

# **COLLECTIVE BARGAINING AGREEMENT**

***By and Between***

**DANBURY BOARD OF EDUCATION**

***and the***



**UNITED PUBLIC SERVICE EMPLOYEES UNION**

**Danbury BOE Secretaries/IT Employees**

**Local 424 - Unit 94**

**July 1, 2015 to June 30, 2018**

## TABLE OF CONTENTS

Article	Page
I General .....	1
II Recognition .....	2
III Negotiations .....	2
IV Grievance Procedure .....	2
V Compensation .....	4
VI Insurance Benefits .....	5
VII Conditions of Employment .....	8
VIII Holidays .....	10
IX Vacations .....	11
X Authorized Absences .....	13
XI Employment Practices .....	16
XII Savings Clause .....	20
XIII Preservation of Rights .....	20
XIV Dues Deduction/Agency Fee .....	20
XV Duration .....	21
XVI Miscellaneous .....	21
Appendix A Classification by Grade .....	23
Appendix B Wages .....	25
Appendix C Wage Categories for Information Technology Workers .....	26

## **ARTICLE I GENERAL**

THIS AGREEMENT IS MADE AND ENTERED INTO by and between the DANBURY BOARD OF EDUCATION (hereinafter referred to as the "Board") and UPSEU, (hereinafter referred to as the "Union").

- A. This Agreement is negotiated under Sections 7-467 through 7-477 of the General Statutes of the State of Connecticut in order (a) to fix for its term the salaries and other conditions of employment provided herein, and (b) to encourage and abet effective and harmonious working relationships between the Board, the Secretarial/Clerical staff and Information Technology ("IT") workers
- B. To this end, the Board and the Union recognize the importance of orderly, just and expeditious resolution of issues which may arise as a result of those provisions of this Agreement dealing with salaries and conditions of employment under Sections 7-467 through 7-477 of the General Statutes of the State of Connecticut.
- C. The Board and the Union recognize the importance of responsible participation and support given by bargaining unit members in order that the best possible education be achieved for the children of Danbury.
- D. This Agreement shall constitute the full and complete agreement between the Board and the Union in the subject areas covered by the Agreement for the duration of this Agreement unless changed by the mutual consent of the parties to this Agreement. Such mutually consented to change shall be in writing. Previously adopted policies, rules or regulations in conflict with this Agreement are superseded by this Agreement. However, nothing in this Agreement which changes pre-existing Board policy will have retroactive applicability or operation.
- E. Subject to the provisions of this Agreement, the Board and the Superintendent reserve and retain full rights, authority and discretion, in the proper discharge of their duties and responsibilities, to control, supervise and manage the School Department of the City of Danbury and its staff under governing law, ordinances, rules and regulations -- Municipal, State and Federal. In all matters under this Agreement calling for the exercise of judgment or discretion on the part of the Board, the decision of the Board shall be final and binding, except where some standard of grievability is set forth in this Agreement and may apply.

## **ARTICLE II RECOGNITION**

The Board recognizes UPSEU, ("Union") as the sole and exclusive bargaining representative for the purpose of collective bargaining on matters of wages, hours of employment and other conditions of employment for all Information Technology workers and office personnel, excluding employees listed below engaged in secretarial, fiscal, clerical and IT work (hereinafter referred to as "members of the unit") in the public school system of the City of Danbury, pursuant to the Labor Board certification/decision #4810. The Union agrees to represent equally all regular personnel without regard to membership or participation in the activities of the Union.

- a. Temporary/seasonal employees are defined as those who work fourteen (14) weeks or less per year.
- b. Part-time employees working less than seventeen and one-half (17-1/2) hours per week.
- c. Notwithstanding Section b. above, part-time employees performing IT work and working less than twenty-five (25) hours per week.
- d. Other excluded personnel are: Secretary to the Director of Human Resources; Secretary to the Superintendent of Schools; Secretary in the Superintendent's Office; the Coordinator Special Services/Bookkeeping; Coordinator of Payroll and Assistant to the Director of Finance.

## **ARTICLE III NEGOTIATIONS**

- A. All negotiations shall be conducted in accordance with the provisions of the Title 7 Municipal Employees Relations Act (C.G.S. Section 7-467, et seq.).
- B. The Classification by Grade Plan, which is part of this Agreement, and covers all positions within the bargaining unit, except for IT workers, is found in Appendix A, and the wage schedule shall be known as Appendix B. The Board agrees to negotiate with the Union concerning any changes affecting wages, fringe benefits or working conditions.

