

# Collective Bargaining Agreement

*By and Between*



**Marlborough Board of Education**

*and the*



**UNITED PUBLIC SERVICE EMPLOYEES UNION  
Marlborough BOE Paraeducators  
Local 424 - Unit 102**

**July 1, 2021 – June 30, 2024**

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**PREAMBLE**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021 between the Marlborough Board of Education hereinafter referred to as the "Employer" and/or "Board" and the United Public Service Employees Union, Local 424 – Unit 102, Marlborough BOE Paraeducators, hereinafter referred to as the "Union."

**ARTICLE 1**  
**RECOGNITION**

- 1.0 The Board hereby recognizes the Union as the sole and exclusive representative for collective bargaining with respect to wages, hours, and other conditions of employment for all employees in the bargaining unit consisting of Paraeducators.

**ARTICLE 2**  
**DEFINITIONS**

- 2.0 Board: The Marlborough Board of Education

Union: United Public Service Employees Union, Local 424 – Unit 102, Marlborough BOE Paraeducators.

Superintendent: The Superintendent of Schools of the Marlborough School District or his/her designee.

- 2.1 Employee Classifications:

A full-time employee is one who works at least ten (10) months of the year at least thirty-two and one-half (32.5) hours per week.

A part-time employee is one who works at least ten (10) months per year at least eighteen (18) hours per week, but less than thirty-two and one-half 32.5 hours per week.

**ARTICLE 3**  
**MANAGEMENT RIGHTS**

- 3.0 Except where such rights, powers, and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Board of Education has and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it; and it shall have the sole and absolute right, responsibility and prerogative of management of the affairs of the Board and direction of the working force including, but not limited to, the following:

- a. To establish or continue policies, practices and procedures for the conduct of school business and, from time to time, to change or abolish such policies, practices or procedures;
- b. To limit, curtail or discontinue processes or operations, or to discontinue their performance by employees;
- c. To select and to determine the number and types of employees required to perform the operations of the Board of Education and the public schools;
- d. To employ assign, transfer, promote or demote employees, or to layoff, terminate, furlough or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interest of the students and the public;
- e. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the schools, provided such rules and regulations are made known in a reasonable manner to the employees affected by them;
- f. To insure the incidental duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees;
- g. To create and revise job descriptions as deemed necessary;
- h. To implement time clocks or other methods of monitoring "time worked";
- i. To determine if, when and how vacancies will be filled;
- j. To revise work schedules and work shifts to more efficiently or economically provide services to students, staff and the public;
- k. To establish contracts or subcontracts for school operations, provided that, in the sole judgment of the Board, such services can be performed more economically, expeditiously, or efficiently outside the bargaining unit

3.1 The above rights, responsibilities, and prerogatives are inherent in the Board and are not subject to delegation in whole or in part unless hereinafter specifically provided. Such rights may not be subject to review or determination in any grievance or arbitration proceeding, but the manner of exercise of such rights may be subject to the grievance procedure described in this Agreement.

**ARTICLE 4**  
**UNION SECURITY AND CHECK OFF**

4.0 When an employee is hired after the effective date of this Agreement, the Board will notify the Union President. Upon receipt of individual written authorization from each employee, the Marlborough Board of Education agrees to deduct an amount equal to Union membership dues by means of payroll deductions. The amount of the deduction for each paycheck shall be equal to the total Union membership dues divided by the number of paychecks from and including the first paycheck in



September through the last paycheck in June. The amount of Union membership dues shall be certified by the Union to the Board of Education prior to the opening of school each year or when there is a change in membership fees.

The monthly remittance of dues or service fees shall be remitted to UPSEU, 3555 Veterans Highway, Suite H, Ronkonkoma, NY 11779 accompanied by a list of names of employees from whose wages dues deductions have been made.

- 4.1 The Union agrees to save the Board of Education and its agents harmless from any claims, demands, suits, or judgments, including attorney's fees, which may arise because of the implementation of this Article.

#### **ARTICLE 5** **VISITATION**

- 5.0 The Union may schedule meetings in the school before or after school whenever necessary providing such meetings do not conflict with regular work assignments or other scheduled school activities or programs.

#### **ARTICLE 6** **DISCIPLINE**

- 6.0 Any disciplinary action shall be applied for just cause. Employees may request the attendance of a Union representative at any disciplinary conference.

