day plus up to three (3) additional days as directed by the Superintendent, including but not limited to District Professional Days. Additional days for the purpose of professional development for bargaining unit members ("Professional Development") shall be placed on the same days as scheduled

scheduling the three (3) additional days in one-half day increments or from scheduling the equivalent of three (3) additional days in hourly increments on those days described in paragraph 4.2(C)(3) as Early Release Days in keeping with the District calendar for District-wide Professional Days. Employees will be notified before June 30 of the prior school year of the precise work calendar for the next school year.

The work year for the Early Childhood and Extended Learning Programs shall be as needed for those programs. Employees working in those programs will be notified before August 1 of the work calendar for the upcoming school year.

B. WORK WEEK

The work week shall coincide with the school calendar, except when the requirements of the Early Childhood and Extended Learning Programs are at variance with the school calendar, in which case such work week shall be designated by the Directors of such Program Areas.

C. WORK DAY

1. The work day for all full-time bargaining unit members, except for those members whose assignment is to the Early Childhood and Extended Learning Program Area in particular, is the student day plus time assigned by the Superintendent or his designee, not to exceed 30 minutes additional time to be assigned before or after the student day. The parties agree that the Superintendent shall set the starting and ending times for the student day. The Board and the Union agree that in some cases a particular student's day shall be longer than the regularly scheduled day at each school building.

2. The work day for a part-time Assistant Teacher or Paraeducator shall consist of up to, but not including twenty (20) hours per week, with no provision included for lunch, and shall be scheduled according to the needs of the Board. The work day for a part-time Tutor is less than twenty (20) hours per week, with no provision included for lunch, and shall be scheduled according to the needs of the Board. In the Program Area of Early Childhood and Extended Learning Programs, full-time Paraeducators are those who, on average, work twenty-five (25) or more hours per week; part-time Paraeducators are those who, on average, work less than twenty-five (25) hours per week, with no provision included for lunch. Paraeducators in this Program Area of Early Childhood and Extended Learning Programs shall be scheduled according to the needs of the Board.

3. When students are dismissed early for any reason, all bargaining unit members shall be allowed to leave after the last bus is dismissed from their school, without loss of pay. However, in an Early Release Day, the District may designate the hours remaining in such work days cumulatively as Professional Development, as provided for in paragraph 4.2(A), to be used in a manner in keeping with the "Memorandum of Understanding Regarding Professional Development and Early Release Days," attached hereto as Appendix C, which shall govern whether employees are allowed to leave after the last bus is dismissed. Those bargaining unit members assigned to the Early Childhood and Extended Learning Program Areas in particular

shall be expressly excluded from this provision, and all early dismissal times for such bargaining unit members shall be set by the Early Childhood and Extended Learning Program.

D. EMERGENCY CLOSINGS

1. If a school is forced to open late or close early during the day due to an emergency, bargaining unit members will receive a full day's pay. (Note: a full day's pay will be based on the hours an employee is regularly scheduled to work per day.)

2. In the event that any individual school or school office must be closed due to lack of heat (i.e., not meeting the statutory degree requirement), or there is insufficient water to maintain personal hygiene, or it is judged unsafe for occupancy by any federal, state and local authority, assistant teachers and paraeducators shall be released from work and suffer no loss of pay until such condition is corrected, and shall not have their work year extended without additional compensation.

4.3 PERSONNEL

A personnel folder shall be kept on all bargaining unit members. Within this folder there shall be at least one (1) evaluative statement of their work performance and/or conduct each year.

These evaluations shall be written by the immediate teacher, coordinator, principal and/or appropriate administrator as determined by the Superintendent or his/her designee. All evaluative statements shall be signed by all parties indicating that they have been read.

Bargaining unit members shall be given an opportunity to answer any such evaluative statement placed in their folder and their written statement shall be attached to the evaluative statement in the folder.

4.4 ASSIGNMENT OF BARGAINING UNIT MEMBERS

Assistant Teachers and Paraeducators already in the school system shall receive notification of their assignment for the ensuing school year not later than August 1, and, if possible by the end of the current year. Tutors shall receive notification of their assignment for the ensuing school year not later than August 20th.

4.5 SENIORITY

A. For the purposes of this Agreement, seniority shall be defined as an employee's continuous length of service with the Board from said employee's most recent date of hire, regardless of hours worked. Seniority will be applicable only to the Program Area and Position Classification as defined in the Agreement.

B. The Board shall prepare four (4) seniority lists of all employees covered by this Agreement by Program Area and Position Classification, showing their seniority in length of service with the Board and deliver the same to the Union on or before October 1 of each year.

C. An employee shall acquire seniority commencing on the date of his/her employment by number of months served.

4.6 TERMINATION

A. VOLUNTARY RESIGNATIONS

1. Any bargaining unit member who voluntarily leaves the employ of the Board shall give the Superintendent or his/her designee a two (2) week written notice whenever possible in advance of separation. This notice should include a statement of the reasons for this action.