## **ARTICLE IV GRIEVANCE PROCEDURE**

- A. Definitions
  1. A "grievance" is a complaint by the union or one or more members of the unit which alleges a violation, misinterpretation or misapplication of a specific provision of this Agreement.
  2. An "aggrieved person" is a person or group of persons or union making a complaint as described in Section 1 above.

- B. Purpose: The purpose of this procedure is to secure, at the lowest possible administrative level, solutions to the problems which may, from time to time, arise affecting the welfare or working conditions of members of the unit. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- C. Procedure: Since it is important that grievances or disputes be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended, in writing, by mutual agreement.

Failure by the grievant at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.

An employee may, if any administrator or the Board of Education fails to render his/her/its decision within the specified time limits, process his/her/its grievance to the next higher level.

When grievance hearings or contract negotiations are held during the work day, members of the negotiating and grievance committees of the Union shall be allowed to attend such hearings or negotiations without loss of pay. (Two (2) members of the grievance committee shall be allowed to attend meetings and hearings related to grievance without loss of pay.)

1. Level One - Principal or Immediate Superior

- a. A member of the unit with a grievance or dispute shall first discuss it with her/his immediate supervisor or principal, either directly or through a Union representative, with the objective of resolving the matter informally. Any grievance not presented for disposition within thirty (30) working days (or the date the member should have known) of the occurrence of the conditions giving rise thereto, shall not thereafter be considered a grievance under this Agreement.

2. Level Two - Superintendent of Schools

- a. In the event that such aggrieved member of the unit is not satisfied with the disposition of her/his grievance at Level One, or in the event that no decision has been rendered within ten (10) school days after presentation of the grievance, she/he may file a written grievance with the Superintendent or her/his designee within five (5) school days after the decision at Level One or fifteen (15) school days after the grievance was presented, whichever was sooner.
- b. The Superintendent or his/her designee shall represent the administration at this level of the grievance procedure. Within ten (10) school days after receipt of the written grievance by the Superintendent, the Superintendent or his/her designee shall meet with the aggrieved person in an effort to resolve it. The aggrieved person may be accompanied by a representative of the Union.

3. Level Three - Board of Education

- a. In the event that the aggrieved person is not satisfied with the disposition of her/his grievance at Level Two, or in the event no decision has been rendered within ten

(10) school days after she/he has first met with the Superintendent, she/he may file the grievance in writing with the Board.

- b. Within ten (10) school days after receiving the written grievance, the Board shall meet with the aggrieved person for the purpose of resolving the grievance.
- c. Upon mutual agreement of the Union and the Employer, the parties may elect to waive the Level Three – Board of Education level of the grievance procedure and proceed directly to Level Four.

4. Level Four - Impartial Arbitration

- a. In the event that the aggrieved member of the unit is not satisfied with the disposition of her/his grievance at Level Three, or in the event no decision has been rendered within ten (10) school days after she/he has first met with the Board, she/he may, within five (5) school days after a decision by the Board or fifteen (15) school days after she/he has first met with the Board, whichever is sooner, present a request in writing to the Union Official to submit her/his grievance to arbitration within fifteen (15) school days after receipt of a request by the aggrieved person, in accordance with the provisions of Section 7-472 of the Connecticut General Statutes.

- D. Other. A grievance may be processed at Levels 1, 2, and 3 either by a member of the unit or by the Union. A grievance may be brought to Level 4 only by the Union.

## **ARTICLE V COMPENSATION**

A. Wages

All educational secretaries shall be paid in accordance with the wage schedule annexed hereto and designated as Appendix B.

Such wages shall be paid in 23/26 payments. If the District opts to eliminate the 48 week position, no member shall be negatively impacted and shall have the option to change their respective position to either a 46 or 52 week position, at the discretion of the employee.

Effective, July 1, 2017, all such wage payments shall be issued by mandatory direct deposit to an account designated by the employee.

B. Longevity

- 1. In recognition of continuous service in the City of Danbury Public School System the Board will add to the annual salary of all qualifying members of the unit a longevity supplement.

- a. Each longevity supplement, for employees hired on or before June 30, 2000, shall be: 15 years - \$30/wk; 20 years - \$60/wk (total); 25 years \$90/wk (total). Employees hired on or after July 1, 2000 shall be entitled to the following longevity

supplement: 15 years - \$15/wk; 20 years - \$30/wk (total); 25 years – \$45/wk (total).  
IT workers employed as of July 1, 2008 shall be entitled to the following longevity  
supplement: 15 years - \$15/wk; 20 years - \$30/wk (total); 25 years – \$45/wk (total).

