

AGREEMENT

between

THE DERBY BOARD OF EDUCATION

and

THE DERBY EDUCATIONAL
ADMINISTRATIVE ASSISTANTS ASSOCIATION

AFSCME COUNCIL #4
AFL-CIO LOCAL 1303-294

July 1, 2019 – June 30, 2023

TABLE OF CONTENTS

	PAGE
ARTICLE I	RECOGNITION 1
ARTICLE II	MANAGEMENT RIGHTS 1
ARTICLE III	WAGES 1
ARTICLE IV	INSURANCE 1-4
ARTICLE V	WORKING CONDITIONS..... 4
ARTICLE VI	HOURS OF WORK..... 5-6
ARTICLE VII	FIRST AID 6
ARTICLE VIII	PAID HOLIDAYS..... 7
ARTICLE IX	VACATION 7-8
ARTICLE X	LONGEVITY 8
ARTICLE XI	SICK LEAVE 9
ARTICLE XII	PERSONAL LEAVE..... 9-10
ARTICLE XIII	JURY DUTY 10
ARTICLE XIV	MATERNITY LEAVE..... 10-11
ARTICLE XV	REDUCTION IN FORCE (RIF) 11
ARTICLE XVI	SENIORITY 12
ARTICLE XVII	GRIEVANCE PROCEDURE..... 12
ARTICLE XVIII	SAVINGS CLAUSE..... 13
ARTICLE XIX	UNION SECURITY 13
ARTICLE XX	PRESERVATION OF RIGHTS 13
ARTICLE XXI	NO STRIKE CLAUSE 13
ARTICLE XXII	MISCELLANEOUS 13-14
ARTICLE XXIII	DURATION 14
APPENDIX A	WAGE SCHEDULES 15-16
APPENDIX B	HEALTH INSURANCE 17

ARTICLE I
RECOGNITION

- 1.1 This Agreement is made by and between the Derby Board of Education and Local 1303-294 for Council #4, AFSCME, AFL-CIO. The Board recognizes and certifies the Union as the exclusive bargaining representative for all non-confidential administrative assistants and clerical personnel regularly scheduled to work twenty (20) hours or more, excluding seasonal (as defined in MERA) and substitute employees, such personnel working less than twenty (20) hours per week, and the confidential positions of Administrative Assistant to the Superintendent and Executive Assistant to the Superintendent. Seasonal, substitute, and part-time workers will not be employed to effect full-time staffing levels and will not be used in the future as examples of shared work for the purpose of contracting out administrative assistant or clerical work to a subcontractor.

ARTICLE II
MANAGEMENT RIGHTS

- 2.1 It is recognized that the Board has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the Derby Public Schools in all aspects, including but not limited to the following: to determine the type of work to be performed by bargaining unit members; to assign all work to unit members; to decide the methods, procedures and means of conducting the work; to select, hire and demote unit members; to promote, transfer and lay off unit members; to decide the need for facilities; to establish or continue policies, practices, and procedures for the conduct of business and the management of operations, and from time to time to change or abolish such policies, practices or procedures, unless expressly limited by a specific section of this Agreement.

ARTICLE III
WAGES

- 3.1 **Wages.** The wages of all persons covered by this Agreement are set forth in Appendix A which is attached hereto and made a part of this Agreement.
- 3.2 **Retirement.** Retirement benefits shall be governed in accordance with the rules and regulations of the City of Derby Retirement system.
- 3.3 **Bi-weekly pay.** Bargaining unit employees shall be paid on a bi-weekly basis.
- 3.4 **Direct deposit.** Bargaining unit employees shall be paid by direct deposit.

ARTICLE IV
INSURANCE

- 4.1 The Board shall provide individual, two-person or family coverage under the Plan set forth below.
- Effective July 1, 2012, the Board will provide a High Deductible Health Plan (HDHP) to full-time employees that elect to participate. The program shall be offered on a contract year basis (July 1st to June 30th) with open enrollment to be available in June.

The HDHP shall have a \$2,000 single and \$4,000 two-person/family deductible for in network services. Prescription drugs are covered as part of the program and are subject to the deductible. Once the deductible is met there shall be no coinsurance in network for covered services, except for prescriptions. Upon satisfaction of the HDHP deductible, prescriptions subject to a managed three tier drug rider with co-pays of \$10 Generic/ \$25 Brand Name/ \$40 Non Formulary Brand Name co-pay (unlimited maximum) (2x retail co-payment for 90-day supply).

