

AGREEMENT

Between

DANBURY BOARD OF EDUCATION

-and-

TEAMSTERS LOCAL UNION NO. 677

(School Custodians, Maintenance and Drivers)

July 1, 2016 through June 30, 2019

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THIS AGREEMENT is between the Danbury Board of Education (hereinafter referred to as the "Employer") and Teamsters Local Union No. 677, an affiliate of the International Brotherhood of Teamsters (hereinafter referred to as the "Union").

ARTICLE I **RECOGNITION**

Pursuant to elections held under the auspices of the Connecticut State Board of Labor Relations on March 15, 2012 and certification thereafter by said Board, the Board of Education agrees to and does hereby recognize the Union as the exclusive representative of the all full time and regular part time school custodians, maintenance and drivers except those regularly scheduled less than 20 hours per week, excluding all other classifications, employed by the Danbury Board of Education, for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment.

ARTICLE II **UNION RIGHTS**

A. Union Security

1. All present employees who are members of the union on the effective date of this Agreement shall remain members of the Union in good standing by the payment of their regular monthly dues on or before the last day of each month as a condition of continued employment or pay an agency fee set by the Union in accordance with law. All employees who are hired hereafter for work in the classifications specified herein, and who work twenty (20) or more hours each week, shall become and remain members in good standing by payment of the required initiation fees and regular monthly dues of the Local Union on the thirty-first (31) day following the execution of this Agreement, or the date of employment, whichever is the later, and shall thereafter maintain such good dues standing for the term of this Agreement.
2. The Union shall be notified within thirty days (30) of appointment and name and assignment of each new employee.
3. The Employer agrees to deduct the amount of five cents (\$.05) per hour for each hour worked, the maximum weekly deduction shall not exceed two dollars (\$2.00) from the weekly pay of each employee who shall have authorized such deduction, in writing, as "Administrative Dues". Deductions shall be made from the net pay of each employee who is or who becomes a member of the Union within the scope of the bargaining unit and is covered by this Agreement, provided such employee has voluntarily authorized the Employer to do so, in writing, on an administrative dues authorization form to be furnished to the Employer.

Such authorization form, deduction, practices and procedures enumerated in this article shall be in compliance with the requirements of all Federal and State laws and regulations regarding same, including Section 302(c) of the Labor Management Relations Act, as amended.

4. The Union agrees to indemnify and save the Employer harmless against any and all claims, suits or other forms of liability arising out of the Employer's participation in or performance of the provisions of this Article. The Union assumes full responsibility for the disposition of the monies so deducted once they have been sent to the Union.

B. Salary Deductions

1. The Board agrees to deduct from the salaries of its employees covered by this Agreement the regular monthly dues and initiation fees of the Local Union upon receipt of a written authorization form by the employee and agrees to transmit all such deductions to said Local Unions. The Board also agrees to deduct agency fees as applicable.
 - a. Such deductions are to be made from the second pay each month.
2. The Board shall be held free and harmless from any liability in handling Union dues, agency fees, payroll deductions and any other deductions authorized and may require a release from the Union.

C. Union Stewards

1. Union Stewards shall be selected from among the employees in the bargaining unit. The Union Steward shall have top seniority for as long as he remains Steward for lay-off purposes only.

D. Access to School Buildings

Authorized Representatives of the Union shall have access to school buildings and any other buildings where employees subject to the terms of this Agreement are employed, during working hours, for the purpose of adjusting disputes, investigating working conditions and determining whether or not the terms of this Agreement are being adhered to, but these visits shall not unreasonably interfere with the normal operation and conduct of business. Authorized representatives shall notify the Coordinator of Sites and Facilities prior to their visit, and they shall report to the Building Administrator's office on arrival. The provisions above for advance notification shall apply to Teamsters staff and Teamsters state-wide officers. Members of the bargaining unit who are Teamsters elected officers and stewards may continue to have access to school buildings for the listed purposes. They shall report to the Building Administrator's office on arrival.

E. Union Leave

The Union shall have the right to have four (4) members of its negotiation committee present for all negotiation meetings, without loss of pay.

F. Copy of Agreement

The Employer agrees to furnish each employee covered by this Agreement with a copy of such Agreement.

If printed commercially, it will bear the Union label.