All written warnings, suspension and discharges must be given in writing, with reasons stated, and a copy given to the employee and the Union at the time of the suspension or discharge. When a verbal warning is given, the administration will document that a verbal warning was given and notify the employee.

Depending on the offense, disciplinary action may include, but not be limited to, verbal and/or written warning, suspension without pay and discharge. Progressive discipline shall be applied when appropriate. Disciplinary action normally shall follow in this order:

- a. verbal warning
- b. written warning
- c. suspension without pay
- d. discharge.

Cases of serious offense, arrest or indictment for a crime may result in immediate suspension without pay subject to a subsequent hearing. All disciplinary action may be appealed through the established grievance procedure.

- 6.1 Each employee shall have the right to see and review his or her personnel file upon request by appointment. Employees may request that the Board correct, amend or delete incorrect or inaccurate material. Failing mutual agreement, the employee shall have the right to respond and it shall be made part of the file. Each employee will be given copies of any evaluation reports placed in the employee's personnel file.

**ARTICLE 7**  
**HOURS OF WORK**

- 7.0 The normal work week shall consist of thirty-two and one half (32.5) hours, five days, Monday through Friday. The workday will be six and one half hours scheduled between the hours of 7:00 a.m. and 4:00 p.m. for the student school year plus one additional day. When possible, any non-temporary/long-term changes to the workday for all bargaining unit members may be implemented after 30 calendar days advance notice to the affected employee.

On two scheduled early dismissal days, employees shall be provided professional development by the Board and shall be paid for attendance at such professional development.

In addition, if the administration directs a paraeducator to attend approved training outside of work hours, the Board shall pay for the training and pay the employee to attend the Board requested and approved training.

- 7.1 A. In unusual situations, the principal may require an employee to work additional hours beyond forty (40) hours in any workweek. The overtime rate shall be one and one-half (1 ½) times the regular hourly rate beyond forty (40) hours in any work week
- B. Compensation for overtime work shall be payable for the pay period in which the overtime was incurred and paid on the same day as regular earnings for that period.
- C. All overtime work shall have prior approval by the principal who shall distribute the overtime among the employees in such manner. as to effectively meet school needs.
- 7.2 There shall be a one-half (1/2) hour unpaid lunch break. Such lunch break shall not count as hours for calculation of full or part-time employment status.
- 7.3 Employees shall receive a full day's pay whenever the Board orders a late start, early dismissal or cancels the school day for any reason.
- 7.4 If the Board requires an employee to attend court pursuant to a subpoena, outside of the employee's normal working hours, the employee shall be paid for such time.

**ARTICLE 8**  
**PROBATIONARY PERIOD**

8.0 New employees shall not attain seniority under this agreement until he/she has been continuously employed by the Board for a period of ninety (90) workdays, which shall be considered the probationary period. Until expiration of such period, the employee may be terminated for any reason and neither the employee nor the Union, on behalf of the employee, shall have recourse to the grievance or arbitration provisions of this Agreement regarding such termination. Upon successful completion of the probationary period, an employee shall acquire seniority retroactively to his/her first day of employment

**ARTICLE 9**  
**SENIORITY**

9.0 Definition

- A. Seniority shall be defined as the length of continuous services with the Board.
- B. In the event of a layoff and subsequent recall the employee's seniority will be adjusted in accordance with his/her recall date.

9.1 The Board shall prepare a list of employees represented by the Union, showing their seniority in time of service with the Board, the position of each employee and their rate of pay, and deliver the same to the Union no later than September 15th of each year. The Board shall also provide the Union with a copy of the above within ninety (90) days of the anniversary date of all future contracts.

9.2 A seniority list shall be established for the purposes of layoff.

9.3 An employee shall lose his/her seniority rights under any of the following circumstances:

- a. Termination of employment for just cause;
- b. Resignation;
- c. Retirement;
- d. Laid off in excess of two (2) years;
- e. Failure to respond to a notice of an opening within ten (10) working days after receipt of such mailed notice;
- f. Failure to report to work within thirty (30) working days after receipt of notice by the Board in writing to the employee's last known address to return to work after layoff;
- g. AWOL for five (5) days out of work;

- h. Failure to report to work at the conclusion of leave of absence.