2. An employee who resigns in good standing shall be entitled to pay, up to and including the last day of work.

B. INVOLUNTARY DISMISSALS/DISCIPLINARY ACTIONS

1. A minimum of two (2) weeks' notice shall be given to members of the unit upon involuntary termination of employment, except when the nature of the offense justifies immediate termination. All disciplinary actions for bargaining unit members will be based on just cause.

2. A copy of any written reprimand will be placed in the employee's personnel files and copies shall be furnished to the employee and the Union.

4.7 TRANSFERS

A. VOLUNTARY TRANSFERS

1. Members of the unit who wish to transfer to a position vacancy within the same Program Area and Position Classification in which he/she is presently employed shall file a written statement of such desire with the Director of Personnel not later than 4:00 p.m. of the last day indicated on vacancy posting(s). Such statement shall include the school(s) and position(s) to which the member wishes to be transferred.

2. If a Paraeducator or Assistant Teacher applies for a voluntary transfer to a position vacancy within the same Program Area and Position Classification as presently employed, and said bargaining unit member's evaluations have been satisfactory or better, the bargaining unit member will be granted the transfer. If two or more Paraeducators or Assistant Teachers request

a transfer to the same position, seniority in their current Program Area and Position Classification in the bargaining unit shall prevail. If the administrator who supervises said position objects to the transfer, the objection must be submitted in writing, with detailed reasons for the objection to the transfer, to the Director of Human Resources. This objection will be reviewed by the Superintendent or his/her designee and the Union for resolution. The Board retains the right to make the final decision. However, said decision may be grievable by the union.

3. If a Tutor applies for a voluntary transfer to a position vacancy within the same Program Area and Position Classification, the Tutor shall be granted the transfer under the following circumstances:

- a. Tutor's evaluations have been satisfactory or better;
- b. Director of Special Education or his/her designee agrees that the transfer will be suitable for the student. The Director or his/her designee shall determine suitability on the basis of the student's disabling condition and the tutor's experience in the Danbury Public Schools; and
- c. Transfer shall not occur until the start of the next school year.

If the administrator who supervises the vacant Tutor position objects to the transfer, the objection must be submitted in writing, with detailed reasons for the objection to the transfer, to the Director of Human Resources. This objection will be reviewed by the Board and the Union for resolution. The Superintendent or his/her designee retains the right to make the final decision. However, said decision may be grievable by the union.

4. No member of the unit may transfer to another position until the completion of ninety (90) working days in one position.

5. If a bargaining unit member applies for a voluntary transfer to a position vacancy in a different Program Area and Position Classification than as presently employed, and there are no applications for transfer from within said Program Area, and the bargaining unit member's evaluations have been satisfactory or better, all such vacancies shall be filled on the basis of required qualifications, satisfactory past performance, proficiency or demonstrated aptitude to become proficient in applicable skills as required by the position, as well as an interview with the prospective supervisor. Past service time in the district shall serve as an important factor which will be considered in determining the qualifications of a candidate. Skill testing shall be permissible insofar as such testing is sufficiently tailored to the functions of the vacant position. Administration of testing shall be standardized by the Human Resources Director in consultation with the Union.

B. INVOLUNTARY TRANSFERS

1. Transfers for the good of the school system, not resulting from a lay-off, may be made for good cause at the discretion of the Superintendent. Transfers can be made only within program area and classification.

2. Whenever it becomes necessary to transfer staff in or from any school, the bargaining unit member with the least seniority within the Program Area and Position Classification affected, school system wide, shall be selected for transfer.

3. A list of open positions in other schools shall be made available to all bargaining unit members who are to be involuntarily transferred and preference shall be given in filling such positions to those persons with the greatest seniority in the Program Area and Position Classification in the Danbury Public School System.

4. Whenever a vacancy shall exist in a school from which a bargaining unit member has been involuntarily transferred, that person shall have the first opportunity to return to that position within the current year of the involuntary transfer or in the subsequent school year.

5. Involuntary transfers shall be made only after meeting between personnel involved and the Director of Personnel at which time the bargaining unit member shall be informed of the reason for the transfer.

4.8 VACANCIES

A. Notice of position vacancies that the Board of Education decides to fill and/or new positions shall be posted on the District's website, which contains electronic, on-line postings for all available positions throughout the District, for five (5) working days, provided that the bargaining unit member shall have access to a networked computer at the facility to which the member is assigned to work. Any bargaining unit member who has been terminated due to a reduction in staff and is eligible for recall shall be notified of such vacancy by the Director of Human Resources.

B. Bargaining unit members who apply for vacancies under this Article shall do so by applying to the electronic, on-line posting contained on the District's website.

C. All present bargaining unit members may apply for a vacancy or any new position outside their Program Area and/or Position Classification during the posted period.

D. Before the Board of Education considers a present bargaining unit member's application for a vacancy or any new position outside the member's Program Area and/or Position Classification, the Board shall implement the transfer provisions of Article 4.7 (A). If the Board does not fill the vacancy or new position through the transfer provisions of Article 4.7 (A), it will implement the provisions of Article 4.8.