ARTICLE III
MANAGEMENT RIGHTS

A. Except such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this agreement, the Board has and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it and, except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this agreement, it shall have the sole and unquestioned 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:

1. To determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the Board.
2. To establish or continue policies, practices and procedures for the conduct of Board business, and from time to time, to change or abolish such policies, practices or procedures subject to the provisions of MERA.
3. To discontinue processes or operations.
4. To select and to determine the number and types of employees required to perform the Board's operations.
5. To employ, transfer, promote and demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Board or the department.
6. 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 Board, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.

7. To insure that incidental custodial/maintenance/drivers duties connected with Board operations whether enumerated in job descriptions or not, shall be performed by employees.
8. To establish contracts or sub-contracts for Board operations, provided that this right shall not be used for the purpose or intention of undermining the Union or of discriminating against its members, or with the effect of causing staff reductions. All work customarily performed by the employees of the bargaining unit shall continue to be so performed by bargaining unit members.
9. To create job specifications and revise existing job specifications as deemed necessary.
10. The above rights, responsibilities and prerogatives are inherent in the Board. Such rights may not be subject to review of 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 IV

GRIEVANCE AND ARBITRATION PROCEDURE

- A. A grievance is hereby defined to be any controversy complaint, misunderstanding, or dispute concerning the interpretation or application of any provision of this Agreement.
- B. Any grievance arising between the Employer and the Union or an employee represented by the Union, shall be settled in the following manner:

Step 1. The aggrieved employee or employees must present the grievance in writing within fifteen (15) days of the event giving rise to the grievance to the Steward and to the Coordinator of Sites and Facilities specifying the nature of his/her grievance and the section of the contract he/she claims to be violated.

If a satisfactory adjustment is not effected with a representative of the Employer within six (6) working days, the Steward and employee shall submit such written grievance to the Union's Business Representative.

Step 2. Within five (5) working days thereafter, the Business Representative shall then take the matter up with a representative of the Employer with authority to act on such grievances (HR Director or otherwise as designated by the Superintendent) and a decision therein must be given to the Business Representative within five (5) working days. Any agreement settling the grievance shall be reduced to writing and signed by the parties.

In the event the Business Representative shall be of the opinion that an employee's grievance is without merit, the Local Union shall not be required to process the matter any further and he shall so inform the employee filing the grievance and the Employer. There shall be no liability imposed thereby upon the Union or the Employer.

Step 3. If steps 1 and 2 hereof have been complied with and a settlement of the grievance has not been effected, within thirty (30) days of the response at Step 2 only the Union may process the grievance to arbitration by notifying the Board in writing of the appeal to arbitration. Within ten (10) days thereafter, the Board may elect to submit the grievance to the American Dispute Resolution Center (ADRC), at the expense of the Board of Education or shall otherwise submit the grievance to the Connecticut State Board of Mediation and Arbitration, with a copy to the other party. The arbitrator(s) shall hear the grievance under applicable rules and regulations and its decision shall be final and binding upon the Employer, the Employees and the Union. The arbitrator shall be bound by and must comply with all the terms and provisions of this Agreement and shall have no power to add to, delete from, or modify in any way, any of the terms or provisions of this Agreement.

- C. When the Board fails to render a decision on any grievance within the time limits specified in the Grievance Procedure, the Union may proceed to the next step in the Grievance Procedure. The failure of the Board to so act shall be regarded by each party as though the Board had rejected said grievance.

ARTICLE V

HOURS OF WORK AND OVERTIME

- A. The regular work week shall consist of five (5) consecutive eight (8) hour days – Monday through Friday.
- B. An employee shall be paid at one and one-half his/her regular basic rate for all work performed by him/her on Saturday.
- C. All time worked in excess of eight (8) hours per day shall be paid for as overtime at one and one-half times the employee's normal rate.
- D. All employees shall be entitled to lunch period not to exceed thirty (30) minutes. The thirty minutes is not part of the eight hour work day. However, if a custodian is interrupted at the direction or with the approval of the principal or other supervisor during such lunch period, such period shall be paid. During an employee's fifteen (15) minute breaks, he/she is not permitted to leave the work site. An employee is not to leave a building unattended when the alarm is deactivated, or without custodial coverage

when a building is open for school activities, sporting events or rentals, unless otherwise directed by the Coordinator of Sites and Facilities or his/her designee.