**ARTICLE 10**  
**LAYOFF AND RECALL**

- 10.0 The Superintendent or designee shall maintain a seniority list for all employees covered by this Agreement.
- 10.1 In the event that layoffs become necessary within a job title; the determination of who is to be laid off shall be made considering the following factors:
  - 1. Qualifications
  - 2. Experience
  - 3. Ability as reflected in evaluations by his/her school administrator or designee and
  - 4. Seniority
- 10.2 Job titles for the purpose of this Article are Paraeducator.
- 10.3 An employee scheduled for layoff shall be given no less than fourteen (14) days notice or the equivalent in wages.
- 10.4 Laid-off employees shall have recall rights for a period of two (2) complete years from the date of layoff. When employees are to be recalled, the first to be recalled shall be those last laid off. Qualified and able (based on experience and past performance) employees on the recall list shall be offered a vacant position before a new employee may be hired.
- 10.5 Notice of a vacant position shall be sent via email to the employee's last know email address, with a cc to the Union Representative. It shall be the laid off individual's responsibility to notify the Board of his/her current email address. An individual who declines an offer of re-employment shall forfeit recall rights. Failure to respond to a notice of an opening within ten (10) working days after receipt of such mailed notice shall be deemed to be a refusal to accept re-employment. Employees accepting recall or re-employment must return to work within thirty (30) calendar days from the date of receipt of the mailed notification. Failure to return to work within the thirty (30) day period shall be deemed a refusal to accept employment unless the employee has a satisfactory reason acceptable to the Board.

**ARTICLE 11**  
**VACANCIES**

- 11.0 Vacancy shall be defined as a position which is open as a result of resignation, retirement, termination, discharge for just cause, or the creation of a new position with the bargaining unit.



- 11.1 Whenever a job vacancy occurs, a notice of such shall be posted electronically and a copy of such notice shall be forwarded to the president of the local union. Such notice shall be posted for a period of ten (10) working days.
- 11.2 Those employees wishing to apply for said vacancy shall apply to the Principal within the ten (10) day posting period.

Placements shall be made by considering the following:

- 1. Qualifications of the applicant
- 2. Applicant's ability to perform the work
- 3. Satisfactory past performance

If the qualifications and ability of the applicants for a position are equal, the most senior bargaining unit employee will be given the preference and an internal candidate will be given preference over an external candidate.

- 11.3 No new employee shall be hired on a permanent basis until the posting procedure has been followed.

**ARTICLE 12**  
**HOLIDAYS**

- 12.0 A. Employees, as defined in Article 2 of this Agreement, shall receive the following holidays with pay:

- Labor Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day
- New Year's Day
- Martin Luther King Day
- Memorial Day

- 12.1 The granting of holiday pay is subject to the employee working on the next regularly scheduled work day falling immediately prior to and immediately after the holiday, with the exception of illness, bereavement leave, jury duty or approved personal leave.

**ARTICLE 13**  
**WAGES**

13.0 The wages for all employees shall be as set forth in Appendix A.

**ARTICLE 14**  
**LEAVE PROVISIONS**

- 14.0 A. All employees shall be allowed nine (9) sick days per school year. Sick leave shall be used only for one of the following reasons:
1. Personal illness which requires the individual to stay home.
  2. Medical or dental examination if arrangements cannot be made outside of working hours.
  3. When exposure to contagious disease endanger the health of other employees.
  4. When a member of the immediate family is seriously ill or disabled requiring the personal attention of the employee, for a period of time not to exceed three (3) days.
- B. All unused sick leave of any employee during continuous employment may be accumulated to a maximum of seventy-five (75) days.

14.1 Personal Leave

- A. Personal leave shall be allowed for the reasons set forth below, but must be approved by the Principal, who may request appropriate documentation if abuse is suspected.
1. For legal reasons (including court appearances and proceedings before state and local government agencies, bodies and commissions upon presentation of written verification of such activity)
  2. For marriage (self, children, siblings and siblings spouse)
  3. For illness in the immediate family
  4. For death in the family or attendance of funerals
  5. For religious holidays
  6. For attendance at graduation exercises (self, spouse, son, daughter)
  7. For personal business that cannot be conducted outside regular school hours
- B. Employees shall receive the following personal leave benefits:
1. After one full year of employment with the Marlborough Board of Education -three (3) personal leave days;

2. After two full years of employment with the Marlborough Board of Education -four (4) personal leave days;
3. After three full years of employment with the Marlborough Board of Education -five (5) personal leave days.

Such days will be noncumulative and will be allowed for the reasons provided in Section A above.