Out of network services will be subject to an 80% plan / 20% member coinsurance to a combined in-and-out-of-network coinsurance maximum of \$2,000 for the individual and \$4,000 for the family, for a combined in-and-out-of-network out-of-pocket maximum of \$4,000 for the individual and \$8,000 for the family.

Effective July 1, 2019, the Board will fund seventy percent (70%) of the deductible for the 2019-2020 contract year.

Effective July 1, 2020, the Board will fund seventy percent (70%) of the deductible for the 2020-2021 contract year.

Effective July 1, 2021, the Board will fund seventy percent (70%) of the deductible for the 2021-2022 contract year.

Effective July 1, 2022, the Board will fund fifty percent (50%) of the deductible per contract year.

Enrollees in the HDHP shall have a Health Savings Account (HSA) to defray deductible expenses. Beginning July 1, 2020, the Board's contribution toward the deductible shall be paid in biannual payments, with fifty percent (50%) to be deposited in the HSA bank account of the employee on or before July 15 each contract year, and the remaining fifty percent (50%) to be deposited with the employee's first paycheck after January 1st in a contract year. The employee's contribution toward the deductible shall either be, at the employee's option, via payroll deduction or contributed directly by the employee in his/her HSA bank account.

An HSA is not health insurance, it is a bank account. The parties acknowledge that the Board's contribution toward funding the deductible is not an element of the underlying plan, but rather relates to the manner in which the deductible shall be funded for active employees.

The HDHP described above shall be the core insurance plan. For any eligible employee wishing to enroll in a PPO plan, the Board will contribute toward the cost of that plan, an amount equal to the following: the dollar amount contributed by the Board toward the premium of the HDHP for the employee's coverage level (single, two-person or family coverage). Any employee enrolled in the PPO plan shall pay the full difference between the dollar amount contributed by the Board and the full cost of the PPO plan.

<u>PPO plan features:</u>	<u>Co-pays:</u>
Office Visit:	\$30
Specialist Office Visit:	\$35
Hospital:	\$500
Outpatient Surgery:	\$250
ER:	\$200
Urgent Care:	\$75
Prescription:	Public Sector Option 2 \$5/\$30/\$40 (\$2,000 annual maximum)
Out of network deductible:	\$2,500/\$5,000/\$7,500
Co-insurance maximum:	70% / 30%

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

4.2 The Board will contribute its share of the health insurance premium for the HDHP and:

Effective July 1, 2019 through June 30, 2020 eligible bargaining unit employees shall be responsible for payment of seventeen percent (17%) of that portion of their health, vision, and dental insurance premium attributable to individuals, two-person, and dependent coverage for the HDHP.

Effective July 1, 2020 through June 30, 2021 eligible bargaining unit employees shall be responsible for payment of eighteen percent (18%) of that portion of their health, vision, and dental insurance premium attributable to individuals, two-person, and dependent coverage for the HDHP.

Effective July 1, 2021 through June 30, 2022 eligible bargaining unit employees shall be responsible for payment of nineteen percent (19%) of that portion of their health, vision, and dental insurance premium attributable to individuals, two-person, and dependent coverage for the HDHP.

Effective July 1, 2022 through June 30, 2023 eligible bargaining unit employees shall be responsible for payment of twenty percent (20%) of that portion of their health, vision, and dental insurance premium attributable to individuals, two-person, and dependent coverage for the HDHP.

Subject to law, and independent of the requirement that employees pay a premium share contribution, the Board shall establish a Section 125 Plan to deduct from the employee's wages such premium contribution.

4.3 **Life Insurance Policy.** The Board shall provide life insurance coverage of \$15,000 for administrative assistant employees who are scheduled to work twelve (12) months and \$12,000 for administrative assistant employees who are scheduled to work ten (10) months.

4.4 All employees who are required to contribute a portion of their insurance premiums shall, as a condition of enrollment in the foregoing program of insurance, sign and deliver appropriate payroll withholding authorization forms to the Board, authorizing the withholding of the employee's share of insurance premiums from wages and/or stipends. Failure to deliver timely withholding authorization forms shall result in exclusion from the insurance program. Upon receipt of a properly executed payroll withholding authorization form, the Board shall request reinstatement of insurance as soon as practicable, subject to any re-enrollment requirements of the insurance carrier.