- b. Continuity of employment will not be considered broken by an approved leave.
- c. Approved leave shall not count as accrued time in qualifying for a longevity supplement.
- d. Longevity payments will commence at a date on or near the employee's anniversary date of employment.
- e. IT Workers hired on or after July 1, 2008 shall not be eligible to receive longevity supplements.

C. Overtime

- 1. If an educational secretary is requested by his/her superior to work more than forty (40) hours in any one week period or on Saturday, compensation shall be at a rate equal to one and one-half times his/her regular rate of pay or compensatory time equal to one and one-half times the hours worked. Any hours worked between thirty-five (35) and forty (40) hours per week shall be paid at regular straight time hours.
- 2. Double time shall be paid on the same basis explained above for work on Sunday or legal holidays.
- 3. Information technology workers are considered exempt employees and are not eligible for overtime, although they may receive compensatory time when extra hours are approved in advance and in writing by the IT Supervisor.
- 4. The IT supervisor is an exempt employee and is not eligible to receive either overtime pay or compensatory time.

D. A unit member who is assigned temporarily by the Board or its designee to perform the duties of a higher job classification shall, after the-tenth day of such assignment, be paid at the rate of the higher position as follows:

- 1. The employee will be entitled to receive an hourly wage that is the same percentage of the maximum hourly rate of the new grade that the employee earned with respect to the maximum hourly rate of the former grade level.

**ARTICLE VI  
INSURANCE BENEFITS**

A. All personnel covered by this Agreement, and defined as full-time employees by this agreement, shall be eligible to receive health and insurance coverage for themselves as individuals or for themselves and their families in accordance with programs as specified below.

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

- B. The Board shall provide bargaining unit members with health insurance benefits for themselves and, where applicable, family members, including dependents to age twenty-six through the CIGNA plan for the period July 1, 2015 through June 30, 2018, at the cost sharing levels described in this Article.

1. Health Insurance Premium Contribution

- a. Each full-time employee (including IT workers) who is eligible to receive insurance benefits as a secretary shall contribute, through monthly payroll deduction, the following percentages of the annual premium for medical and dental insurance benefits coverage:

<u>Work Year</u>	<u>Percentage Contribution</u>
2015-16	13.0% of annual premium (Effective September 1, 2015)
2016-17	13.5% of annual premium
2017-18	14.0% of annual premium

2. HDHP/HSA Plan. The Board shall offer health insurance benefits in the form of a High Deductible Health Plan/Health Care Savings Account, with the following features:

- a. \$2,000/\$4,000 single/family annual deductible.
- b. Preventative Care on a no deductible basis.
- c. 90%/10% coinsurance for amounts above the deductible, to an out of pocket maximum in this tier of:
- |         |                            |
|---------|----------------------------|
| 2015-16 | \$250 single; \$500 family |
| 2016-17 | \$250 single; \$500 family |
| 2017-18 | \$250 single; \$500 family |
- d. The Board shall provide annual payments directly to the insured's HSA account in the amounts as follows:
- |         |                                |
|---------|--------------------------------|
| 2015-16 | \$1,500 single; \$3,000 family |
| 2016-17 | \$1,500 single; \$3,000 family |
| 2017-18 | \$1,500 single; \$3,000 family |

3. For the duration of this Agreement, Term Life Insurance shall be provided by the Board, to be equal to one and one-half (1 1/2) time the bargaining unit's member's total annual salary. Employees may purchase additional life insurance during open enrollment at the group rates.

4. Dependent Term Life Insurance:

- a. Spouse - \$2,000



- b. Children - \$1,000 (six (6) months to age twenty-one (21); \$100 (fourteen (14) days to six (6) months).
- 5. Survivor's Insurance - the designated beneficiary of a deceased bargaining unit member will receive \$200 per month for two (2) years plus \$100 per month for eight (8) years. The specifics as outlined by master policy.
- 6. Full-time employees of the bargaining unit shall receive CIGNA long-term disability insurance, or a plan substantially equal to the coverage, benefits and function.
  - a. Sixty percent (60%) of salary, not to exceed \$3,000 per month, for bargaining unit members who suffer a long term disability. Subject to approval by the carrier, this insurance will become effective after ninety (90) calendar days of disability or when accrued sick leave in excess of ninety (90) calendar days is exhausted.
  - b. The specific benefits provided are as defined in the master policy.
- 7. CIGNA Dental Plan -- or a plan substantially equal to the coverage, benefits, and function to members of the bargaining unit.