- E. Work performed on Sundays and Holidays shall be paid for as overtime at two times the employee's normal rate.
- F.
 - 1. Any employee requested to work outside his/her normal working hours after having left his/her work station for one (1) hour, shall be guaranteed a minimum of two (2) hours at the rate of one and one-half times his/her normal rate.
 - 2. Any employee requested to work outside his/her normal working hours after having left his/her work station for one (1) hour and who commences work at or subsequent to 11:00 P.M. and prior to 5:00 A.M. shall be guaranteed a minimum of four (4) hours pay at the rate of one and one-half times his/her normal rate.
- G. During any evening program or outside where the extra custodial service which is necessary, in the opinion of school authorities and the Head Custodian, custodial service will be provided in accordance to the above rates of pay, at one and one-half times the employee's rate of pay. (Paragraph F does not apply in this instance.)
- H. An employee working on any shift when the schedule for such shift begins at 2:00 o'clock p.m., shall receive the differential listed below for all hours worked after 2:00 p.m. and prior to the start of any day shift:

2016-19: \$1.45

 - 1. Night differentials, as provided above, shall be paid to night shift custodians when such employees are actually working a shift that starts after 2:00 p.m.
- I. Regularly assigned employees will have a fixed starting time and the starting time of employees will not be changed without notice to the Union in advance, except in cases of emergency.
- J. The Superintendent or his/her designee will endeavor to assign, within budget limitations, a substitute to replace a sick custodian. Such substitute coverage shall be provided by part-time employees or sub-floaters, as follows.
 - 1. Part-time positions. The Board may create part-time positions as it determines advisable to meet district needs provided that the total number of part-time positions shall not exceed ten percent (10%) of the number of full-time regular permanent positions. Such part-time employees shall not be assigned more than twenty hours per week averaged over a four-week cycle.
 - 2. Regular substitutes. Such employees shall be placed on a list upon initial hire, and upon employment on such list for more than thirty-one (31) days, such

employees shall become members of the bargaining unit, employed in the position of regular substitute custodian. As such, regular substitute custodians shall serve a ninety (90) days worked probationary period commencing with their becoming members of the bargaining unit. Such employees shall be covered by the terms of this Agreement, except as set forth in the following provisions, which shall apply to such positions:

- a. The Board shall not utilize regular substitute custodians in any single permanent position for more than one (1) calendar year.
- b. Regular substitute custodians shall be permitted to bid on any remaining unit vacancies after the bidding and assignments process has been exhausted by all permanent employees for all permanent positions. Regular substitute custodians who have successfully completed their probationary period shall be eligible to be considered for the remaining permanent vacancies in accordance with Article 7(C) prior to any outside hiring.
- c. If the Board eliminates regular substitute positions, regular substitute custodians shall be laid off in order of reverse seniority (least senior first) prior to any permanent bargaining unit members being laid off. Any such regular substitute who is displaced may bump part-time employees.
- d. The total number of regular substitute positions shall not exceed ten percent (10%) of the number of regular full-time permanent employees.
- e. Regular substitute custodians shall not be entitled to insurance, vacations or other paid leave (e.g. personal leave, sick leave) and shall receive the following five (5) paid holidays annually designated by the Board: Labor Day, Thanksgiving Day, Christmas Day, New Years Day, Presidents' Day.
- e. Regular substitute custodians shall receive an hourly wage of \$11.00.

- K. When an employee fills in for an employee of a higher pay grade, he /she shall be paid the rate of the higher pay grade for all hours worked.
- L. When school is cancelled due to inclement weather, second shift (3:00 p.m.-11:30 p.m.) employees must report to work at 8:00 a.m. or later when they can travel with reasonable safety at the direction of the Board to begin an eight (8) hour shift. Employees who call in sick for said day shift a second time in a fiscal year, must show a doctor's note of illness to receive the day's pay.

- M. Extra work shall be assigned at the work site by Seniority in rotation. Extra work shall be distributed as equally as possible. Any extra work outside their normal work site shall be assigned by the master list district wide in rotation.
- N. Bargaining unit members who work overtime for the Board of Education due to services needed for facility rental may be directed to perform custodial duties elsewhere within the building if it is secondary to the rental needs.
- O. The Board of Education may institute a third shift for any employees under this agreement. In this case, the parties shall negotiate over the impact of the institution of the shift, if any.
- P. All hours worked shall be recorded and submitted as determined by the Superintendent or his/her designee. Compensation shall be made in the next scheduled pay period.

ARTICLE VI HOLIDAYS

- A. All employees covered by this Agreement shall receive a full day's pay at their straight time rate of pay for the holidays listed below or the days celebrated as such, regardless of the day of the week upon which the holiday falls. When school is in session, employees shall work their assigned shifts.