4.5 The Board shall have the right to change current carriers only if service, administration and benefits remain equal or are better on an overall plan benefit basis. Prior to any changes in carriers, the Board shall consult with the Union. If the Union agrees that the change will provide substantially equivalent or better service, administration and benefits, on an overall plan benefit basis, such change will be implemented. In the event the teachers' bargaining unit effects a change in medical or health insurance benefits during the term of this Agreement, the parties agree, notwithstanding this section or Section 20.1, to open Section 3.1 for negotiations under the

Municipal Employee Relations Act, provided the premium contribution under Section 3.2 shall not be subject to change.

- 4.6 **Workers' Compensation.** When an administrative assistant is absent from work as a result of a personal injury caused by an accident subject to workers' compensation arising out of and in the course of her/his employment by the Board of Education, she/he shall be paid her/his full wages for the period of such absence (reduced by the amount of any workers' compensation benefits) by use of accrued benefits, if available, until either such benefits are exhausted or to a maximum of one (1) calendar year, whichever occurs first. The Board shall have the right to have the employee examined by a physician designated by the Board of Education for the purpose of establishing the length of time which the administrative assistant is temporarily disabled from performing her/his duties. In the event that there is no adjudication of the appropriate worker's compensation proceeding for the period of temporary disability, the opinion of said physician as to said period shall control. The administrative assistant will be issued her/his regular weekly wages and will return the worker's compensation check to the Superintendent of Schools.
- 4.7 Employees hired after July 1, 2006 shall not be eligible for an insurance waiver stipend.

ARTICLE V
WORKING CONDITIONS

- 5.1 **Probation.** All new employees shall be subject to a probationary period of ninety (90) working days. Such probationary employees shall have all benefits of this Agreement except the grievance procedure, subject to applicable waiting periods for insurance. Working days shall be defined as days that the employee actually attended work.
- 5.2 **Transfers.** All vacancies for bargaining unit positions shall be posted in each school office at least ten (10) days in advance of any public notice. All administrative assistants currently under the employ of the Board of Education shall be given an opportunity to make application for such vacancies.
- 5.3 Administrative assistants currently employed by the Board of Education, who can demonstrate and document the necessary qualifications for the posted vacancy, shall be granted an interview.
- Subject to priority consideration of the best interests of the schools, if in the opinion of the Superintendent of Schools the qualifications, past performance and experience of bargaining unit applicants are substantially equal, preference will be given to the candidate with the greatest seniority.
- 5.4 In the event that either no bargaining unit member applies for the posted position or no bargaining unit member is offered the posted position, the Superintendent shall fill the position with an outside applicant.

ARTICLE VI
HOURS OF WORK

- 6.1 During the school year, all full-time administrative assistant employees who are scheduled to work twelve (12) months will report for eight (8) hours per day, of which seven (7) hours are work hours and one (1) hour is unpaid lunch time, for forty (40) weeks during the school year (thirty-five (35) hours paid).
- 6.2 During the school summer recess, all administrative assistant employees who are scheduled to work twelve (12) months will report for six and one-half (6½) hours per day, of which six (6) hours are work hours and one-half (½) hour is unpaid lunch time (thirty (30) hours paid). The shortened work day will also apply to winter school vacations as designated by the school calendar.
- 6.3 All full-time administrative assistant employees who are scheduled to work less than twelve (12) months will report for seven and one-half (7½) hours per day with a one-half (½) hour unpaid lunch period at a time determined by the Superintendent or his/her designee.
- 6.4 At the Superintendent's or designee's discretion, the work year for the school guidance administrative assistant who is scheduled to work ten (10) months shall be equal to the student school year, plus an additional thirteen (13) days.

The work year for administrative assistant employees who are scheduled to work ten (10) months at the elementary schools or in the special education office shall be equal to the student school year, plus an additional twenty (20) days.

The additional days beyond the student school year set forth herein shall be scheduled consecutively either prior to the commencement of the student school year or after the conclusion of the student school year (and may be split between both prior to and after the student school year). The Administrator, or his/her designee, of the building where the administrative assistant is assigned, in consultation with the affected employee, shall determine the consecutive days when such additional days shall be scheduled.