E. In deciding to grant a bargaining unit member's application for a vacancy or any new position outside the member's Program Area, consideration shall be given to qualifications, training, education, certification, experience in the Position Classification (even if in another Program Area) and job performance, including but not limited to performance evaluations and

discipline, if any. If two or more bargaining unit members are determined equal for the vacancy or new position, then seniority shall dictate the successful candidate.

F. Notice of the filling of a vacancy and the salary given shall be sent to the Union within five (5) working days after the vacancy is filled.

4.9 LAYOFFS

A. In the event it becomes necessary to reduce the number of bargaining unit members within a given Program Area and Position Classification, personnel shall be laid off in inverse order of seniority within the Program Area and the Position Classification affected.

B. The Danbury School System shall determine the positions and number of positions to be eliminated within each Program Area and Position Classification.

C. Bargaining unit members not subject to lay off whose positions have been eliminated shall be offered the opportunity based on order of seniority to transfer to positions within the Program Area and Position Classification vacated by laid-off personnel.

D. In the event that the Board eliminates an entire Program Area, any employee displaced shall have the opportunity, based on order of seniority, to transfer to a vacant position within the bargaining unit for which he/she is qualified. If there are insufficient vacant positions, the laid off employee (s) shall have the right to bump the least senior employee in the bargaining unit holding a position for which the employee possesses the necessary qualifications to perform the job. If the displaced employee is unable to secure a position through this process, the laid off employee shall have recall rights to any bargaining unit vacancy, providing the employee possesses the necessary qualifications to perform the job, for a period of one (1) complete year from the date of layoff. Any employee displaced as a result of this bumping process shall have the same rights as the laid off employee.

4.10 RECALL

A. Laid off employees shall have recall rights to the Program Area and Position Classification at the time of layoff for a period of one (1) complete year from the date of layoff. Any employee who refuses recall shall lose all further recall rights.

B. When employees are to be recalled, the first recalled shall be those last laid off, provided that such employees are capable of doing the work then available.

C. Any vacancies which may occur in Assistant Teacher and Paraeducator positions covered by this Agreement shall be offered to persons from the respective Program Area and Position Classification who have been involuntarily terminated due to the elimination of the position or layoff. For Tutors, positions may be offered to persons from the respective Program

Area. For Paraeducators in the Program Area of Early Childhood and Extended Learning Programs, positions may be offered to persons from the respective Program Area and Position Classification who have been involuntarily terminated due to the elimination of the position or layoff.

1. Return to work from terminations for Assistant Teachers and Paraeducators must be accomplished within six (6) weeks of the notice of recall or the person will be considered as a voluntary termination. For Tutors and Paraeducators in the Program Area of Early Childhood and Extended Learning Programs, return to work from terminations must be accomplished within three (3) weeks of the notice of recall or the person will be considered as a voluntary termination.

D. Accumulated sick leave benefits will be restored to bargaining unit members upon their reemployment.

E. Seniority defined in this agreement will not diminish during any period of layoff during which a person has recall rights, but no additional seniority shall accrue.

F. Seniority defined in this agreement in the Danbury Public School System for bargaining unit members who have been reemployed will continue from the date of reemployment.

G. Notwithstanding the above, any employee who is laid off shall have recall rights to a comparable position to that in which they were laid off, i.e., full time to full time. For the purposes of this section, a refusal of a part time position by a laid off full time employee shall not constitute a refusal, and said employee shall remain on the top of the reemployment list until a comparable position is available during the recall period.

ARTICLE V COMPENSATION

5.1 WAGES

Wage rates for positions covered by this Agreement are set forth in Appendix A and are attached hereto and made part of this Agreement.

5.2 OVERTIME

Prior approval to work overtime must be obtained from the Director of Human Resources. Overtime pay for all full-time persons who work beyond six (6) hours per day will be paid in the following manner:

- a) Thirty hours to Forty hours - Straight time.
- b) Forty hours and Over - Time and one-half.
- c) All compensatory time shall be taken during the pay period in which it is earned.
- d) The employee shall have the option of compensatory time or additional payment as stated in A & B above, with approval of the Director of Human Resources.

5.3 WAGE PAYMENTS

A. Wage payments to Assistant Teachers and Paraeducators covered by this Agreement shall be paid in one of two ways: (a) twenty-two (22) installments; or (b) twenty six (26) installments, with the last pay of the fiscal year including the final five (5) installments.

B. When employing new members of the staff, the Director of Human Resources shall place the new employee at the minimum rate for the position.

C. For purposes of determining experience, a working year is defined as one in which salary or a combination of salary and accumulated sick benefits were paid for ninety (90) school days or more in the school calendar year.

5.4 TRAVEL ALLOWANCE

Reimbursement for mileage shall be provided to each member of the unit for all miles traveled in the conduct of his/her work, excluding an employee's regular commutation. The rate shall be the same as that rate allowable for income tax deduction by the Internal Revenue Service.

5.5 LONGEVITY

A. A longevity benefit for all employees in the Program Areas of Instructional Paraeducator and Special Education, and for full-time employees only in the Program Area of Early Childhood and Extended Learning Programs, dependent on the continuous length of service in the City of Danbury School System shall be paid in a lump sum on the employee's anniversary date of hire. Said payment shall be prorated accordingly for FTE less than full-time.

