

**COLLECTIVE BARGAINING  
AGREEMENT**

*By and Between*

**TRUMBULL BOARD OF EDUCATION**

*and the*



**UNITED PUBLIC SERVICE EMPLOYEES UNION  
Trumbull BOE Paraeducators and Health Aides  
Local 424 - Unit 89**

**July 1, 2021 to June 30, 2025**

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**Article 1**  
**RECOGNITION**

- 1.1 The Trumbull Board of Education, hereinafter called the "Board," recognizes the United Public Service Employees Union - Local 424 - Unit 89, hereinafter called the "Union", for the purposes of professional negotiation as the exclusive representative for all paraeducators and health aides working twenty (20) and more hours per week, but excluding supervisors and all other employees of the Trumbull Board of Education, in the unit for the purposes of and with all the rights and privileges as provided by this Agreement.
- 1.2 The Union accepts such recognition and agrees to represent equally all employees without regard to membership or participation in, or association with the activities of, the Union or any other employee organization and to continue to admit to membership without qualification other than payment of normal dues and fees and employment by the Board.
- 1.3 It is the intent and purpose of the parties hereto that their agreements promote and improve the quality of work and provide for orderly professional negotiation between the Board and Union, and secure prompt and fair disposition of grievances so as to promote influences upon the operation of the school program.

**Article 2**  
**GRIEVANCE PROCEDURE**

2.1 Definitions

- A. A "grievance" is a claim that a specific provision of this Agreement has been violated.
- B. The term "days", except where otherwise indicated, means working days.
- C. In instances where reference is made to the Superintendent or a specific employer, it shall be understood that such reference can mean his/her designated representative also.

2.2 Purposes

- A. The purposes of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise, affecting the welfare or working conditions of employees.
- B. Any group and/or the Union shall have the right at any time to present any grievance to such persons and through such channels as are designated for that purpose in the Article.

### 2.3 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.

### 2.4 Informal Procedures

If an employee and/or the Union feels that she/he may have a grievance, she/he shall first discuss the matter with his/her immediate supervisor, and if not resolved, then with his/her principal or designee, in an effort to resolve the problem informally.

### 2.5 Formal Procedure

#### A. Level One - School Principal

1. If an aggrieved person and/or the Union is not satisfied with disposition of the problem through informal procedures, she/he may submit the claim as a formal grievance in writing to her/his principal or designee. A grievance must be submitted as a formal grievance within fifteen (15) working days of the event giving rise to the grievance. A meeting shall be scheduled within fifteen (15) working days of receipt of such grievance.
2. The principal or supervisor shall, within ten (10) working days, render a decision and the reasons therefore in writing to the aggrieved person, with a copy to the Union President.

#### B. Level Two - Superintendent of Schools

1. In the event that such aggrieved employee and/or the Union is not satisfied with the disposition of the grievance at Level One, or in the event that no decision has been rendered within ten (10) working days after presentation of the grievance, he or she and/or the Union may submit the written grievance to the Superintendent within fifteen (15) days of the Level One response.
2. The Superintendent of Schools shall represent the administration/management at this level of the grievance procedure. Within fifteen (15) working days after receipt of this written grievance by the Superintendent, the Superintendent shall meet with the aggrieved person and/or the Union in an effort to resolve it. The aggrieved person may be accompanied by a representative of the Union.

C. Level Three

1. In the event the grievant and the Union are not satisfied with the disposition of the grievance at Level Two and wishes to proceed further she/he and/or the Union shall, within ten (10) working school days and/or work days after receipt of the Superintendent's answer, send to the American Arbitration Association by United States mail, postage prepaid and certified, return receipt requested, with a copy to the Superintendent, a request for arbitration in accordance with the Voluntary Rules for Labor Arbitration of the American Arbitration Association, provided that the Arbitrator's award, except for suspensions and discharges, and issues having a direct monetary or economic impact shall be advisory, unless the Board and the grievant and the Union have agreed, prior to the submission of the issue to the Arbitrator, to accept a final and binding award. The cost of Arbitration shall be borne equally by the Board and the Union.

**Article 3  
NO STRIKE/NO LOCKOUT**

- 3.1 Pursuant to Connecticut General Statute §7-467 (Municipal Employees Relations Act), all employees included in this Agreement shall not hinder the Board's operations and the Employer agrees not to lockout said employees.