In the event that the Administrator (or his/her designee) and the affected employee cannot agree on when the additional days beyond the student school year will be scheduled, five (5) days will be scheduled consecutively after the conclusion of the student school year and the remaining days will be scheduled consecutively prior to the commencement of the student school year.

The work day during the period prior to the commencement of the student school year and after the conclusion of the student school year shall be in accordance with Section 5.3 herein.

- 6.5 The work year, hours, and schedules for bargaining unit employees regularly scheduled to work less than thirty-five (35) hours per week shall be established by the Superintendent or his/her designee.
- 6.6 Regular work day hours and schedules for all bargaining unit employees shall be established by the Superintendent or his/her designee prior to the end of the preceding school year, and once established, these hours will not be changed without either the consent of the employee involved

(which consent shall not be unreasonably withheld) or in the event of a significant change in circumstances.

- 6.7 When school is cancelled due to inclement weather, all administrative assistant employees who are scheduled to work twelve (12) months are to report to work when road conditions permit safe travel, or unless otherwise notified.
- 6.8 During inclement weather, when school is dismissed early, school administrative assistants shall remain one-half (½) hour after the dismissal of students. Effective July 1, 2020, during inclement weather, when the start of school is delayed, school administrative assistants shall report to work one-half (½) hour earlier than students. When a work day is shortened due to inclement weather (i.e., unscheduled delayed school opening or unscheduled early school closing), administrative assistants who report to work will receive their regular day's pay.
- 6.9 The middle school administrative assistant and high school guidance administrative assistant who are scheduled to work twelve (12) months shall not be required to work during the Christmas break, February break or April break (provided that there is a school break). Such non-working time shall be unpaid, except as set forth below.

By mutual agreement of the Superintendent and the employee, if the middle school administrative assistant who is scheduled to work twelve (12) months or the high school guidance administrative assistant who is scheduled to work twelve (12) months agrees to work during any of the aforementioned breaks, she/he will be paid her/his regular remuneration rate.

In the event that the middle school administrative assistant who is scheduled to work twelve (12) months or the high school guidance administrative assistant who is scheduled to work twelve (12) months has available vacation days, as set forth under Article VIII, Section 8.1, she/he may use such available vacation time to receive paid vacation for non-work days during any of the aforementioned breaks. The use of all other available vacation days shall be in accordance with Article VIII, Sections 8.2 and 8.3.

ARTICLE VII **FIRST AID**

- 7.1 The following applies to all administrative assistants who work within the confines of a school where children are present.
 1. The care of an ill or injured child shall be limited to the notification of competent medical assistance if the situation so warrants.
 2. An administrative assistant shall not be required to make a decision as to the seriousness of the illness or injury of a student.
 3. An administrative assistant shall be required to inform the Principal or immediate supervisor and school nurse of an ill or injured student.

ARTICLE VIII
PAID HOLIDAYS

8.1 The following holidays shall be observed as days off with pay for all administrative assistant employees who are scheduled to work twelve (12) months:

Independence Day	Christmas Day
Labor Day	New Year's Day
Columbus Day	Martin Luther King Day
Veteran's Day	President's Day
Thanksgiving Day	Good Friday
Friday after Thanksgiving	Memorial Day
Christmas Eve	Floater Day – as agreed upon between Superintendent and employee

In the event that school is in session on any of the above-listed holidays, if the employee is required to work by the Board or its designee, the employee shall receive his/her straight time hourly rate for work performed on such day and an alternate day off with pay as determined by agreement between the Superintendent and the employee.

8.2 In order to qualify for holiday pay, an employee must work the last full day scheduled before the holiday and the first full day scheduled following such holiday, unless the employee is excused from doing so by the Superintendent, his/her designee or the Business Manager.

8.3 The following holidays shall be observed as days off with pay for all administrative assistant employees who are scheduled to work ten (10) months:

Labor Day	New Year's Day
Columbus Day	Martin Luther King Day
Veteran's Day	President's Day
Thanksgiving Day	Good Friday
Friday after Thanksgiving	Memorial Day
Christmas Eve	Floater Day – as agreed upon between Superintendent and employee
Christmas Day	

In the event that school is in session on any of the above-listed holidays, if the employee is required to work by the Board or its designee, the employee shall receive his/her straight time hourly rate for work performed on such day and an alternate day off with pay as determined by agreement between the Superintendent and the employee.