#### 14.2 Family and Medical Leave

An employee who is an "eligible employee" as defined under the Federal Family and Medical Leave Act (FMLA), 29 U.S.C. § 1601., *et seq.* or Conn. Gen. Stat. 31-51rr, shall be granted up to twelve (12) weeks of FMLA leave during a twelve (12) month period in accordance with the Act. Any accumulated paid leave time must be exhausted first in situations where the leave being taken by the employee is covered by the Act, and said paid leave shall be included in (and shall not be in addition to) the aforementioned twelve (12) weeks of allowable leave. A medical certificate acceptable to the Town shall be required for FMLA leave situations.

Employees on leave without pay shall not continue to accumulate sick leave; however, the continuity of employment shall be preserved for purposes of seniority.

#### 14.3 Other Leaves

Upon the recommendation of the Superintendent of Schools, other extended leaves without pay may be granted by the Board for a period of no more than one school year.

#### 14.4 Jury Duty

Any employee who is called for jury duty shall receive the necessary leave to fulfill this legal obligation. This leave shall not be deducted from sick leave or from personal days. Employees shall receive a rate of pay equal to the difference between their salary and the jury fee.

### **ARTICLE 15** **INSURANCE**

- 15.0 A. The Board shall offer employees (individual coverage only) a High Deductible Health Plan with a Health Savings Account with deductibles of \$2,000 for an individual and \$4,000 for a two person/family or similar plan, as summarized in Appendix B of this contract. Prescriptions shall be treated as any other medical expense, subject to deductible, but once deductible is met, then there shall be a \$5/25/40 copay per prescription. Insurance shall be provided in accordance with the terms of the plan administrator and all coverage issues shall be decided by the plan administrator.
- B. For the 2021-22 school year, the employee shall pay 35% of the premium for individual

coverage. Effective July 1, 2022, the employee shall pay 30% of the premium for individual coverage. Family and Two Person coverage shall remain available at 100% payment by the employee.

- C. The Board shall provide, at its cost, \$25,000 Life Insurance coverage for each employee.

## **ARTICLE 16**

### **GRIEVANCE PROCEDURE**

#### **16.0 Definitions**

- A. A grievance is a claim that a specific provision of this Agreement has been violated.
- B. A grievant is a member(s) of the bargaining unit or the Union.
- C. The term “day” shall mean calendar days.

#### **16.1 Procedures**

- A. A grievant must file a grievance in writing within fourteen (14) days from the date he or she knew or should have known of the event or the condition giving rise to the grievance .or otherwise the grievance shall be deemed to be waived.
- B. An employee with a grievance shall first discuss the matter with his/her immediate supervisor with or without the steward to resolve the grievance informally.
- C. In the event the grievance is not resolved at this informal meeting, it shall be reduced to writing and set forth the following:
  - 1. A statement of the grievance;
  - 2. The remedy requested;
  - 3. Signature of the employee or Union representative; and
  - 4. Date when the grievance is submitted.

Such grievance shall be processed in the following manner:

#### **Step One**

The employee or the Union shall reduce the grievance in writing and submit to the school principal or administrative designee within five (5) working days from the discussion at the informal level or within fourteen (14) days from when the grievance arose, whichever is first. The school principal or administrative designee shall schedule a meeting with the employee and a Union representative within ten (10) days of receipt of the grievance. The school principal or administrative designee shall give his or her written response to the grievance within ten (10) days after the meeting.



### **Step Two**

In the event the employee or Union is not satisfied with the disposition of the grievance at Step One, the employee or the Union may appeal the grievance to the Superintendent or his/her designee within ten (10) days after receipt of the principal's answer. The Superintendent or his/her designee shall meet with the employee, a Union representative, which may also include a staff representative, within fourteen (14) days of receipt of the grievance. The Superintendent will give his/her written response to the grievance within fourteen (14) days after the meeting.

### **Step Three**

In the event that the Superintendent's response is not satisfactory to the Union, the Union may submit grievances to arbitration before the State Board of Mediation and Arbitration. The request for arbitration shall be in writing and must be filed with the State Board no later than thirty (30) days after receipt of the written response at Step Two.

- 16.2 The arbitrator shall have no power to add to, subtract from, alter or modify this Agreement in any way. The decision of the arbitrator shall be final and binding subject to appeals in Superior Court.
- 16.3 Any time limit specified within this Article may be extended by mutual agreement of the Union and the Board. Failure to process a grievance within the specified or agreed upon time limits shall constitute a waiver of the grievance which shall thereby be considered non-grievable and non-arbitrable.