B. Years of service will be pro-rated on the following basis of a 182 day school year:

One-on-one Tutors – six and one-half (6 ½) hours per day
 Paraeducators - six (6) hours per day
 Assistant teachers - six and one-half (6½) hours per day

C. Longevity payments are to be added as follows:

1. Employees hired before July 1, 2000:

- a. After 10 complete full years of service, one longevity payment of \$450.
- b. After 15 complete full years of service, one longevity payment of \$900.
- c. After 20 complete full years of service, one longevity payment of \$1,400.

2. Employees hired after July 1, 2000:

- a. After 10 complete full years of service, one longevity payment of \$225.
- b. After 15 complete full years of service, one longevity payment of \$450.
- c. After 20 complete full years of service, one longevity payment of \$700.

D. The continuity of employment will not be considered broken by an approved leave.

5.6 PENSIONS

Paraeducators who meet the necessary criteria may participate in the Pension Plan adopted by the Common Council of the City of Danbury, effective June 1, 1963. A copy is available in the office of the Superintendent of Schools and will be made available for viewing to members of the unit. Years of service for tutors who participate in the Pension Plan shall commence July 1, 2000.

5.7 WAGES FOR SUBSTITUTES

Whenever a Paraeducator who is qualified serves as a substitute teacher, the Paraeducator shall be paid the wage of a substitute teacher. A qualified substitute teacher is a person who satisfies the requirements of Connecticut General Statutes.

Whenever a Paraeducator fills in for an absent Head Start Assistant Teacher, the Paraeducator's wage rate shall be increased according to the higher wage rate schedule for Assistant Teachers. The Paraeducator shall be entitled to receive a wage on the Assistant Teacher wage schedule that is the same fixed percentage above the minimum wage rate for Assistant Teachers as the Paraeducator's wage is above his/her applicable minimum wage rate.

5.8 NO CHILD LEFT BEHIND ASSESSMENT

The Board shall pay for the cost of one (1) paraeducator assessment (parapro exam), passed successfully, retroactive to July 1, 2003, for each bargaining unit member.

ARTICLE VI AUTHORIZED ABSENCES

6.1 SICK LEAVE

a. *Annual sick leave*

1. Full-time and part-time assistant teachers and paraeducators hired on or before June 30, 2000, shall be eligible for personal sick leave of fifteen (15) days annually with full pay. Full-time and part-time assistant teachers, paraeducators and tutors hired after July 1, 2000, shall be eligible for personal sick leave of fourteen (14) days annually with full pay.
2. Full-time paraeducators in the Program Area of Early Childhood and Extended Learning Programs shall be eligible for personal sick leave of fourteen (14) days annually with full pay; part-time paraeducators in the Program Area of Early Childhood and Extended Learning Programs shall be eligible for personal sick leave of six (6) days annually with full pay.
3. Bargaining Unit Members may use up to five (5) such days to attend to illness in the Bargaining Unit Member's immediate household and parents.
4. If a member is out sick for four (4) consecutive days, a doctor's letter must be presented to return to work. No employee may use a sick day prior to or after a holiday without express documentation of an illness from a physician.

b. *Accrued sick leave*

1. Full-time and part-time assistant teachers and paraeducators hired before January 1, 1990 may accrue personal sick leave up to a maximum of 150 days. Assistant teachers, paraeducators and tutors hired after January 1, 1990, except for those who are in positions in the Program Area of Early Childhood and Extended Learning Programs, may accrue personal and sick leave up to a maximum of sixty (60) days or the point at which the long term disability policy becomes applicable, whichever is longer.
2. Full time paraeducators in the Program Area of Early Childhood and Extended Learning Programs may accrue personal sick leave up to a maximum of sixty (60) days. Part-time paraeducators in the Program Area of Early Childhood and Extended

Learning Programs will accrue personal sick leave up to a maximum of thirty (30) days.

c. *Pro-rated calculations*

Annual and cumulative sick leave days for part-time bargaining unit members will be prorated by the member's FTE, except for part-time paraeducators in the Program Area of Early Childhood and Extended Learning Programs who are governed by the specific language above.

All employees will receive their sick day allowance at the beginning of the school year.

6.2 PERSONAL DAYS

A unit member, after three (3) years of service, shall be permitted to take up to three (3) days of leave with salary, annually, for the conduct of the following matters of personal concern that cannot be conducted during non-school hours, such as:

- a) absence required for legal matters (e.g., subpoena, house closing)
- b) graduation of a member of the immediate household
- c) an emergency over which the unit member has no control.

An employee may use one (1) such personal day without stating a reason (a "no tell" day) during each school year.

A unit member with less than three (3) years of service shall be permitted to take one (1) school day of leave with salary, annually, for the conduct of such matters that cannot be conducted during non-school hours. An additional two (2) days of personal leave may be granted to the unit members at the discretion of the Superintendent of Schools or his/her designee. Full-time paraeducators in the Program Area of Early Childhood and Extended Learning Programs shall be permitted to take one (1) day of personal leave; part-time paraeducators are not eligible to receive personal leave. A request for such leave shall be made in writing to the Superintendent or designee.