The specific benefits provided for the individual bargaining unit member or, where applicable, the family, including dependents to age nineteen (19), dependent students to age twenty-five (25) are as follows:

Preventive - 100% of charges incurred

Routine - 80% of charges incurred

Major - 60% of charges incurred

Maximum coverage - \$1,500 annually

Orthodontics - 50%

Orthodontics Maximum - \$2,000 lifetime

Individual Deductible - \$150

Family Deductible \$300

- 8. The Board reserves the right to change the health insurance carrier at any time, provided that the overall level of benefits remains substantially equivalent to those currently offered. At least sixty (60) days prior to changing carriers, the Board, or its designee, shall notify the President of the Union in writing. Upon request the parties shall meet to discuss the proposed change. Should the Union and the Board disagree that the changes proposed will provide equivalent coverage, benefits and administration, the disagreement shall be subject to impartial arbitration, as set forth in Article IV of this Agreement, preferably before an arbitrator with experience and expertise in insurance matters.

- C. Whenever a bargaining unit member is absent from school as a result of personal injury compensable under the Connecticut Workers' Compensation laws and caused by an accident (other than an assault) arising out of and in the course of his or her employment, he or she may elect to charge all or part of such absence during the period of temporary disability due to the accident to the sick leave days to his or her credit. If he or she elects payment, he or she shall receive the pay to which he or she is entitled less any workers' compensation award made for the temporary disability. In the absence of such election his or her sick leave credits shall not be reduced by any compensation payments. Acceptance of sick leave payments shall constitute election to charge the absence for such period to the sick leave days to his or her credit.
- D. All secretarial staff members retiring after 10 years of service from employment as such with the Board shall be allowed to purchase health insurance only, through the program provided by the Board at group rates until age seventy (70).
- (1) Should the retiree have a spouse who has not attained the age of seventy (70) the retiree may elect to keep the spouse in the program until age seventy (70).
  - (2) Retirees may continue Major Medical coverage beyond the age of seventy (70) provided such coverage is available within the master insurance policy carried by the Board.
  - (3) The cost of all such coverage shall be at the retiree's expense.
- E. Those who work less than one-half (1/2) time, or part-time as defined by this Agreement, are not eligible for benefits provided in this Article.
- F. All full-time employees hired after July 1, 1991 shall be provided the benefits in this article after the completion of 90 calendar days of employment.
- G. Personal Injury - If a unit member is assaulted while acting in the discharge of his or her duties or within the scope of his or her employment or under the direction of the Board or its designee in accordance with Conn. Gen. Stat. Section 10-236a, the unit member shall not forfeit any sick leave or personal leave for any absence arising out of or from such assault.

## ARTICLE VII CONDITIONS OF EMPLOYMENT

A. Work Day

1. The work day of all members of the unit compensated in accordance with the established Salary Schedules (Appendix B and C) shall be seven (7) hours, not including unpaid lunch.

It is understood that exempt bargaining unit members may need to work more than seven (7) hours in a given day and, if requested to do so and the unit member agrees to work additional time, this additional time will not be subject to overtime.

The work day of the IT supervisor shall be eight (8) hours, not including unpaid lunch.

2. Starting time, lunch period, and quitting time shall be established by the member's immediate supervisor subject to the approval of the Superintendent. The schedules of IT workers, including their building assignments, shall be established by their immediate supervisor. IT workers are not necessarily assigned to a specific building and/or location, and may not have the same schedule as other employees assigned to a particular location.
3. Each employee shall be allowed a ten (10) minute paid coffee break in the a.m. and p.m. to be taken according to available time in their school and mutually agreed upon time with their supervisor.

B. Work Week

1. The work week will consist of five (5) days: Monday through Friday.
2. Information technology workers who work twenty-five (25) or more hours per week are considered full-time employees, those who work less than twenty-five (25) hours are considered part-time for the purposes of this Agreement.

C. Work Year

1. Any change in a unit member's work year will be discussed with the Union and the employee to be affected before it is instituted; however, all final decisions as to an employee's work year are reserved to the discretion of the Board. Absent exceptional circumstances, all positions shall be designated as either 46 week positions or 52 week positions. If the District opts to eliminate the 48 week position, no member shall be negatively impacted and shall have the option to change their respective position to either a 46 or 52 week position, at the discretion of the employee.