The Day before New Year's Day
 New Year's Day
 Martin Luther King Day
 Presidents Day
 Good Friday
 Memorial Day
 Independence Day
 Labor Day

Yom Kippur
 Columbus Day
 Veteran's Day
 Thanksgiving Day
 Friday after Thanksgiving
 Christmas Eve
 Christmas Day
 One floating Holiday

Application for use of floating holidays will be by AESOP, submitted a minimum of forty-eight (48) hours prior to intended use. The only reasons for denial of properly submitted requests shall be: 1) No floating holiday time remains for the applicant; 2) Manpower at site of work of applicant would suffer and interfere with normal operations and no other employee can be used to cover the shortage. Any denial of a floating holiday shall be communicated at least twenty-four hours prior to the intended use.

- B. When a holiday listed in A above falls on a Sunday, and is celebrated on the following Monday as a legal observance of that holiday, then Monday will be granted as a holiday.

- C. When a holiday falls in a week during which an employee is on vacation, he/she shall receive the holiday.
- D. When a holiday listed in A above, falls on a Saturday and is celebrated on the preceding Friday as a legal observance of that holiday, then Friday will be granted as a holiday.
- E. No employee may use a paid sick day prior to or after a holiday, vacation day or authorized leave. The only exception is for those employees with an illness or injury documented by a doctor.
- F. At any time during the contract the Union or the Board may initiate discussions regarding floating holidays instead of holiday pay but there shall be no change unless such change is mutually agreed.

ARTICLE VII

VACATIONS

- A. Employees are awarded vacation days with pay on July 1 as follows:
 - 1. Employees who have completed at least six (6) months of service shall be allowed one week of vacation.
 - 2. Employees who have completed at least one (1) year of service shall be allowed two weeks of vacation.
 - 3. Employees who have completed at least five (5) years of service shall be allowed 3 weeks of vacation.
 - 4. Employees who have completed at least ten (10) years of service shall be allowed 4 weeks of vacation.
 - 5. Employees who have completed at least fifteen (15) years of service shall be allowed five (5) weeks of vacation except that employees hired after September 15, 2006, shall not be eligible for five (5) weeks of vacation until they have worked for Danbury Public Schools for twenty consecutive years as a member of the bargaining unit.

Years of service as of July 1 shall determine when an employee goes to the next step.

- B. Employees shall choose their vacations in order of their seniority. All requests for vacation shall be shared with the head/lead custodian prior to submission to AESOP within a reasonable time prior to the requested vacation. For vacation requests of five (5) consecutive days or more, the request must be submitted to AESOP not less than five (5)

work days prior to the first day of the requested vacation. Leave forms may be faxed to meet this deadline with the original sent through interoffice mail.

- C. The length of a vacation taken will be by mutual agreement of the Superintendent of Schools or his/her designee, and the custodian. The employer reserves the right to limit the number of employees on vacation at one time. The allowable number of custodians that may be out at one time is as follows: elementary schools – one (1) custodian; middle schools – three (3) custodians; high school – five (5) custodians. Additional individuals may be granted vacation with the permission of the Coordinator of Sites and Facilities. Requests for additional time without pay to extend vacations shall not be permitted.
- D. Vacation time accumulated may not be carried over past July 1. Upon the employee's written request, the Superintendent may grant up to five days vacation carryover or if in the best interest of the Danbury Public Schools, provided that no more than five such carryover days may be allowed at any one time. On occasion the Coordinator of Sites and Facilities may request an employee to voluntarily forgo his/her vacation due to shortages in coverage and/or unforeseen circumstances, which could result in an employee's vacation days expiring before it can be used by the employee. In this instance, an employee may be allowed to carry over unused vacation. However, this vacation time shall not exceed ten (10) days and must be used no later than December 1.
- E. No more than ten (10) consecutive vacation days may be taken except with specific permission from the Coordinator of Sites and Facilities. Notwithstanding this provision, if the use of ten (10) consecutive vacation days is approved and such days are used by the employee, no additional consecutive vacation day periods shall be approved for use within a thirty (30) day period. Vacation may be taken on professional development days and other days when students are not present and with the prior approval of the Coordinator of Sites and Facilities.

ARTICLE VIII

ASSIGNMENT OF PERSONNEL

- A. Seniority for employees governed by this Agreement shall be defined as the period of employment within the bargaining unit.
- B. New Employees shall be considered probationary during their first ninety (90) days actually worked (excluding absences). During the probationary period, the employee may be discharged at will, and in such event, the employee shall not have recourse to the grievance procedure. Furthermore, new employees will not attain seniority rights during the probationary period. However, upon completion of any employee's probationary period, his/her seniority and all other benefits and privileges shall date back to the date of his/her original employment.