Application for leave shall be made as far in advance as is practicable and, except for an emergency, shall be made at least forty-eight (48) hours prior to the date of the leave and shall state the reason for such leave.

6.3 BEREAVEMENT LEAVE

A. Absence of a staff member due to the death of a wife, husband, parent, parent-in-law, child, brother, sister, grandchild, step-child, or member of the immediate household, shall be

permitted without loss of pay or deduction from sick leave or personal days. Such absence shall not exceed five (5) days for each such death.

B. One (1) day of absence shall be allowed for the death of an uncle, aunt, nephew, niece, first cousin, grandparent, brother-in-law or sister-in-law. In unusual circumstances, the Superintendent may waive the provisions of this Section. One additional day may be granted where required for travel to the funeral upon evidence of travel.

6.4 LEAVES WITHOUT PAY

A. Leaves of absence without pay may be granted at the discretion of the Board for a limited definite period not to exceed one year for the following reasons:

1. For health reasons, upon advise of physician.
2. For other personal reasons, subject to the review and recommendation of the Superintendent.
3. If the leave granted under this section also constitutes qualifying leave under the Family Medical Leave Act ("FMLA"), then such FMLA leave will run concurrently with the leave granted by the Board to the extent permitted by law.

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. If an extension is required it must be approved by the Board. Requests for leave under A(2) above for a full school year must be made by June 30 of the prior school year.

C. It is expected that, as far as possible, leave will be so arranged as to begin or end at the close of a school year.

6.5 PAID HOLIDAYS

A. For Paraeducators, Tutors and Assistant Teachers:

Employees hired prior to July 1, 2000 shall receive fifteen (15) paid holidays.

Employees hired after June 30, 2000 shall receive thirteen (13) paid holidays – Since Tutors became members of the bargaining unit after June 30, 2000, this definition shall apply.

Full-time paraeducators in the Program Area of Early Childhood and Extended Learning Programs:

Shall receive thirteen (13) holidays. Employees who are receiving fourteen (14) holidays as of July 1, 2008 shall continue to receive them.

If school is held on any of the holidays, the Board will substitute a floating holiday.

B. All bargaining unit members must be present for the work day immediately before and after a holiday in order to receive holiday pay. Exceptions may be made to this Section 6.5.B for persons who are absent for medical reasons and can present a physician's certificate as evidence.

6.6 VACATION

The Paraeducator in the Program Area of Early Childhood and Extended Learning Programs classifications listed below receive the following vacation time, assuming that the employee is working full-time.

- A. Coordinators, Assistant Coordinators, Parent Educators and Head Teachers receive two weeks of paid vacation.
- B. Assistant Teachers receive one week of paid vacation.

ARTICLE VII UNION RIGHTS

7.1 SALARY DEDUCTIONS

A. For the duration of this Agreement or any extension thereof, the Board agrees to deduct from each employee's paycheck, who so authorizes, the amount specified for:

- 1. Dues and fees assessed by CSEA
- 2. Danbury Municipal Federal Credit Union
- 3. Any others which may be added as a result of this Agreement.

B. The Board shall be held free and harmless from any liability in handling Union dues, payroll deductions, or any other deduction authorized under the appropriate receiving agency, and may require a release from the Union.

7.2 VISITATION CLAUSE

The Board shall permit the Chapter President or a designated steward to visit schools to investigate working conditions, complaints or problems or for any other purpose relating to the terms and conditions of this Agreement. Upon arrival, the Representative shall notify the school office of his/her presence. If conferences with teachers are necessary they shall be scheduled so as not to disrupt the teacher's class assignments.

7.3 UNION MEETING ON SCHOOL PROPERTY

The Union may call meetings in each school before or after school or during lunch hour whenever necessary, providing such meetings do not conflict with regular work assignments or other scheduled school activities or programs.

7.4 MEMBERSHIP LIST

Upon acceptance of the negotiated agreement the Union shall receive a complete list of each member, including his/her step and anniversary date.

7.5 UNION SECURITY

During the life of this agreement or any extension thereof, an employee retains the freedom of choice whether or not to become or remain a member of the Union.

7.6 Union dues shall be deducted by the Employer from the paycheck of each employee who signs and remits to the Employer an authorization form. Such deduction shall be discontinued upon written request of an employee thirty (30) days in advance.

7.7 The amount of dues deducted under this Article, together with a list of employees, shall be remitted to CSEA/SEIU LOCAL 2001 within seven work days after the payroll period in which such deduction is made, together with a list of employees and their addresses for whom any such deduction is made.

7.8 The Union shall indemnify the Employer for any liability or damages incurred by the Employer in compliance with this Article.

7.9 UNION CONVENTION LEAVE

In the year of the Union's biennial convention, two (2) representatives from the Union Leadership, as designated by the Union, shall be excused from their work duties without pay to attend such convention.