If there is a change to a unit member's work year, the Employer shall provide at least one (1) months' notice.

A work year schedule containing start and end dates shall be published by the Director of Human Resources to all members by May 1 preceding the next school year.

2. The Board shall provide two (2) paid days per year on the normally scheduled Professional Development days for the purpose of professional development relevant to secretaries or, of none, in the Superintendent's discretion, the secretaries may use such designated days for work. Said professional development work days shall be subtracted from the number of days either before or after the school year. The District shall continue to provide paid professional development training for IT workers specific to the employee's job duties.

D. Emergency Closing

1. In the event the school and school offices do not open because of an emergency (Civil Defense, storms, loss of heat, etc.) fifty-two (52) week employees shall be required to report to work ninety (90) minutes after the normal start of the work day, except upon a call by the Superintendent or designee for all staff not to report. If the unit member believes that it is impossible to report to work due to road conditions or other safety issues based on, but not limited to, distance traveled, etc., then, if the unit member does not report to work, said

member shall have the option to use a personal day or vacation day rather than report to work.

2. Fifty-two (52) week employees are expected to report for work on all days other than listed holidays and vacation periods.
3. If the school year is extended because of emergency closings, the work year of non-52 week employees shall be extended by a corresponding number of days. If the Central Office is closed due to weather-related emergency, the work year of non-52 week employees shall be extended by a corresponding number of days, and all non-52 week employees shall be entitled to one additional floating holiday to be used prior to May 15 of that calendar year. Floating holidays granted under this section may not be used in conjunction with any other floating holiday or vacation day granted by this contract.
  - a. If the work year is extended beyond July 4, the affected bargaining unit members shall receive July 4<sup>th</sup> as a paid holiday.
4. In the event that any individual school or school office must be closed due to lack of heat (i.e., not meeting the statutory degree requirement), or there is insufficient water to maintain personal hygiene, or it is judged unsafe for occupancy by any Federal, State or local authority, the unit member shall be released from work and suffer no loss of pay until such condition is corrected, and shall not have their work year extended without additional compensation. IT workers may be reassigned to other locations in these circumstances.

E. School Closings

If schools and offices are closed early as a result of snow/hazardous conditions, all secretaries who work in schools shall be allowed to leave in accordance with a schedule distributed by the Superintendent of Schools and shall not suffer any loss of pay. In no case shall this schedule require employees to remain more than one (1) hour after the early dismissal time for their particular school. All secretaries who work in a non-school setting will end their day at 2:00 p.m.; lunch may not be taken between the hours of 1:00 p.m. to 2:00 p.m. If the Board of Education increases the length of the day for early dismissal, that additional time will also be added beyond the 2:00 p.m. end of the work day. This end of the work day does not apply if it is not snowing but school has been dismissed as a precaution.

If school is closed early due to an emergency in which the Governor of Connecticut releases all non-essential employees to leave work, all bargaining unit members shall also be released.

## ARTICLE VIII HOLIDAYS

- A. All secretaries and IT workers are authorized to be absent with pay on the following holidays or days celebrated as such except that if school is in session, or if the school administration does not observe the holiday, unit members shall work but shall be granted compensatory time. IT workers hired on or before July 1, 2012 will receive the following holidays, with the exception of the Floating Holiday. Compensatory time for such holidays must be approved in advance by the employee's

supervisor and the Human Resources Director. IT workers hired after July 1, 2012 will receive the following holidays:

Labor Day	Friday after Thanksgiving
Yom Kippur	Christmas
Columbus Day	New Year's Day
Veteran's Day	President's Day
Martin Luther King Day	Good Friday
Thanksgiving Day	Memorial Day
Independence Day	

- B. When Christmas or New Year's Day falls on any day of the week except Sunday or Monday, members of the unit shall also be absent with pay on the day before such holiday.
- C. Holiday pay shall be at a unit member's straight-time rate for the number of hours which constitute a full day for the unit member.

#### **ARTICLE IX VACATIONS**

- A. Fifty-two (52) week employees hired before July 1, 1991 are entitled to four (4) weeks (20 days) of vacation to be scheduled in consultation with member's immediate supervisor or the Superintendent of Schools.

Fifty-two (52) week employees hired after July 1, 1991 shall be entitled to three (3) weeks' vacation on July 1 following their first full year of employment through the end of the fifth year of employment, and four (4) weeks vacation thereafter.