- C. Any and all job vacancies must be posted electronically as soon as possible on the District's website, in the location designated for all District job postings, currently facilitated by the Applitrack service. The Human Resources Director or his/her designee shall make every reasonable effort to notify the Union Steward and the Mail Courier/Driver by email at the time of posting by forwarding the posting through the Applitrack system. All job vacancies must be posted for members of the bargaining unit for a period of ten (10) days and the Board shall make every reasonable effort to fill the position within thirty (30) days of the closing of the posting. Qualified bargaining unit members who have been determined to be qualified by the Coordinator of Sites and Facilities and have an acceptable performance record shall be offered the position prior to any other hiring, subject to the Board's right to test for promotional vacancies as set forth in this article. If two or more bargaining unit members qualify according to the above criteria, seniority shall prevail.
- D. The employer shall have the right to test employees for promotional vacancies. Promotional vacancies are defined as above the employee's current grade level. The Board may provide a test for every promotional vacancy where there are two or more applicants. Qualifications shall be based on an applicant's knowledge and experience and previous acceptable performance. Testing may be required for maintenance mechanic positions except where the position requires a trade license. Should testing be required, the Board shall indicate the components of the test (i.e. whether the test shall be oral or written) and shall identify a passing score. The test shall be administered to all candidates simultaneously. When qualifications for the vacancy have been determined to be equal among two or more candidates, then seniority shall prevail. Upon filling the promotional vacancy, any employee promoted shall serve in the new position on a thirty (30) days actually worked (excluding absences) trial period.
- E. All employees newly promoted from within the bargaining unit shall serve in the new position on a thirty (30) days actually worked (excluding any absences) trial basis, and shall work under the provisions of this Agreement. If a newly promoted employee elects to return to his/her prior position during the trial period, such return shall be allowed. Thus, no employee replacing a promoted employee has any rights to a position until such period has elapsed. If any newly promoted employee does not satisfactorily perform the job, the employer, at its sole discretion, may deny him/her regular status as a newly promoted employee. If an employee is denied regular status at his/her new position, the employee shall revert to his/her prior position.
- F. Layoff/Recall
1. In all cases of lay-off and rehiring, length of service in the bargaining unit will govern, provided that the employee to be retained by reason of greater seniority is qualified and capable of filling the remaining jobs.

2. In the event it becomes necessary to reduce the number of bargaining unit members, employees shall be laid off in inverse order of seniority within the bargaining unit, subject to the following. The least senior employee within a classification so affected may displace the least senior employee within a lower classification (in order from higher to lower) provided that he/she has greater seniority and is qualified and capable of filling the job. Any employee so displaced may similarly displace the least senior employee in a lower classification, provided that he/she has greater seniority and is qualified capable of filling the job. No probationary, regular substitute or permanent employee shall be laid off from any position while a temporary or substitute employee is still employed.

The Board of Education shall give written notice to the employee and the Union of any proposed layoff and reasons therefore, a minimum of twenty (20) calendar days prior to the effective date of layoff.

3. Laid off permanent employees shall have recall rights for a period of two (2) years from the date of layoff. Said employees shall be recalled by inverse order of layoff, with the most senior employee on layoff who is qualified and capable to fill the vacant position the first to be recalled.

Recalled employees shall be credited with sick leave and seniority rights accumulated prior to a layoff, unless the same are limited or abridged by some other provision of this Agreement.

Any employee who refuses recall shall lose all further recall rights. Failure to report to work within twenty (20) working days following notice to report, sent by registered or certified mail to the employee's last known home address as it appears in the records of the Personnel Office, shall relieve the Board of any further obligation under this section of the Article. It is the employee's responsibility to notify the Personnel Office in writing of any change in address. Notwithstanding the aforesaid, upon written request of the employee, the Board may at its sole option extend the date when said employee must report back to work under this Section. Failure of the Board of Education to grant the requested extension shall not be a grievable matter by the employee or the Union.

- G. The Board will furnish the Union annually with an up-to-date seniority list of all employees in the bargaining unit. The seniority list will be for the period of January 1st through December 31st and said seniority list shall be posted on departmental bulletin boards.