ARTICLE VIII
INSURANCE BENEFITS

8.1 EMPLOYEE PROTECTION

A. The Board will protect and save harmless bargaining unit employees from any financial loss and expense, including legal fees and costs, arising out of any claim, demand, suit or judgment as provided by the General Statutes of the State of Connecticut, Section 10-235 (as amended from time to time).

B. If a bargaining unit employee is assaulted while acting in the discharge of his or her employment or under the direction of the Board or its designee in accordance with Connecticut General Statutes Section 10-236a, the employee shall not forfeit any sick leave or personal leave for any absence arising out of or from such assault.

C. Whenever a bargaining unit member absent from work as a result of personal injury compensable under the Connecticut Workers' Compensation laws, and caused by an accident arising out of and in the course of his/her employment, he/she may elect to charge all or part of such absence, during period of temporary disability due to the accident, to the sick leave days to his/her credit. If he/she elects payment, he/she will receive the pay to which he/she is entitled, less any Workers' Compensation award made for the temporary disability. In the absence of such election, his/her sick leave credits shall not be reduced by any compensation payments. Acceptance of sick leave payments shall constitute an election to charge the absence for such period to the sick leave days to her credit.

8.2 INSURANCE AND HEALTH BENEFITS

A. All assistant teachers, paraeducators and tutors covered by this Agreement, who work twenty (20) or more hours per week, and full-time paraeducators working in the Program Area of Early Childhood and Extended Learning Programs who work twenty-five (25) hours per week, shall be eligible to receive health insurance coverage for themselves as individuals or for themselves and their families in accordance with programs as specified below. Those paraeducators working less than the requisite number of hours to qualify for health insurance benefits shall be able to join the group insurance plan with full payment of premium paid by the employee.

The Board shall provide and pay for life insurance as found in section 8.2(C) and other insurance related benefits found under sections 8.2(D)(G) and (I) for assistant teachers and paraeducators.

Benefits provided under this Article shall be effective during the period of this contract for all members of the unit.

B. The Board shall provide health insurance benefits for the individual members of the unit or, where applicable, the family, including dependents to age twenty-six (26), through a High Deductible Health Plan, as further described in Appendix B – Insurance Benefits, attached to this Agreement.

C. Life Insurance

1. For the duration of this Agreement, Individual Term Life Insurance shall be provided by the Board to be equal to one and one-half (1 1/2) time the member of the unit's total annual salary.
2. For those enrolled in Individual Term Life Insurance described in Section C(1) above, Dependent Term Life Insurance shall be provided in amounts as follows:
 - (a) Spouse - \$2,000
 - (b) Children - \$1,000 (six (6) months to age twenty-one (21); \$100 (fourteen (14) days to six (6) months).
3. Survivor's Insurance shall be provided, with the designated beneficiary of a deceased member of the unit receiving \$200 per month for two (2) years plus \$100 per month for eight (8) years. Further details are outlined in the Master Policy, which can be obtained through the Benefits Coordinator.

D. Long Term Disability Insurance shall be provided in amounts as follows:

- (a) Sixty percent (60%) of salary, not to exceed \$2,000 per month, for members of the unit who suffer a long term disability as determined by the insurance carrier. This insurance will become effective after ninety (90) calendar days of disability or when accrued sick leave in excess of ninety (90) calendar days is exhausted.
- (b) Further details are outlined in the Master Policy, which can be obtained through the Benefits Coordinator.

E. CIGNA Dental Plan, or a plan substantially equal to or better in coverage, benefits, and function, shall be provided to members of the unit under the terms contained in this Article and relevant Appendices.

For the individual member of the unit or, where applicable, the family, including dependents to age nineteen (19), dependent students to age twenty-five (25) coverage shall be provided as follows:

Preventive	100% of charges incurred
Routine	80% of charges incurred

Major	60% of charges incurred
Maximum coverage	\$1,500
Orthodontics	50%
Orthodontics Maximum	\$1,000 lifetime
Individual Deductible	\$150
Family Deductible	\$300

F. Premium Cost Sharing:

The Board shall pay the cost of premiums for medical and dental coverage set forth in this article for eligible bargaining unit members who elect such benefits, reduced by the following employee contributions to pay for such costs for medical and dental benefits through payroll deduction:

2016-17	11%
2017-18	12%
2018-19	13%

G. The Board shall provide the following health benefits:

- (1) Annual flu shots
- (2) Tine Test
- (3) Hypertension Test

H. There shall be a 90 day waiting period for all benefits to begin for newly hired employees.

I. Retiree Health Insurance Benefits

1. All members of the unit retiring from employment as such with the Board shall be allowed to purchase health insurance only, through the program provided by the Board at group rates until age seventy (70).
2. Should the retiree have a spouse who has not attained the age of seventy (70) the retiree may elect to keep the spouse in the program until age seventy (70).
3. Retirees may continue Major Medical coverage beyond the age of seventy (70) provided such coverage is available within the master insurance policy carried by the Board.
4. The cost of all such coverage shall be at the retiree's expense. Retiree's electing coverage under this section shall not be entitled to any of those

payments from the Board into a Health Care Savings Account and/or Health Reimbursement Account that are described in Appendix B.