ARTICLE IX
VACATION

9.1 All administrative assistant employees who are scheduled to work twelve (12) months shall be granted the following vacation time with pay, based upon years of service within the bargaining unit as of July 1:

Completion of 1 year	5 days
2-5 years	10 days

6 years	11 days
7 years	13 days
8 years	14 days
9 years	15 days
10 years	17 days
11 years	18 days
12 years	19 days
13 years and over	20 days

- 9.2 All vacation times must be cleared with the Superintendent or his/her designee.
- 9.3 No vacation time may be taken without at least a month's pre-arrangement with the approval of the Superintendent or his/her designee. Mutually agreeable arrangements are allowable, provided, however, that no vacation time may be taken during either any part of the first or last five (5) days of school.
- 9.4 Administrative assistant employees who are scheduled to work twelve (12) months who have completed less than one (1) year of service prior to July will be entitled to vacation with pay of one-half (½) working day for each full month of service up to a maximum of five (5) working days.
- 9.5 When an administrative assistant employee who is scheduled to work twelve (12) months resigns, is granted a leave of absence, retires, or upon death, her/his annual vacation shall be prorated, based on the term of this Agreement, and paid to the individual or her/his estate.

ARTICLE X
LONGEVITY

- 10.1 Upon completion of the following years of service, employees hired prior to July 1, 2006 shall receive a longevity payment as follows:

5 years	1.5%	to a maximum of \$500.00
10 years	2.0%	to a maximum of \$600.00
15 years	2.5%	to a maximum of \$860.00
20 years	3.0%	to a maximum of \$960.00

- 10.2 Upon completion of the following years of service, employees hired on or after July 1, 2006 shall receive a longevity payment as follows:

5 years	\$250.00
10 years	\$300.00
15 years	\$350.00
20 years	\$400.00

- 10.3 Eligible employees must complete the number of years of eligibility on or before July 1 of each fiscal year. Longevity payments are prorated over the employee's work year and paid in the first pay period in December. Only those years of service in a DESA collective bargaining positions shall be credited through longevity.

ARTICLE XI
SICK LEAVE

- 11.1 Administrative assistant employees who are scheduled to work twelve (12) months shall be granted fifteen (15) days sick leave per fiscal year cumulative to one hundred thirty-two (132) days. Upon attaining the maximum one hundred thirty-two (132) days, the employee shall be entitled to, on an annual basis, fifteen (15) days sick leave, but at no time may the cumulative total exceed the one hundred thirty-two (132) day maximum. Administrative assistant employees who are scheduled to work ten (10) months shall be granted twelve (12) days sick leave per fiscal year cumulative to ninety (90) days.
- 11.2 Failure to provide appropriate notification to the building supervisor shall result in forfeiture of pay for the claimed period.
- 11.3 For absence for which sick leave is claimed, the Superintendent of Schools may require evidence at any time in the form of a note from the physician treating the employee for the illness/injury. Such note shall state the nature of the illness or injury and the expected duration.
- 11.4 On the death or retirement as defined by the City of Derby's Retirement plan, the member is entitled to one-third (1/3) of the total unused sick leave paid to the individual's estate or as a direct payment.

ARTICLE XII
PERSONAL LEAVE

- 12.1 Administrative assistant employees who are scheduled to work twelve (12) months shall be entitled to five (5) working days and administrative assistant employees who are scheduled to work ten (10) months shall be entitled to four (4) working days per fiscal year for the following:
 - 12.1.1 Attendance in court, or legal demands beyond the administrative assistant's control;
 - 12.1.2 For an administrative assistant's own wedding, including the day before the wedding, non-transferable;
 - 12.1.3 For the marriage of children, parents, siblings, and siblings of spouse;
 - 12.1.4 For additional bereavement leave if such leave under Article 11, Section 11.2 has been exhausted;
 - 12.1.5 For attendance at the funeral of someone other than a member of the immediate family, limit one (1) day per occurrence, provided that the Superintendent or his/her designee may request a written submission from the employee as to the relationship of the employee to the deceased. A request for funeral leave under this subsection may be denied and not subject to the grievance procedure set forth under Article XVI;
 - 12.1.6 For attendance at the college graduation of self, son, daughter, or spouse when such falls on a work day;

12.1.7 For religious holidays – this is limited to personal participation, limit to two (2) days per year;

12.1.8 Two (2) of his/her days for matters that cannot be conducted at any other time;

12.1.9 Administrative assistant employees shall be entitled to use one (1) of his/her personal days without reason.

Personal days shall not to be used before or after a holiday or as a means of taking a vacation regardless of reasons or circumstances.