**Article 4  
PROBATION**

- 4.1 All new appointments shall be subject to a probationary period of ninety (90) working days and shall have no seniority rights or recourse for grievance during this period, but shall be subject to all other provisions of this Agreement. During such probationary period, it shall be the sole responsibility of the Board to evaluate performance. During the probationary period an employee may be dismissed with or without cause and without recourse to the grievance and arbitration provisions of this Agreement.

**Article 5  
RESIGNATIONS**

- 5.1 Written notice of resignation should be filed with the Central Office Staff member in charge of personnel at least two (2) weeks in advance of separation. This notice should include a statement of the reasons for this action.
- 5.2 An employee who resigns in good standing shall be entitled to earned pay up to and including the last day of work.

**Article 6  
INSURANCE & HEALTH BENEFITS**

- 6.1 As used in this Agreement, the term "group insurance" shall apply to employees regularly scheduled to work thirty (30) hours or more, and shall include the following:

- 6.2 The State of Connecticut Partnership 2.0 Plan, a summary of which plan is available at [www.osc.ct.gov/ctpartner/index.html](http://www.osc.ct.gov/ctpartner/index.html). In the event of: (1) a material change in the co-payment and/or deductible in the Partnership 2.0 Plan; (2) the State assess any material surcharge or similar fee on top of the premiums charge for the Partnership Plan; or (3) the Partnership 2.0 Plan shall be terminated; the Parties agree to enter into mid-term bargaining regarding health insurance.
- 6.3 Dental Coverage (dependent coverage to age 26) shall be provided under the State Partnership 2.0 “Unlimited Maximum” dental plan option. The employee must notify the Business Office when a change in dependent status occurs.
- 6.4 Vision Care under the health plan described in Section 6.2.
- 6.5 The Board shall provide the benefits listed in 6.2 through 6.4, subject to the employee making the following contributions:

<b>Contract Year</b>	<b>Individual</b>	<b>Two Personal/Family</b>
2021-22	15.0%	19.5%
2022-23	15.5%	20.0%
2023-24	16.0%	20.0%
2024-25	16.5%	20.5%

- 6.6 The Board shall implement an I.R.C. §125(a) plan which shall allow employee contributions to be treated on a pre-tax basis.
- 6.7 Eligibility for the amount of benefits to be paid pursuant to any of the policies purchased in accordance with the provisions of this Section shall be determined by the terms of the particular policies. Disputes concerning the eligibility for or the amounts of benefits payable pursuant to said policies shall not be subject to the Grievance and Arbitration Procedure contained in this Agreement.
- 6.8 Employees who opt out, i.e. waive health insurance coverage, shall be entitled to the following payment so long as the Partnership 2.0 Plan is the plan offered to bargaining unit members:

Single	\$ 600
Two Person	\$ 875
Family	\$1,250

Employees who are covered under any Trumbull Board of Education or Town of Trumbull health plan through their spouse or parent shall not be eligible for the above payment.

- 6.9 The Board shall provide the insurances listed in Sections 6.1 through 6.4 provided, however, that the Board may substitute for said insurances any plan by the present or any other carrier which offers benefits equal to or better than those offered by said insurances.
- 6.10 For employees regularly scheduled to work 20 hours or more per week the Board shall contribute 100% of the premium cost for \$30,000 life insurance. Employees may purchase additional life insurance at the group rates.
- 6.11 The Board agrees to reimburse employee up to \$250 for the cost to replace eyeglasses damaged or destroyed during the performance of their duties.

**Article 7**  
**SENIORITY, LAYOFF AND RECALL**

- 7.1 The employer shall prepare a list of all employees covered under this Agreement showing their seniority in length of service with the employer and deliver the same to the Union on or about October 15<sup>th</sup> of each year. The seniority list shall be posted on the bargaining unit bulletin board also.
- 7.2 For the purposes of this article, there shall be four classifications pertaining to the bumping procedure:
1. 30-hours per week or more paraeducators
  2. 30-hours per week or more health aides
  3. 20-29s hours per week paraeducators
  4. 20-29 hours per week health aides
- 7.3 If a bargaining unit position(s) is eliminated by the Board in any classification identified above, the employee with the least seniority in the affected classification shall be subject to lay-off first.
- The employee subject to lay-off or reduced in hours from 30 or more hours to less than 30 hours, may “bump” the least senior employee in an equal or lower classification provided the “bumped” employee has less seniority and the “bumping” employee has the ability and qualifications to satisfactorily perform the work-as determined by the Superintendent or his/her designee.
- 7.4 Laid-off employees shall have recall rights and shall have first opportunity to return to a vacant position for a maximum period of eighteen (18) months from the effective date of lay-off. Employees with recall rights will be recalled in reverse order of lay-off, to the first vacant position available, for which they are qualified to perform as deemed by the Superintendent or his/her designee, irrespective to the classifications listed in 7.2.
- 7.5 If upon recall the employee fails to report to work within five (5) working days after receipt of a certified letter notifying them of the vacancy, said employee shall forfeit all recall rights.