H. Seniority shall be broken only by:

1. Discharge
2. Voluntary Quit
3. Unauthorized leave of absence without valid reason.

- I.
1. If an employee concern is identified, the Board of Education and the Union may discuss an involuntary transfer for the benefit of the employee and the district. This request by either party to meet for such discussion shall be made in writing.
 2. The Board of Education may at any time transfer an employee to a comparable position if it is determined by Superintendent or designee to be in the best interest of Danbury Public Schools, provided that the Board gives prior notice to the Union of the planned transfer, and meets with the affected employee(s) before the transfer occurs.

ARTICLE IX

HEALTH AND INSURANCE BENEFITS

A. Insurance

1. Those employees who already have access to another Teamsters Local 677 Health Services and Insurance Plan shall be ineligible to participate in the Custodians Health and Welfare Benefits Plan. All employees shall be asked annually to verify that he/she does not have access to another Teamsters Local 677 Health Services and Insurance Plan on a form provided by the Board of Education. The failure to tender such verification annually upon demand by the Superintendent or his designee may render such employee ineligible for participation in the Plan, which decision shall rest in the full discretion of the Superintendent or his designee.
2. Employer Premium Contribution
 - a. Commencing with the first day of July 2016, and for the duration of the current collective bargaining Agreement, the Employer agrees to make payments to the Teamsters Local 677 Health Services & Insurance Plan, 1871 Baldwin St., Waterbury, Conn. 06706, for all permanent members of the bargaining unit, irrespective of their status as a member or non member of the Local Union, from the first hour of employment subject to this collective bargaining Agreement as follows. Regular substitute employees are not eligible to participate in the Teamster's Health Insurance Plan.

- b. Commencing July 1, 2016, the Employer shall contribute to the respective Health Services & Insurance Plan the sum of \$10.25 per hour for each hour figured to the nearest quarter hour for which an employee covered by this Agreement receives pay up to a maximum of forty (40) hours but not more than four hundred and ten dollars (\$410.00) per week for any one employee.
- c. Commencing July 1, 2017, the Employer shall contribute to the respective Health Services & Insurance Plan the sum of \$10.25 per hour for each hour figured to the nearest quarter hour for which an employee covered by this Agreement receives pay up to a maximum of forty (40) hours but not more than four hundred ten dollars (\$410.00) per week for any one employee.
- d. Commencing July 1, 2018, the Employer shall contribute to the respective Health Services & Insurance Plan the sum of \$10.50 per hour for each hour figured to the nearest quarter hour for which an employee covered by this Agreement receives pay up to a maximum of forty (40) hours but not more than four hundred and twenty dollars (\$420.00) per week for any one employee.
- e. For the purpose of this Article, each hour paid for or any portion thereof, figured to the nearest quarter hour as well as hours of paid vacation, paid holidays and other hours for which pay is received by the employee shall be counted as hours for which contributions are payable.
- f. If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contribution of 40 hours for a period of four (8) weeks.
- g. If any employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions of 40 hours shall not be paid for a period of more than twelve (12) months.
- h. All contributions shall be made at such time and in such manner as the Trustees require, and the Trustees shall have the authority to have an independent Certified Public Accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Health Services & Insurance Plan.
- i. If an Employer fails to make contributions to the Health Services & Insurance Plan within 72 hours after the notice of delinquency has been sent to the Employer in writing, the Local Union shall take whatever steps are necessary to secure compliance with this Article, any provisions of this Agreement to the contrary notwithstanding, and the Employer shall be liable for all costs of

collecting the payments due together with attorneys' fees and such penalties which may be assessed by the Trustees. The Employer's liability for payment hereunder shall not be subject to the Grievance Procedure or arbitration as provided under this Agreement.

3. The Employer agrees to and has executed a copy of the Agreement and Declaration of Trust of Teamsters Local 677 Health & Welfare Fund. The Employer and Union which are signatory hereto ratify the designation of the Employer and the Employee Trustees under such Agreement, and ratify all action already taken, or to be taken by such Trustees within the scope of their authority.

ARTICLE X

AUTHORIZED ABSENCES

A. Sick Leave

1. Sick leave with full pay shall be seventeen (17) days per year cumulative to 170 days. Sick leave during the first year of employment shall be earned on a monthly pro-rata basis.
2. If a member of the unit is out sick four (4) consecutive days, a doctor's letter must be presented to return to work.
3. If an employee is sick and cannot report to work, he/she shall notify the office of the Coordinator of Sites and Facilities and the Head Custodian/working foreman through AESOP before his/her shift is scheduled to begin, allowing for as much notice as possible.
4. An employee who leaves work early due to illness shall be charged a half sick day.
5. Employees who call in sick for a day shift, during a general cancellation due to inclement weather, for a second time in a fiscal year, must show a doctor's note of illness to receive that day's pay.
6. No employee may use a sick day prior to or after a holiday. The only exception is an employee who can document an illness.