12.2 **Bereavement.** Five (5) days of bereavement leave with pay shall be granted to a unit member for each occurrence of a death in the immediate family. Such leave time shall include the memorial service and/or funeral. If additional time is needed beyond the five (5) days for a single occurrence, either of two options can apply. The administrative assistant may take the time without pay or have it charged to his/her personal leave time.

Notwithstanding the above, the administrative assistant must return to work forty-eight (48) hours after the funeral or memorial service.

Immediate family is defined for the purpose of this clause to include: spouse, mother, father, son, daughter, sister, brother, mother-in-law, father-in-law, grandparents, grandchildren.

12.3 Deductions for any days above the limits shall be at the rate of pay for one (1) day, based on the employee's scheduled work hours.

12.4 Administrative assistants may be granted two (2) professional days per fiscal year upon the approval of the Superintendent of Schools.

12.5 Administrative assistants shall participate in one (1) in-service workshop per year, as designated by the Superintendent of Schools.

ARTICLE XIII **JURY DUTY**

13.1 Any administrative assistant who is called in involuntary jury duty will immediately notify the Superintendent of Schools of said demand.

ARTICLE XIV **MATERNITY LEAVE**

14.1 An administrative assistant who becomes sick or disabled due to pregnancy or childbirth shall, upon her request, be placed on sick leave for child-bearing purposes. Any administrative assistant who becomes pregnant shall so notify the Superintendent of Schools at least five (5) months prior to the expected date of commencement of said sick leave. When there is reason to believe that she may have become unable to perform her duties she shall provide a doctor's certificate indicating her continued fitness for work. Leave shall begin when a physician's certificate indicates she no longer is physically able to work and said leave shall expire when she is physically able to return to work. The Board may require certification of her disability from a physician. Except in cases

of medical difficulties, sick leave is not normally expected to continue for more than six (6) weeks after delivery. Upon her return, the administrative assistant shall be assigned to her former position, subject to any intervening reduction in force. In the event that the administrative assistant taking maternity leave is subject to a reduction in force, she shall be placed on the recall list set forth in Article XIV for a period not to exceed two (2) years.

- 14.2 Leave under Section 13.1 shall be with pay, to the extent available through sick leave accumulation, and with all other benefits customarily provided during sick or disability leave.
- 14.3 Any administrative assistant who becomes pregnant shall adhere to the notification and reporting procedures as stipulated in Section 10.3 for as long as she remains actively employed, whether or not she intends to return to work after her child is born.

ARTICLE XV
REDUCTION IN FORCE (RIF)

- 15.1 Reduction in force shall be at the sole discretion of the Board of Education or the Board of Education's designee. In the event that a layoff becomes necessary, the least senior employee in a job classification (as noted in Appendix A) shall be laid off first.

Probationary employees and bargaining unit members regularly scheduled to work less than thirty-five (35) hours per week will be laid off prior to laying off any full-time employees.

When it is necessary to eliminate a position, any employee so displaced shall have the opportunity to exercise bumping rights, if applicable. Bumping shall take place as follows:

- First: bump the least senior person within the same classification;
- Second: bump the least senior person in a lower job classification (provided the displaced employee has greater seniority than the least senior person in such lower classification).

With the approval of the Board, an employee may voluntarily elect to be laid off in lieu of a less senior employee.

Employees who are laid off shall be placed on a recall list for a period of one (1) year. A laid off employee on the recall list shall be recalled in inverse order of his/her layoff to available position(s) within his/her job classification.

No new employee shall be hired by the Board for a vacant position until all laid off employees on the recall list within the applicable job classification have first been offered the opportunity of recall within his/her prior job classification.

A laid off employee on the recall list shall be notified by certified mail, return receipt requested, and shall respond to such notice within five (5) business days after receipt of such notification. Failure to respond within the five (5) day period or rejection of the offer shall be cause for removal from the recall list and loss of all seniority rights.