- 7.6 During reductions described in 7.1 through 7.4 and the implementation of such, an employee who does not choose to implement the displacement procedure may elect to be placed on recall. This request must be made in writing to the Superintendent or his/her designee within two (2) working days.
- 7.7 For the purpose of this Article, seniority shall be defined as an employee's continuous length of service in the bargaining unit, measured from said employee's most recent date of hire or rehire.
- 7.8 In the event of recall, all benefits for purposes of seniority, longevity and prior unused accumulated sick leave shall be reinstated provided the recall takes place within the eighteen (18) months recall period.
- 7.9 Notwithstanding 7.1 through 7.4, in the event of a lay-off or reduction in force, the Unit President, Vice-President, Secretary and Treasurer (maximum of 5) shall have superseniority in his/her same or lower classification provided that he/she is qualified to perform the work, as deemed by the Superintendent or his/her designee.

For the purposes of this section only, the five (5) above officers' names shall be submitted to the Board in writing by the Union.

- 7.10 Notice of any vacancy in the bargaining unit covered by this Agreement shall be posted for each member of the Trumbull Paraeducators and Health Aides to see with a copy sent to the local Unit President via email, at least two (2) weeks in advance of the closing date for applications unless this timeline is mutually waived in writing. The notice shall state the job title, job description, and the current wage.
- 7.11 When a promotional vacancy exists, the procedure for selecting an applicant shall be based upon required qualifications, satisfactory performance, and an interview with the prospective supervisor and seniority. Final determination will be made by the Superintendent or his/her designee.
- 7.12 Unsuccessful applicants from within the system shall be notified in writing of the Supervisor's decision and reason therein prior to interviewing applicants from outside sources.

## **Article 8**

### **LEAVES OF ABSENCE (PAID)**

#### **8.1 Illness**

- 8.1.1 Thirty-hour or more employees shall earn paid sick leave at the rate of thirteen (13) days per school year, cumulative to one hundred twenty –five (125) days.

- 8.1.2 Twenty-hour to twenty-nine hour employees shall earn paid sick leave at the rate of seven (7) days per school year, cumulative to one hundred (100) days.
- 8.1.3 Employees shall be permitted up to five (5) days of absence without loss of pay to be deducted from their respective per year sick leave allowance in any school year for illness of an immediate family member (husband, wife, father, mother, child or other family member living in employee's domicile).
- 8.1.4. Paid sick leave may only be used for bona fide illness or injury. Absences that the Board feels that it has reasons to believe are not due to a bona fide illness or medical disability, such as where the absences are frequent or continuous or demonstrate a pattern, and the absent Paraeducator/Health Aide makes a claim for sick leave day or sick leaves days for said period of absence the Board shall retain the right to verify the reason for the absence, including but not limited to, requiring the Paraeducator/Health Aide to submit a doctor's certificate.

In addition, a Paraeducator/Health Aide shall be required to present a doctor's note on the 6<sup>th</sup> day, after any absence of 5 or more consecutive days, if requested.

## 8.2 Personal

- 8.2.1 Thirty-hour or more employees may be granted two (2) days personal leave in any one school year, unless said employee has completed two consecutive years of service, after which 3 days of personal leave may be granted in any one school year.

Twenty hour to twenty-nine hour employees may be granted two (2) days personal leave in any one school year.

Effective July 1, 2005, employees shall be granted two (2) additional personal days in lieu of the Veteran's Day and Lincoln's Birthday holidays.

## 8.3 BEREAVEMENT LEAVE

- 8.3.1 All employees may be granted paid leave up to five (5) days for each occurrence of a death of a spouse, child, brother, sister or parent. Employees may be granted paid leave up to three (3) days for each occurrence of a death of the employee's mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents or grandchild. Such leave shall be for the purpose of attending the wake and funeral, only between the day of death and the day of the funeral.