- J. The Board may change the carrier for the insurance plans above, provided that the new plan is substantially equal to or better in coverage, benefits and function to members of the bargaining unit. The Union shall be consulted regarding any proposed insurance carrier change. Any dispute regarding "substantially equal" shall be resolved through the grievance procedure at the Arbitration Level, prior to implementation of any such change. In any event no change in carrier for the specific type of coverage will be made more frequently than once in any two (2) year period.

ARTICLE IX
DURATION

Except where previously noted in the Agreement, all of the provisions of this Agreement, except where noted, shall be in effect from July 1, 2016 and shall continue in force through June 30, 2019 for all members of the bargaining unit.



For the UNION,
CSEA/SEIU LOCAL 2001
Frank Pizarro
2/19/19

Date



For DANBURY BOARD OF EDUCATION
Patrick Johnston, Chair
2/6/19

Date



For CHAPTER PRESIDENT
DANBURY PARAEDUCATORS
Michelle D. Cole
2/19/19

Date

Appendix A -- Wages

2015-16 (for reference only)

Step	Rate
1	12.83
2	13.05
3	13.25
4	13.46
5	13.68
6	13.91
7	14.08
8	14.29
9	14.49
10	14.75
11	15.01
12	15.27
13	15.58
14	15.94
15	16.31

2016-17

Wages for Program Areas I (except Assistant Teachers), II, & III (new ELP Associates hired after 7/1/13 only), as those positions are described in Article IV, Section 4.1(B):

Step	Rate
1	12.93
2	13.15
3	13.35
4	13.56
5	13.78
6	14.01
7	14.19
8	14.40
9	14.60
10	14.86
11	15.12
12	15.38
13	15.70
14	16.06
15	16.64

Employees whose positions are included in the above step grid who are not at the maximum step shall advance one step above their 2015-16 step placement.

All employees holding positions that are not included in the above step grid, including Program Area I (Assistant Teachers only) and Program Area III (Early Childhood and Extended Learning Programs, except those ELP Associates hired after July 1, 2013), as those positions are described in Article IV, Section 4.1(B), shall receive a general wage increase of 2%.

All new hires shall be hired at the minimum rate.

Appendix A – Wages (cont'd)

2017-18

Wages for Program Areas I (except Assistant Teachers), II, & III (new ELP Associates hired after 7/1/13 only), as those positions are described in Article IV, Section 4.1(B):

Step	Rate
1	13.03
2	13.25
3	13.45
4	13.66
5	13.88
6	14.12
7	14.30
8	14.51
9	14.71
10	14.97
11	15.23
12	15.50
13	15.82
14	16.18
15	16.97

Employees whose positions are included in the above step grid who are not at the maximum step shall advance one step above their 2016-17 step placement.

All employees holding positions that are not included in the above step grid, including Program Area I (Assistant Teachers only) and Program Area III (Early Childhood and Extended Learning Programs, except those ELP Associates hired after July 1, 2013), as those positions are described in Article IV, Section 4.1(B), shall receive a general wage increase of 2%.

All new hires shall be hired at the minimum rate.

The step grid above reflects the elimination of Step 1 from the step grid that was in effect during 2016-2017.

Appendix A – Wages (cont'd)

2018-19

Wages for Program Areas I (except Assistant Teachers), II, & III (new ELP Associates hired after 7/1/13 only), as those positions are described in Article IV, Section 4.1(B):

Step	Rate
1	13.13
2	13.35
3	13.55
4	13.76
5	13.98
6	14.23
7	14.41
8	14.62
9	14.82
10	15.08
11	15.34
12	15.62
13	15.94
14	16.30
15	17.31

Employees whose positions are included in the above step grid who are not at the maximum step shall advance one step above their 2017-18 placement, effective July 1, 2018.

All employees holding positions that are not included in the above step grid, including Program Area I (Assistant Teachers only) and Program Area III (Early Childhood and Extended Learning Programs, except those ELP Associates hired after July 1, 2013), as those positions are described in Article IV, Section 4.1(B), shall receive a general wage increase of 2%, effective July 1, 2018.

All new hires shall be hired at the minimum rate.

Appendix A – Wages (cont'd)

STARTING WAGES

The starting wage for those Bargaining Unit positions not included in the above step grids shall remain as follows:

Program Area III – Early Childhood and Extended Learning Program

Family Resource Center

Coordinators:	\$19.00/hour
Parent Educator:	\$18.00/hour
Youth Development Coordinator:	\$16.00/hour

Extended Learning Program

Coordinator:	\$22.00/hour
Assistant Coordinator:	\$19.00/hour
Site Facilitators:	\$25.00/hour

School Readiness

Head Teacher	\$16.50/hour
Asst Teacher	\$13.00/hour
Teacher Aide	\$8.25/hour
Parent Educator	\$18.00/hour

Appendix A – Wages (cont'd)

Unit members who provide hygiene related services to students shall receive a stipend of \$500.00 annually. Hygiene services include toileting, personal feeding and diapering.