Fifty-two (52) week employees hired on or after July 1, 2000 shall be entitled to three (3) weeks vacation on July 1 following their first full year of employment through the end of the tenth year of employment, and four (4) weeks thereafter.

Fifty-two (52) week employees hired on or after July 1, 2015 shall be entitled to two (2) weeks of vacation on July 1 following their first full year of employment through the end of the tenth year of employment, and three (3) weeks thereafter.

Non-52 week employees shall be entitled to three (3) weeks vacation on or after July 1 following their first full year of employment. The fifteen (15) vacation days shall be taken during each of the Holiday, Winter and Spring recesses. If the recesses do not total fifteen (15) days, the Board shall substitute floating vacation days. Requests to use floating holidays after May 1 shall be made no less than seven (7) days in advance to the Human Resources Director.

IT workers hired on or before July 1, 2008 shall receive four (4) weeks (20 days) of vacation to be scheduled in consultation with the employee's immediate supervisor. IT workers hired after July 1, 2012 shall receive vacation days in the same manner as 52-week secretaries in the bargaining unit, and shall schedule such vacation days in consultation with the employee's immediate supervisor.

- B. Non-52 week employees hired before July 1, 1991 who are transferred to a fifty-two (52) week position are entitled immediately to four (4) weeks of vacation provided the employee remains in the fifty-two (52) week position for one year.

Non-52 week employees hired on or after July 1, 1991 and before July 1, 2000 who are transferred to a fifty-two (52) week position are entitled immediately to three (3) weeks of vacation provided the employee remains in the fifty-two (52) week position for one (1) year. Said employees shall not be entitled to four (4) weeks of vacation until they have completed five (5) years of service as a unit member.

Non-52 week employees hired on or after July 1, 2000 who are transferred to a fifty-two (52) week position are entitled immediately to three (3) weeks of vacation provided the employee remains in the fifty-two (52) week position for one year. Said employees shall not be entitled to four (4) weeks of vacation until they have completed ten (10) years of service as a unit member.

Prior to completion of their first full year of employment, the fifty-two (52) week employees shall accrue, commencing with the thirteenth week of employment, vacation time at the rate of one-half (1/2) day per week up to July 1 of their first contract year, which shall not exceed three (3) weeks, but shall be no less than five (5) days. Any accrued vacation time shall be taken at a time approved by the member's immediate supervisor. In this first year of employment, bargaining unit members may use up to five (5) vacation days usable as accrued which days, if used, shall be deducted from the next year's allotment.

(e.g. an employee is hired on January 31, 1994, thirteen (13) weeks would end on April 30, 1994, therefore the employee would earn one-half (1/2) day per week from May 2, 1994 until June 30, 1994. May 2 - June 30 is 9 weeks x 1/2 day - 4.5 days vacation.) Minimum amount of five (5) days is more; therefore, the bargaining unit member has five (5) days of vacation to take during contract year July 1, 1994 - June 30, 1995. On July 1, 1995, the employee now is granted three (3) weeks vacation up front to be used during July 1, 1995 - June 30, 1996.)

After twenty (20) years of service, fifty-two (52) week employees and non-52 week employees hired on or before 6/30/00 will be entitled to one (1) additional week of vacation.

After twenty-five (25) years of service, non-52 week employees hired on or after 7/1/00 will be entitled to one (1) additional week of vacation.

After twenty (20) years of service, fifty-two (52) week employees hired on or after 7/1/2000 will be entitled to one (1) additional week of vacation.

- C. A member shall not combine available accrued vacation time and/or floating holidays so as to use more than two (2) consecutive weeks of vacation without the express written approval of the HR Director. Requests to combine available accrued vacation time, floating holidays, personal days or any other excused absence time must be submitted in writing no less than seven (7) days in advance. In addition, such requests to use time in this manner after May 1 must be submitted to the Human Resources Director no later than May 1. All bargaining unit members may accumulate and carry over into the next contract year up to and including five (5) vacation days.
- D. A unit member who is reassigned from one Group to another shall lose no entitlement to or accrual of vacation time for the year only in which the reassignment occurs.
- E. Upon request, members of the unit shall be provided with an accounting of vacation days remaining to the member for the current year.