## 8.4 PAID HOLIDAYS

- 8.4.1 Thirty hours or more employees on the active payroll shall receive the following as paid holidays:

Labor Day (if school is in session)  
Columbus Day  
Thanksgiving  
Day after Thanksgiving  
Christmas Day  
New Year's Day  
Martin Luther King Day  
Presidents' Day  
Good Friday  
Memorial Day  
Yom Kippur (provided it falls on a regular school day and school is not in session)

Twenty-hour to twenty-nine hour employees on the active payroll shall receive the following as paid holidays:

Labor Day (if school is in session)  
Thanksgiving  
Christmas Day  
New Year's Day  
Martin Luther King Day  
Presidents' Day  
Memorial Day  
Yom Kippur (provided it falls on a regular school day and school is not in session)

## 8.5 UNION LEAVE

8.5.1 A written list of the officers, Negotiating Committee members, and Union Stewards shall be furnished to the Board immediately after their designation, and the Union must notify the Board promptly of any changes. Twice a year, two Union officers shall receive unpaid time off to attend Union training seminars.

8.5.2 A Union officer shall be granted leave without loss of pay for attending meetings that are scheduled during normal work hours.

### **Article 9 LEAVE OF ABSENCE (UNPAID)**

Any request for an unpaid leave of absence may be granted by the Superintendent in his discretion. The request and the response shall be in writing.

The period of leave shall be without unemployment compensation and insurance benefits. However, employees may continue insurances at their own expense.

The period of leave shall not count as regular service toward accrued sick days and seniority, but any accumulated sick days and seniority prior to the leave shall be reinstated upon the employee's return.

If an employee is placed on the recall list during the period of leave, the Superintendent's only responsibility is to recall said employee in accordance with the recall procedures herein.

The decision of the Superintendent or his designee, shall be final and said decision shall not be subject to the grievance and arbitration procedure.

### **Article 10 WORKING HOURS/DAYS**

- 10.1 Working hours for paraeducators and health aides may vary from twenty to thirty or more hours per week, depending upon the needs of the assignment.
- 10.2 In the regular course of events, working hours for an assignment will be made as soon as the needs for the assignment are known.
- 10.3 The school district may reassign paraeducators and health aides in the best interest of the school district as needed. If such assignment results in a reduction of hours of a person working 30 or more hours to less than 30 hours, the employee may exercise his/her rights under Article 7, Section 3 of this Agreement. If an employee is reassigned, said employee shall receive a minimum of two (2) weeks written notice.
- 10.4 In the event an employee's weekly hours are reduced, the employee's wages shall be reduced accordingly; however, the employee shall retain the right to continue insurances under the same conditions enjoyed at the greater number of hours per week.
- 10.5 Any make-up days shall be applied immediately following the previous "last day," and shall be consecutive week days with no week days in between.

### **Article 11 CONTRACT INTERPRETATION**

This Agreement may be altered or modified only by mutual agreement of the parties hereto and neither party shall request or demand any provision which will in any manner, abrogate the understanding set forth herein.

### **Article 12 SAVING CLAUSE**

In the event that any Article, Section, or portion of this Agreement is declared invalid by agreement, statute, or legal process, then such specific Article, Section, or portion specified to be invalid shall be deleted. However, the remainder of this Agreement shall

remain effective. Upon a determination of invalidity, either party shall have the right to initiate negotiation upon that Article, Section or portion.

**Article 13**  
**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, in any way, the Board 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. The parties agree that all side letters, memorandum of agreements, memorandum of understandings, and all other agreements remain in force and shall be attached to the collective bargaining agreement. Any such agreement not attached to this Agreement shall be null and void.

**Article 14**  
**WAGES**

- 14.1 Wages payable to employees during the 2021-22, 2022-23, 2023-24, 2024-25 school years are set forth in Appendix A (retroactive to July 1, 2021).
- 14.2 It is understood that there are no other wage increases required of the Board during the contract period, unless mutually agreed upon by the parties.
- 14.3 Employees shall be paid in 22 equal bi-weekly payments commencing on the first week (Friday) in September and continuing in consecutive bi-weekly payments.
- 14.4 Effective and retroactive to July 1, 2021, Health Aides shall receive a one dollar and fifty cent (\$1.50) per hour stipend.
- 14.5 Elite Stipend: Effective and retroactive to July 1, 2015, shall be \$1.50. The stipend shall only be paid when the employee is driving students.
- 14.6 SRP Stipend: Effective and retroactive to July 1, 2015, shall be \$3.25; effective July 1, 2017, it shall increase to \$3.50.
- 14.7 All wages shall be paid via direct deposit.