## **ARTICLE 17**

### **MISCELLANEOUS**

#### **17.0 Physical Examination**

If the Board requires any employee covered by this Agreement to submit to a physical examination, the Board agrees to pay the full cost of such examination.

#### **17.1 Employee Evaluation**

Each employee shall be evaluated on a yearly basis by his/her immediate supervisor. The evaluations shall be conducted in the month of May. The purpose of the evaluation shall be to assess the performance of an employee and to enhance the performance of an employee if needed. Each employee shall receive a copy of his/her evaluation on or before June 1 of each year.

#### **17.2 Health and Safety Committee**

The Superintendent will remind Principal to invite a paraeducator to participate on the committee.

**ARTICLE 18**  
**NO STRIKES/NO LOCKOUTS**

- 18.0 Neither the Union nor any employee shall engage in a strike, sympathy strike, work stoppage, mass illnesses or similar forms of interference with the operation of the school system.
- 18.1 The Union shall exert its best effort to prevent or terminate any violation of Section 18.0 of this Article.
- 18.2 The Employer agrees that there shall be no lockout of employees during the life of this Agreement.

**ARTICLE 19**  
**SAVINGS CLAUSE**

- 19.0 If any provision of this Agreement is, or shall at any time be found contrary to law by an established court of legal jurisdiction, then that provision shall not be applicable, except to the extent permitted by law. The Board and Union shall jointly consider the effect of such a finding and determine what, if any, future action may be required. The balance and remainder of this Agreement shall remain in full force and effect.

The Board agrees to provide each employee with an electronic or hard copy of this Agreement within thirty (30) days after the execution date thereof. The Board further agrees to provide new employees with a copy of this Agreement at their time of hire.

The Board will provide UPSEU with two (2) original signed contracts at the time of the signing.

- 19.1 No agreement, alteration, understanding, variation, waiver, or modification of any terms, conditions or covenants contained herein shall be made by any employee or group of employees with the Board and in no case shall it be binding upon the parties hereto unless such agreement is made and executed in writing between the parties hereto and ratified by the Union.

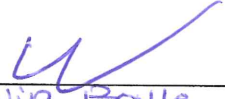
**ARTICLE 20**  
**DURATION**

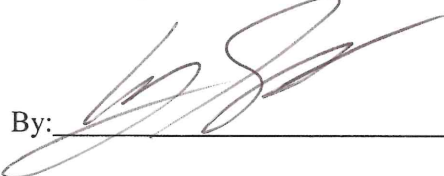
- 20.0 The provisions of this Agreement shall take effect on July 1, 2021 and shall remain in full force and effect until June 30, 2024, and thereafter shall continue in effect from year to year, unless either party shall, on or before the 120th day prior to the expiration date, serve written notice by registered mail on the other party of their desire to negotiate, modify, or amend this Agreement.

20.1 This contract contains the full and complete agreement between the Board and the Union on all bargainable issues, and neither party shall be required during the term hereof to negotiate or bargain upon any issue, whether it is covered or not covered by this Agreement. This Agreement supersedes, supplants, and replaces any and all prior agreements, practices or understandings between the parties, and any such prior agreements, practices or understandings are hereby deemed null and void.

United Public Service Employees Union  
Local 424 – Unit 102 (Paraeducators)

Marlborough Board of Education

By:   
Kevin Boyle President

By: 

Date: 12/14/21

Date: 12-16-2021

By: Deanne Royce

Date: 12/14/21

**APPENDIX A**  
**WAGE SCHEDULE**

2021-22	2022-23	2023-24
\$17.30 (retroactive to July 1, 2021)	\$18.67	\$19.14

Paraeducators shall receive an annual stipend of two hundred fifty dollars (\$250.00) if they are assigned by school administration, as part of his/her regular daily duties on a permanent basis, to provide hygiene related services to a special education student(s) with complex physical needs in kindergarten or higher. Hygiene services include toileting, personal feeding and diapering. Administration shall determine which individuals are eligible for the differential. Such individuals will be designated at the beginning of the school year and the names of those eligible for the differential shall be shared with the unit president. The stipend shall be paid in two installments (January and June). The stipend will be prorated for mid-year assignments or new hires whose assignment is made after the start of the school year. This differential shall not be available to employees who work with preschool students, where toileting and feeding is considered part of the standard care of student



**APPENDIX B**  
**INSURANCE SUMMARY**