B. Leave of Absence

1. Any employee, with seniority rights, may be granted a leave of absence if submitted in writing and approved by the Superintendent or his designee with notification to the Union Business Agent without loss of seniority rights. A leave of absence shall be understood to mean absence from work without pay or any

other benefits, subject to the provisions of the Family and Medical Leave Act (FMLA). A leave requested by an employee, and approved by the Employer, will be for an agreed period of time, but in no instance will the leave be for more than one year. During the period of absence, the employee shall not engage in gainful employment. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved.

2. Upon return from a Leave of Absence, the Employee shall be allotted additional sick time; vacation time, personal days, and other similar benefits in an amount that is pro rated to reflect the number of months of active employment remaining in the year. This provision shall not apply to those employees whose leave is covered by Connecticut's Workers' Compensation statutes.
3. No later than thirty (30) days prior to the expiration of the approved Leave, the Employee shall provide written notice to the Director of Human Resources of his/her intent to return to active employment at the expiration of the Leave. Failure to provide timely written notice shall constitute a resignation of employment.
4. During the period of absence, the employee shall not engage in gainful employment. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved.
5. The employer agrees to comply with all State and Federal mandates concerning occupational safety and health, military leave and FMLA.

C. Funeral Leave

Absence from work because of death in the employee's immediate family shall be excused and compensated for under the following conditions:

1. If explicitly reported, absence of a member of the unit due to the death of a husband, wife, parent, parent-in-law, child, brother, sister, stepchild, grandchild or a member of the immediate household shall be permitted without loss of pay or deduction from vacation or personal days. Such absence shall not exceed five (5) days for each such death.
2. Subject to the conditions outlined above, absence of pay will be allowed for the death of an uncle, aunt, nephew, niece, first cousin, grandparent, brother-in-law and sister-in-law. Such absence shall not exceed one (1) day for each such death. One additional day may be granted where required for travel to the funeral.

D. Personal Leave

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

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

Such unit member may use one (1) such personal day without stating a reason (a "no tell" day) during each year of this agreement.

2. A unit member with less than three (3) years of service shall be permitted to take one (1) work day of leave with salary, annually, for the conduct of such matters that cannot be conducted during work hours. An additional two (2) days of personal leave may be granted to the unit members at the discretion of the Coordinator of Sites and Facilities or his/her designee. Such leaves shall not be unreasonably denied.
3. Application for leave shall be made as far in advance as is practicable to the Coordinator of Sites and Facilities through AESOP, who shall approve or deny such requests and, except for an emergency, shall be made at least forty-eight (48) hours prior to the date of the leave and shall state the reason for such leave. Employees shall not be permitted to take personal leave before or after taking sick leave, unless the employee documents an illness with a doctor's note for their sick leave.
4. A request for personal leave, with salary, for the day before or after the day immediately following a holiday, vacation or school recess will be considered only in an emergency. Employees may request a personal leave in full day or half day increments.

E. Jury Duty

The employees must notify the Superintendent or his/her designee within three (3) school days of the receipt of his/her jury summons. If the employee so desires, or if in the judgment of the Superintendent or his/her designee the employee's absence would create an undue interruption in custodial services the Superintendent may seek to have the employee excused from jury duty. Failure to so notify the Superintendent will mean that

the employee called for such duty will not receive his/her salary and the leave will be considered a leave of absence without pay.

ARTICLE XI

EMPLOYMENT PRACTICES

A. Non-Discrimination Clause

1. The Board agrees to continue its policy of not discriminating against any member of the bargaining unit on the basis of race, color, religion, sex, national origin, age, marital status, ethnic origin, sexual orientation, genetic information, physical or mental disability or membership or participation in, or association with, the activities of any organization.
2. The provisions of this Article are included in the Agreement for informational purposes only, and shall not be subject to the grievance procedure.
3. Nothing in this Agreement shall in any way limit or contravene the authority of any state or federal board, commission, agency, or other governmental body; nor limit either party to this contract from complying with any state or federal law, rule, or regulation. However no such action shall supersede any provision of the contract protected by the provisions of 7-474 of the Connecticut General Statutes.

B. Discipline and Discharge

No bargaining unit member shall be given a written reprimand, suspension or termination without just cause.