**Article 15**  
**UNION SECURITY AND DUES**

- 15.1 During the life of this Agreement, an employee retains the freedom of choice whether or not to become or remain a member of the Union.

- 15.2 Union dues shall be deducted by the Employer from the paycheck of each employee who signs and remits to the Employer a voluntary authorization form. Such deduction shall be discontinued upon written request of an employee thirty (30) days in advance.
- 15.3 For new hires, the Board shall provide the Union President the following information within ten (10) days of the day of hire: (1) full name, (2) job classification, (3) work location/department, (4) wage rate, (5) email address, and (6) mailing address.
- 15.4 The Employer shall deduct an agency service fee from the paycheck of each employee who voluntarily signs an authorization.
- 15.5 The amount of dues or agency service fee deducted under this Article, together with a list of employees, shall be remitted to UPSEU within a week after the payroll period in which such deduction is made together with a list of employees for whom any such deduction is made.
- 15.6 The Union agrees to defend, indemnify, and hold harmless the Trumbull Board of Education and the Town of Trumbull against all claims, demands, suits, or any other form of liability which may arise by reason of any action taken in reference to any portion of Article 15.0 Union Security and Dues.

**Article 16**  
**BULLETIN BOARDS/MAIL**

The Union may utilize the existing bulletin board space to post vacancies, news and announcements relating to pertinent union activities. Any personal/confidential correspondence shall be sent by either electronic mail (email) or regular/U.S. Mail and shall not be placed in the employee's school mailbox.

**Article 17**  
**MILEAGE**

Employees who must travel between schools as part of their assignment, shall be reimbursed for the use of their automobiles at the rate set by the Internal Revenue Service for business mileage deductions for the applicable calendar year.

**Article 18**  
**MANAGEMENT RIGHTS**

The Union agrees that the management of the schools and the direction of the working force shall be in the sole discretion and is the sole responsibility of the Board, and agrees that all management rights, except as specifically limited by any of the express provision of the Agreement, are reserved and retained by the Board. All management functions and responsibilities which are not expressly modified or restricted by a specific provision of this Agreement are retained and vested exclusively in the Board, including without limitation, but not limited to: the right to establish and administer policies and procedures

related to the services, education, training, operations; to direct and schedule the working force; to hire, promote, transfer lay off and recall employees to work; to reprimand, suspend, discharge or otherwise discipline employees; to determine the number of employees and the duties to be performed; to maintain the efficiency of employees; to establish, expand, reduce, alter, consolidate or abolish any job classification, department, operation or service; to determine staffing patterns and areas worked; to control and regulate the use of facilities, supplies, equipment and other property of the school; to reassign tasks between employees; to determine the number, location and operation of divisions, departments of the school; to determine the assignment of work, the qualifications required and the size and composition of the work force; to discontinue, reorganize or combine any department, branch or unit of operations with any consequent reduction or other changes in the work force or work assignment; to introduce new or improved methods or facilities regardless of whether or not the same cause a reduction in the work force; to make, change or eliminate work rules, regulations, policies, and practices provided the same do not conflict with the explicit terms of this Agreement; to subcontract bargaining unit work provided no present member loses her position; and otherwise generally to manage, attain and maintain full efficiency and optimum services.

## **Article 19**

### **SCHOOLS CLOSE FOR EMERGENCIES**

- 19.1 When schools close for snow, ice or other emergency, employees will be excused or dismissed in accordance with the procedures:
  - 19.1.1 When schools are closed because of inclement weather or emergencies, employees shall not report to work and they shall not be paid.
  - 19.1.2 When schools have delayed openings, employees are expected to report at the new opening time. Employees shall suffer no loss of pay.
  - 19.1.3 When schools are dismissed early for inclement weather or any emergency and an announcement of such has been made by the Superintendent, employees are expected to remain until dismissed by their supervisors and the employees shall suffer no loss of pay.
  - 19.1.4 In the event there is an early dismissal on the last two days of the school year, employees shall be released without loss of pay in exchange for which they must attend a professional development day within three days prior to the start of the school year. In addition, the Board may require employees to attend an additional professional development day for which they shall be compensated. The Board shall consider any and all professional development topics provided by the Union.