ARTICLE XVI
SENIORITY

- 16.1 Seniority shall be determined by reference to the employee's first workday in a bargaining unit position. Seniority shall be broken by transfer to a non-bargaining unit position, discharge, retirement, or resignation. An unpaid leave of absence shall not break seniority, but time taken during such leave shall not be credited to the accumulation of seniority except as required by the Family and Medical Leave Act.

ARTICLE XVII
GRIEVANCE PROCEDURE

- 17.1 A "grievance" shall mean a complaint by any employee or employees that there has been a violation of a specific provision of this Agreement. Any member of this unit may request representation at any step of the grievance procedure.
- 17.2 A written valid grievance must be submitted to the immediate supervisor within five (5) working days of the incident, or within five (5) working days of when the employee knew or should have known of the incident.
- 17.2.1 **STEP ONE.** An informal discussion with the immediate supervisor to attempt to solve the problem. A decision must be rendered within five (5) working days of such discussion.
- 17.2.2 **STEP TWO.** If the matter has not been resolved satisfactorily at Step One, the matter shall be presented to the Superintendent of Schools within five (5) working days following the decision at Step One. The Superintendent of Schools shall render a decision in writing within five (5) days following receipt of the written grievance.
- 17.2.3 **STEP THREE.** If the matter has not been resolved satisfactorily at Step Two, the matter shall, within five (5) days, be presented to the Grievance Committee of the Board of Education which shall discuss the matter at its next regularly scheduled meeting. The Grievance Committee shall render its decision within five (5) days following such regularly scheduled meeting.
- 17.2.4 **STEP FOUR.** If the matter has not been resolved satisfactorily at Step Three, the Union may submit the matter to the Connecticut State Board of Mediation and Arbitration for mediation within fifteen (15) days of the receipt of the Board of Education's decision at Step Three. If there is no settlement in mediation, the Union may submit the matter to the Connecticut State Board of Mediation and Arbitration for arbitration within fifteen (15) days of the date of mediation. The authority of the arbitrator(s) shall be limited to the terms and provisions of this Agreement and the question(s) submitted. The arbitrator(s) shall be bound by this Agreement and shall not have the power to add to, delete from, or modify in any way the provisions of this Agreement. The decision of the arbitrator(s) shall be final and binding on the parties in accordance with the law.
- 17.3 When it is necessary to attend a grievance meeting or hearing during the school day, upon notice to and approval by the Superintendent of Schools, the grievant and his or her Union representative shall be released without loss of pay to participate in the foregoing activities.

ARTICLE XVIII
SAVINGS CLAUSE

- 18.1 It is agreed that if any section, clause or phrase of this Agreement is found illegal, such finding will have no effect on any of the remaining portions or provisions of the Agreement.

ARTICLE XIX
UNION SECURITY

- 19.1 The Board of Education shall deduct Union dues from the wages of any employee who has expressly authorized such deduction in writing on an appropriate form, a signed copy of which must be filed with the Board of Education and the Union. Such authorized deduction shall be made from the first payroll check of each month, commencing with September, in such amount as determined by the Union. Should an employee revoke such authorization, the Board of Education shall not be obligated to continue to make any such deductions.
- 19.2 The Union shall hold the Board harmless against any and all claims, demands, liabilities, lawsuits, attorney's fees or other costs which may arise out of, or by reason of, actions taken against the Board as a result of the enforcement or administration of this Article.

ARTICLE XX
PRESERVATION OF RIGHTS

- 20.1 The provisions of this Agreement shall be binding upon both the Board and the Union for the duration of this Agreement, and no negotiations shall be required during the term hereof unless agreed to by both parties. However, nothing shall prevent the parties from informally discussing matters of mutual concern.

ARTICLE XXI
NO STRIKE CLAUSE

- 21.1 The Union agrees that it will not call, authorize, instigate, sanction or condone any strike, slow-down or work stoppage against the Board of Education during the period covered by this Agreement.

ARTICLE XXII
MISCELLANEOUS

- 22.1 If any illness or injury results in a disability, the Board shall have the right to retire or discharge the employee whenever the undisputed medical prognosis indicates that the employee will not be able to perform the essential functions of the position that the employee held prior to the injury or illness. The parties agree that, if possible, in accordance with the recommendation of the employee's treating physician and/or a physician selected by the Board, the employee will be provided with the opportunity to return to his/her position with reasonable accommodation(s) in order to provide the employee with an opportunity to perform the essential functions of such position.