Unit members shall receive a stipend of \$2.00 for each hour that they provide Braille services to students.

Paraeducators and Tutors who are assigned DTI, autistic, ABA duties shall receive a stipend of \$250. Such assignments shall be made twice per year (with a maximum annual stipend of \$500).

Appendix B – Insurance Benefits

The Board shall provide insurance benefits to those who are eligible for such benefits under the terms and conditions set forth in this Collective Bargaining Agreement, as follows:

High Deductible Health Plan with Health Care Savings Account or Health Reimbursement Account

Effective September 1, 2016, the terms of such plan shall include:

Annual Deductible

Single Coverage	\$2,000
Family Coverage	\$4,000

Co-insurance Coverage at the rate of 90% Employer/10% Employee for amounts above the annual deductible in the amounts of:

Single Coverage	\$250
Family Coverage	\$500

Health Care Savings Account (HSA)

Effective September 1, 2016 through August 31, 2018, the employer shall make a deposit to the HSA as follows:

Single Coverage	\$1,500 Employer Contribution
Family Coverage	\$3,000 Employer Contribution

Effective September 1, 2018-August 31, 2019, the employer shall implement a Health Reimbursement Account (HRA) for each eligible employee who elects benefits, and the employer shall no longer make deposits to an HSA for enrolled participants. Effective September 1, 2018 through August 31, 2019, the employer will fund the HRA as follows:

Single Coverage	\$1,200 Employer Contribution
Family Coverage	\$2,400 Employer Contribution

Maximum Out of Pocket Loss to Employee

Single Coverage	\$750
Family Coverage	\$1,500

Appendix C

MEMORANDUM OF UNDERSTANDING REGARDING PROFESSIONAL DEVELOPMENT AND EARLY RELEASE DAYS

The Danbury Board of Education (“the Board”), acting through its Director of Human Resources, Kimberly Mango Thompson, and CSEA/SEIU Local 2001, CTW (“the Union”), acting through its Representative, Charlie Fabian, agree to the following:

1. The parties recognize that District sponsored professional development activities for all bargaining unit members (“Professional Development”) constitute an important component to all members’ professional and career development. For this reason, the current Collective Bargaining Agreement between the parties expressly establishes that the work year for bargaining unit members shall be each student day plus up to three (3) additional days specifically for Professional Development activities.
2. The parties further acknowledge that, through its school calendar, the Danbury Public Schools now implements “Early Release Days”, upon which all students are dismissed one hour prior to the regularly scheduled release time, while certified and noncertified staff remain in order to participate in important professional development activities.
3. Through contract negotiations for the Collective Bargaining Agreement for 2016-19, the parties have agreed to new language that addresses the parties’ interest in continuing to provide meaningful Professional Development opportunities to all bargaining unit members. See Collective Bargaining Agreement at Article IV (Employment Practices) Sections 4.2(A)(Work Year), 4.2(C)(Work Day). The parties agree that Early Release Day time can be designated for meaningful Professional Development activities for some bargaining unit members.
4. For this reason, the parties now agree that the District will establish annually a Professional Development Schedule for bargaining unit members, to be made publicly available no later than the Pre-Day of each academic year. This annual schedule may include any of the following programming:
 - a. The designation of full or half Professional Days in keeping with those days already designated by the District Calendar for professional development for certified staff; or
 - b. The assignment of independent professional activities, that may include on-line learning, to be completed by a date certain as designated by the Director of Human Resources or his/her designee; or
 - c. Some combination of such Professional Development time.

5. The parties further agree to the following parameters:
- a. The annual designation of Professional Development time shall not exceed three (3) work days, whether such time is in full-day, half-day, or hourly increments;
 - b. Bargaining unit members shall be assigned such Professional Development time in a manner related to their professional duties and responsibilities. Because of the wide variety of professional duties and responsibilities across this bargaining unit, it is expressly contemplated that different Professional Development activities may be assigned to different Program Areas and Position Classifications;
 - c. To the extent that independent Professional Development work is assigned for completion at a rate and time to be selected independently by the bargaining unit member, the Director of Human Resources or his/her designee shall evaluate twice annually whether such work has been timely and adequately completed. Such evaluation shall occur at the end of each semester, in early January and in June. In the event that such Professional Development work has not been timely and adequately completed at either of those two evaluation periods, the parties further agree that the Director of Human Resources may determine that the bargaining unit member shall not be compensated for such Professional Development time, with one (1) day of wages to be docked for each semester so designated.
 - d. The parties further agree that the meaningful input of representatives of this bargaining unit will be helpful when scheduling Professional Development activities. For this reason, the Union shall form a Professional Development Committee, which shall be charged with identifying appropriate Professional Development opportunities for all of its members, and this Committee shall present such suggested opportunities to the Human Resources Director two times each year for review and consideration.

For the CSEA/SEIU Local 2001, CTW

For the Board of Education



Frank Pizzaro
Its Representative



Kimberly Mango Thompson
Director of Human Resources