## **Article 20**

### **JURY DUTY**

An employee who is required to serve on a jury before a state or federal court shall be granted leave for this purpose and such leave shall not be deducted from a sick leave or

personal days. Such employee shall receive a rate of pay for each day of jury service equal to the difference between his/her then current applicable wage calculated on a per diem basis and the pay s/he receives from the court as jury pay. In order to qualify for this pay, the employee shall notify the Superintendent immediately and in writing when s/he is notified that s/he is required to report for jury duty.

## **Article 21 ASSIGNMENT**

- 21.1 The assignment of employees within the school system is the responsibility of the Superintendent of Schools. In making assignment the reasonable requests of the employee concerned shall be considered.
- 21.2 The school district may reassign employees in the best interest of the school district as needed. If such assignment results in a reduction of hours of a person working 30 or more hours to less than 30 hours the employee may exercise his/her rights under Article 7, Section 3 of this Agreement.
- 21.3 Employees shall be notified as to whether they will have a position for the next school year by the end of the current school year, and the Board shall endeavor to make assignments and notify employees by the end of the current school year.
- Employees whose positions are funded through various titles and grants shall be notified of the ensuing school year's assignment as soon as practicable.
- 21.4 Changes in assignments between schools (i.e. from an elementary school to the middle school or from the middle school to the High School) shall not be effected or announced without the employee being given notification and the opportunity for a personal conference. Following such conference, if the employee wishes to contest the change, he/she may file an appeal with the Superintendent. The Superintendent or designee will review the circumstances and issue a decision, which decision shall be final and binding upon the employee.
- 21.5 Employees who wish a transfer to another assignment shall file a written statement of such desire with the Superintendent or her/his designee not later than May 15. Such statement shall include the assignment and school to which the employee wishes to be transferred.
- 21.6 Bargaining unit members shall be required to fill in and/or perform the duties of a home health aide when requested. When a paraeducator fills in for a Home Health Aide, they will receive a stipend of \$1.75 per hour. In no case will they receive less than one (1) hour of stipend pay. If a Home Health Aide is available at the same location, it shall not be mandatory that paraeducators do Home Health aide work.



**Article 22**  
**PENSION PLAN**

- 22.1 Employees hired prior to July 1, 2013, having 12 months of continuous service with the Board as of July 1 shall be eligible to participate, via contributory deductions to be made by the Board from the employee's paycheck, subject to the latter's written authorization, in the Town of Trumbull Retirement Plan.
- 22.2 Employees shall contribute towards the cost of the pension plan as follows:
- Effective and retroactive to 7/1/15 – 5.5%  
Effective 7/1/16 – 6.0%  
Effective 7/1/17 – 6.5%
- 22.3 Employees who retire under the Town's Pension Plan currently in effect, shall have their benefits computed as provided for in the plan as determined in a separate collective bargaining agreement between the Town of Trumbull and UPSEU.
- 22.4 Employees hired on or after July 1, 2013, shall not be eligible for the Town pension plan described in paragraphs a-c above; rather, they shall be eligible to participate in the Board's Defined Contribution Plan.

**Article 23**  
**LONGEVITY**

Each paraeducator hired on or before June 30, 2000, who has ten (10) or more years of consecutive service shall receive a payment according to the following:

- after 10 years of service - \$250
- after 15 years of service - \$300
- after 20 years of service - \$375
- after 25 years of service - \$525

Paraeducators hired after June 30, 2000 shall not be eligible for this benefit.

- 23.1 An employee eligible for longevity leaving the employment of the Board shall be entitled to payment on a pro-rated basis of longevity due in the current year. In the event of the death of the employee, said longevity shall be made to the surviving spouse or estate of the employee.

**Article 24**  
**DURATION**

The provisions of this Agreement shall be effective as noted herein and shall continue in force through June 30, 2025.

**Article 25**  
**NEGOTIATIONS OVER A SUCCESSOR AGREEMENT**

The parties agree to commence negotiations for a successor Agreement upon the written request of the Union pursuant to the Municipal Employees Relations Act (MERA).

**Article 26**  
**AMERICANS WITH DISABILITY ACT**

The Union shall cooperate with the Board of Education with regard to the Board's obligations under the Americans with Disabilities Act of 1990.

**Article 27**  
**HEALTH AND SAFETY**

- 27.1 Should an employee find himself/herself in what he/she deems an unsafe situation, he/she shall immediately notify the classroom teacher and the building administrator.
- 27.2 A joint safety committee shall be formed by the employer and the Union, and said committee shall meet upon request of either party to review safety and health issues and make recommendations.