C. Health and Safety

One member of the bargaining unit may be selected by the Union to serve on the Board's Health and Safety Committee for the purpose of ensuring a safe working environment, unless as otherwise required by law.

After consultation with the Union, the Board reserves the right to establish a dress code for unit members. Hemmed shorts of reasonable length may be worn by bargaining unit members between May 1 and September 30. The Coordinator of Sites and Facilities shall determine the appropriateness of shorts (length and type), as well as those circumstances when safety concerns prevent shorts from being worn.

D. Prior Rights

Any and all rights and benefits enjoyed by the employees prior to the date of this Agreement will not be denied with the exception of changes related to the policy and

regulation for smoking in or on school buildings/ property to them unless the parties, through collective bargaining, mutually agree to changes or have specifically waived any of the rights and benefits.

ARTICLE XII **COMPENSATION**

A. Wages

All members of the unit shall be paid in accordance with the salary schedules annexed hereto and designated as Appendix A.

1. All rates shown in Appendixes A through C are hourly rates.
2. All new employees, except Maintenance Mechanics, shall receive \$.50 cents per hour less than the prevailing rate during the first three (3) months of employment. The new employee shall receive \$.25 cents per hour less than the prevailing rate during the fourth through twelfth months of employment. After one year, the prevailing rate shall be paid.
 - a. Persons employed as Maintenance Mechanics shall receive the hourly rate designated for Maintenance Mechanic (Training Level) for a period of three (3) months after appointment to the position. However, no employee transferred to the position of Maintenance Mechanic shall receive less than his/her hourly rate of pay at the time of transfer
 - b. All licensed mechanics shall receive a annual stipend in the amount of \$700.00.
3. All employees shall participate in Direct Deposit.

B. Position Classification

Grade 1	Custodian
Grade 2	Maintenance Mechanic 1
Grade 3	Head Custodian Elementary (days) Junior High (nights)
Grade 4	Head Custodian High School (Nights)
Grade 5	Maintenance Mechanic II Drivers Head Custodian Junior High (days)
Grade 6	Head Custodian High School (Days)
Grade 7	Working Foreman

C. Longevity

Upon completion of 5, 10, 15 or 20 years of full time service to the Board of Education, a longevity payment will be made in full within the salary payment immediately following the anniversary date of employment. Such payments are as follows:

- a. 5 years or more: \$255
- b. more than 10 years: \$555
- c. more than 15 years: \$655
- d. more than 20 years: \$1200

D. Pension Plan

It is recognized by the parties to this Agreement that the City of Danbury maintains a Pension Program and that this program provides for "any person regularly employed by the Employer (Board of Education) on a full-time basis other than policemen, firemen, members of the State Teachers' Retirement System or elected officials." A copy of the plan is available in the office of the Superintendent of Schools.

E. Tax Sheltered Annuity Plans

Deductions required for participation in a tax sheltered annuity program shall be provided by the administration through salary withholding. The tax sheltered annuity deductions shall remain unchanged throughout the year except when termination of policy is authorized.

1. The Board and the Union will annually review, no later than April 30, the provisions for the Tax Sheltered Annuity Programs, which shall be cooperatively developed.
2. All changes in tax sheltered annuity programs must be done prior to August 15 to be effective September 1 and prior to February 15 to be effective March 1.

ARTICLE XIII
DURATION


The provisions of this Agreement shall be effective upon signing and shall continue and remain in full force and effect from the date of execution and shall terminate on the 30th day of June, 2019, unless either party shall give written notice to the other party at least one hundred and twenty (120) days prior to such expiration date of a desire to amend or terminate this Agreement.

Dated at Danbury, Connecticut, this _____ day of _____, 2016.

DANBURY BOARD OF EDUCATION

TEAMSTERS LOCAL UNION NO. 677

By 
Eileen Alberts, Chair

By 
John Capobianco, Business Agent
Sec 7 Res 677

Date: 10.05.16

Date: 13 OCT 16

Appendix A

Wages

	<u>Effective</u> <u>7/1/2016</u>	<u>Effective</u> <u>7/1/2017</u>	<u>Effective</u> <u>7/1/2018</u>
Grade	2.5% GWI	2.5% GWI	2.25% GWI
1	22.27	22.83	23.34
2	23.66	24.25	24.79
3	24.35	24.96	25.52
4	25.05	25.68	26.26
5	26.90	27.57	28.19
6*	29.00	29.72	30.39
7	30.09	30.85	31.54

* Grade 6 wage scale shall increase by \$.50 in Year 1 prior to GWI adjustments.