## **ARTICLE X AUTHORIZED ABSENCES**

- A. Sick Leave
  - 1. Members of the unit are entitled to sick leave with full pay for personal illness as follows:
    - Fifteen (15) days: 182 day work year or less
    - Sixteen (16) days: 183 - 212 day work year
    - Seventeen (17) days: 213 day work year - 52 week work year
  - 2. Unused sick leave may be accumulated from year to year, so long as the member remains continuously in the service of the Board. Accumulation maximums are as follows:
    - one hundred fifty (150) days: 182 day work year or less
    - one hundred sixty (160) days: 183 - 212 day work year
    - one hundred seventy (170) days: 213 day work year - 52 week work year
    - \*Up to five (5) sick days per employee, per year, may be used for ill immediate family members.
  - 3. In the event of absence of a person for illness in excess of five (5) consecutive working days, the Board may, if it has reasonable cause to believe there is an abuse of sick leave policy, require an examination by an independent physician--such examination to be at Board expense.
  - 4. Members of the unit shall be credited with sick leave on a pro rata basis during their first year of employment.
  - 5. Upon request, members of the unit shall be provided with an accounting of his/her sick leave accumulation.

B. Personal Days

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

- a. absence required for legal matters (e.g., subpoena, house closing).
- b. graduation of a member of the immediate household.
- c. an emergency over which the unit member has no control.
- d. two (2) such personal day may be used without requiring the bargaining unit member to state a reason.

A unit member with less than three (3) years of service shall be permitted to take one (1) school day of leave with salary, annually, for the conduct of such matters that cannot be conducted during non-school hours. An additional two (2) days of personal leave may be granted to the unit member for the birth or adoption of their child. A request for such leave shall be made in writing to the Superintendent or designee.

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

Except in emergency situations, personal leave shall not be used during the first two (2) weeks of school, during the last two (2) weeks of school, or the last workday before or the first workday after a vacation or holiday period without the written approval of the Superintendent or his/her designee. Approval of such leave requests shall be at the sole discretion of the Superintendent or his/her designee.

C. Leave of Absence

1. Leave of absence for ill health, not to exceed one (1) years, may be granted without pay by the Board. The request for such leave must be made at least thirty (30) days prior to the commencement of the leave, and must specify the length of leave. No compensation or benefits of any kind shall be continued during such leave.
2. Upon return from leave, the member shall be assigned to the former position or an equivalent position at the discretion of the Administration and shall return at the attained grade level prior to the leave.
3. A member of the unit shall be entitled to take a leave of absence of up to twelve (12) months for purposes of child rearing immediately after the birth or adoption of a child. No compensation or benefits of any kind shall be continued during such leave. Unit members taking such leaves shall notify the Director of Human Resources at least six weeks in advance of the leave and shall state the requested date of return. Employees wishing to



return from such leave shall notify the Director of Human Resources in writing at least sixty (60) days prior to the end of the leave.

Failure to notify the Director of Human Resources of the intent to return at the expiration of the leave in writing in a timely fashion shall constitute a resignation.

A unit member returning from a leave shall be assigned at the discretion of the Superintendent or his designee and the Superintendent or his designee may, at his/her option, delay such reassignment until the beginning of the school year. Leave time shall not be counted for purposes of salary increases, seniority or accrual of any benefit. However, there shall be no loss of seniority and the individual shall be placed at his/her same step according to the salary schedule upon return to work.

D. Convention Leave

1. Convention leave, not to exceed five (5) days, will be granted with pay to two (2) members of the unit who may be selected to represent the Union at a convention called for the transaction of business to the welfare of the Union.

E. Absences Due to Death in the Immediate Family

1. If explicitly reported, absence due to the death of a spouse, parent, step-parent, grandparent, parent-in-law, child, grandchild, brother, sister, stepchild, or civil union partner shall be permitted without loss of pay, for up to five (5) days. Such bereavement days shall be taken consecutively, except in exceptional circumstances, to be determined in the discretion of the Superintendent or his designee.
2. Subject to these conditions, one (1) day of absence shall be allowed for the death of an uncle, aunt, nephew, niece, first cousin, brother-in-law or sister-in-law.

F. Religious Holidays

Members of the unit may be allowed leave, without loss of pay, for the observance of religious holidays of own sector group, not to exceed three (3) days.

G. Jury Duty

Any employee who is called to jury duty will be excused from duty with pay for a period of five (5) work days, or in such amount as may otherwise be provided by Connecticut State law. The employee shall receive a rate of pay equal to the difference between the jury fee and her/his weekly salary. If the employee is still required to serve on a jury following the expiration of the five day period, he/she shall be placed on an authorized leave of absence for the duration of the jury service. Such leave of absence shall be without pay, but all other benefits shall remain in place and unchanged for the duration of the leave.