**Article 28**  
**PERSONNEL FILES**

- 28.1 The Board of Education shall permit each employee to inspect, and receive a copy at no cost to the employees, his/her personnel files.

**Article 29**  
**FAMILY MEDICAL LEAVE ACT (FMLA)**

- 29.1 The District shall comply with Federal FMLA..

**Article 30**  
**DISCIPLINARY ACTION/DISMISSAL**

All disciplinary action, including suspensions and dismissals, shall be for just cause only.

The parties encourage informal discussion between the supervisor and employee when discipline is being considered.

IN WITNESS WHEREOF, the parties hereto have set their hands this \_\_\_\_day of September, 2021

UPSEU  
TRUMBULL PARAEDUCATORS &  
HEATH AIDES

TRUMBULL BOARD OF EDUCATION

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Kevin Boyle, Jr., UPSEU President

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Lucinda Timpanelli, Board Chair

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Johanna Simmel, Unit 89, President

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Dr. Martin J. Semmel, Superintendent

APPENDIX A

WAGES FROM 7/1/21-6/30/2025

		7/1/21 to 6/30/22 (retroactive to 7/1/21)	7/1/22 to 6/30/23	7/1/23 to 6/30/24	7/1/24-6/30/25
	GWI	2.25%	2%	2.25%	2%
<b>Step</b>	1	\$ 16.56	<i>Eliminate Step 1</i>	<i>\$ Eliminated</i>	<i>Eliminated</i>
	2	\$ 17.56	\$ 17.91	\$ 18.31	<i>\$ Eliminated</i>
	3	\$ 18.12	\$ 18.48	\$ 18.90	\$ 19.28
	4	\$ 19.49	\$ 19.88	\$ 20.33	\$ 20.74
	5	\$ 20.91	\$ 21.33	\$ 21.81	\$ 22.25
	6	\$ 22.33	\$ 22.78	\$ 23.29	\$ 23.76

NOTES:

For the duration of the contract, there shall be no step movement.

## MEMORANDUM OF AGREEMENT

### RECITALS :

- A. The Trumbull Board of Education runs a program previously referred to as the "SRP" program.
- B. The Board utilizes the applied behavior analysis (ABA) teaching methodology for students with intensive special needs..
- C. In connection with the ABA methodology, paraeducators working with children with intensive special needs may be required to perform certain additional duties and responsibilities, including: (1) recording student data in a systematic manner, (2) be trained in and utilize the ABA methodology, (3) when appropriate make home visits to train parents to help transfer skills learned in school to the home, and (4) be available in July and August to work with students using the ABA methodology.
- D. The Board has agreed to pay paraeducators performing these additional duties and responsibilities a stipend on the terms and conditions set forth below.

NOW, THEREFORE, the parties agree as follows:

1. Paraeducators working with children utilizing the ABA methodology shall:
  - Work under the direction and guidance of a special education teacher and BCBA.
  - Support students who require Applied Behavior Analysis (ABA) strategies, which may include Discrete Trial Training (DTT).
  - Demonstrate program procedures and follow or implement program recommendations.
  - Provide directed learning experiences, perform ABA related clerical duties and perform related work as required, in the school environment.
  - Be able to work at more than one location..
  - Attend monthly staff trainings.
  - Demonstrate program procedures and follows or implements program recommendations with fidelity.
  - Be available during the months of July and August to work with assigned students. (In the event Paraeducator is needed during the summer, notice shall be given by June 1<sup>st</sup>).
  - Performs associated clerical duties and related work as required.
2. Paraeducators working with children and performing the above described additional duties shall be paid a stipend of \$3.50, in addition to their regular wage, for any hours worked in which they are performing these additional duties or attending such monthly training
3. Any vacancies or openings shall be posted in accordance with the contract, and training shall be provided at Board expense.
4. Any paraeducator initially training in the ABA methodology who feels she is unable to carry out the duties of the job, will be allowed to transfer into any vacant position for which they are qualified in accordance with the contract.
- 5.. This agreement shall be without prejudice and not precedent setting as to future negotiations.
6. The Director of Pupil Personnel Services will determine whether an employee is performing the duties described above, and thus entitled to such stipend. In the event the Union raises issue or concern, the PPS Director shall work in concert with the Union to discuss and resolve such issue.

UPSEU  
TRUMBULL PARAEDUCATORS &  
HEATH AIDES

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