If any illness or injury results in a disability that has prevented the employee from performing the essential functions of the position (with or without a reasonable accommodation) for a period of twelve (12) months or longer, the Board shall have the right to retire or discharge the employee.

ARTICLE XXIII
DURATION

23.1 The Agreement shall be effective as of July 1, 2019 and shall remain in effect for four (4) years through and including June 30, 2023. This Agreement shall be automatically renewed for each successive school year unless either party notifies the other in writing no more than 180 days and no less than 150 days from the expiration date that it desires to negotiate any changes in the Agreement.

In the event that the total cost of a group health plan or plans offered under this contract triggers an excise tax under Internal Revenue Code Section 49801, 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.

WITNESS WHEREOF, the parties hereto have caused their names to be signed on the dates set forth below.

DERBY BOARD OF EDUCATION

By _____ Date _____
Jim Gildea, Chairman

By _____ Date _____
Dr. Matthew J. Conway, Jr., Superintendent

DERBY EDUCATIONAL ADMINISTRATIVE ASSISTANTS ASSOCIATION

By Holly Orazzetti Date 5/29/20
Holly Orazzetti, President

By Sean Hendricks Date 5/31/2020
Sean Hendricks, Staff Attorney Representative

**APPENDIX A
WAGE SCHEDULES**

Effective July 1, 2019 – June 30, 2020 (retroactive to July 1, 2019)

(2.0% increase for step 5 and exception; step movement for remaining steps)

<u>Classifications</u>			
	A	B	C
<u>Step</u>	Central Office High School <u>Administrative Assistants</u>	Elementary, Middle School Special Education/Guidance <u>Administrative Assistants</u>	Clerk <u>Administrative Assistants</u>
1	25.13	22.81	18.62
2	25.61	23.13	19.16
3	26.10	23.44	19.67
4	26.58	23.79	20.16
5	27.60	24.60	21.13
(exception)*		27.60	

Effective July 1, 2019, all bargaining unit members not at the maximum step or exception, shall advance one step on the wage schedule.

Effective July 1, 2020 – June 30, 2021

(2.0% increase for step 5 and exception; 0.20% increase and step movement for remaining steps)

<u>Classifications</u>			
	A	B	C
<u>Step</u>	Central Office High School <u>Administrative Assistants</u>	Elementary, Middle School Special Education/Guidance <u>Administrative Assistants</u>	Clerk <u>Administrative Assistants</u>
1	25.18	22.86	18.66
2	25.66	23.18	19.20
3	26.15	23.49	19.71
4	26.63	23.84	20.20
5	28.15	25.09	21.55
(exception)*		28.15	

Effective July 1, 2020, all bargaining unit members not at the maximum step or exception, shall advance one step on the wage schedule.

Effective July 1, 2021 – June 30, 2022

(2.0% increase for step 5 and exception; 0.15% increase and step movement for remaining steps)

	<u>Classifications</u>		
	A	B	C
<u>Step</u>	Central Office High School <u>Administrative Assistants</u>	Elementary, Middle School Special Education/Guidance <u>Administrative Assistants</u>	Clerk <u>Administrative Assistants</u>
1	25.22	22.89	18.69
2	25.70	23.21	19.23
3	26.19	23.53	19.74
4	26.67	23.88	20.23
5	28.71	25.59	21.98
(exception)*		28.71	

Effective July 1, 2021, all bargaining unit members not at the maximum step or exception, shall advance one step on the wage schedule.

Effective July 1, 2022 – June 30, 2023

(2.0% general wage increase, no step movement)

	<u>Classifications</u>		
	A	B	C
<u>Step</u>	Central Office High School <u>Administrative Assistants</u>	Elementary, Middle School Special Education/Guidance <u>Administrative Assistants</u>	Clerk <u>Administrative Assistants</u>
1	25.72	23.35	19.06
2	26.21	23.67	19.61
3	26.71	24.00	20.13
4	27.20	24.36	20.63
5	29.28	26.10	22.42
(exception)*		29.28	

Effective July 1, 2022, there shall be no step advancement on the wage schedule.

*Exception is eliminated upon the retirement of Marylou Minolaio.

APPENDIX B
HEALTH INSURANCE
(Plan Attachment)