H. Other

No member of the unit shall be absent from work except for personal illness unless permission shall have been obtained from the proper supervisor or the Superintendent. Leaves other than those defined herein may be granted at the discretion of the Superintendent.

I. Family Medical Leave Act (FMLA)

The Employer shall post the required general notice about the FMLA in all Board facilities. The general notice may be displayed as a poster in the facility or posted electronically. Employees may contact Human Resources with further questions and/or necessary paperwork regarding any request for FMLA.

**ARTICLE XI  
EMPLOYMENT PRACTICES**

A. Assignments

Assignments of members of the unit are arranged by the Superintendent of Schools, or his/her designee. IT Workers are considered district-wide employees and, as such, may be assigned to multiple schools and buildings.

B. Vacancies

- (1) Notices of all vacancies for unit member positions shall be posted on the District's web site for five (5) working days, unless an emergency exists to fill such vacancy at which time the Director of Human Resources shall authorize a shorter posting time, but in no case less than two (2) working days. At the time of the posting, the Human Resources Director and/or his designee shall notify the Unit President of the electronic posting. During this period, all employees who wish to apply for the open position, including employees on layoff, may do so. Any unit member who timely applies for such vacancy shall be guaranteed an interview before filling the position.

It is understood that unit members shall not be entitled to any preference in selection of the successful applicant.

- (2) All vacancies shall be filled on the basis of required qualifications, satisfactory past performance, proficiency or demonstrated aptitude to become proficient in applicable typing, data entry, computer, accounting, technology or language skills as required by the position, as well as an interview with the prospective supervisor. Skill testing shall be permissible insofar as such testing is sufficiently tailored to the functions of the vacant position. Administration of testing shall be standardized by the Human Resources Director in consultation with the Union. If two (2) or more employees seek the same position and qualifications have been determined to be equal, then the employee with the greater length of service in the bargaining unit shall be appointed to the vacant position.

- a. A member who is selected for an available position in a higher grade level than the position currently held shall be placed at the starting wage of the new grade, unless such

new grade's rate is lower than the employee's current wage, in which case the employee shall remain at his/her current wage rate plus 3%.

- b. No member of the unit may transfer to another position until the completion of one hundred twenty (120) working days in one position.
- (3) Whenever a vacancy is filled by appointment of someone new to the employ of the Board, the first three (3) months of employment are to be probationary and this should be included in the letter of appointment. During the probationary period, employees are at will employees and are not entitled to access the grievance provisions of this agreement in cases of discipline, including suspension and termination. No employee shall be terminated after the completion of her/his probationary period without cause.

After this period, an evaluation should be written by the employee's immediate supervisor and presented to the employee. If improvement in services is necessary, it should be stated clearly in this evaluation. If need for improvement is expressed, after another three (3) months the employee should be told whether or not she/he has shown improvement or continues to be unsatisfactory at which time she/he will be warned that if she/he does not improve her/his services will be terminated.

- a. The Office of Human Resource Department shall notify the Unit President of all new hires and their respective date of hire and end of probationary period as they occur and employee terminations as they occur.
- (4) Any substitute secretary that fills in for an absent secretary or a secretary on leave for more than two (2) months shall not be considered for that specific position if it becomes vacant due to the secretary's separation or a continuation of absence or leave. Said substitute may be considered for any other vacancy.

C. Involuntary transfers

- 1. Any member of the unit who is transferred involuntarily will be transferred to a comparable position only.
- 2. Whenever a member of the unit is transferred to a state or federally funded position, her/his status as a regular Board employee shall not be jeopardized.
- 3. No involuntary transfer is to be made without prior knowledge of and discussion with the member affected.
- 4. Any member who is involuntarily transferred shall receive at minimum one (1) months advance written notice, except for reasons due to budgetary cuts.

D. Position/Grade Level Review

- 1. When job requirements significantly change, the Board of Education will discuss with the Union the impact of the changes in the job requirements.
- 2. Effective with the date of this contract, a committee shall be formed that includes the Human Resources Director and a representative from the Union, for the purpose of reviewing the

grades assigned to each job in the bargaining unit. This committee shall convene at least two times during each year, and at each such meeting the committee shall review the tasks, duties and responsibilities of positions designated for review on a schedule agreed by the parties. The committee shall review each such position with the direct supervisor and any other administrator with direct knowledge of the position responsibilities. The committee shall determine whether or not to assign a new grade level designation to the position being considered. Any increase in grade level designation shall reflect an increase in responsibilities or a change in job functions; an increase in workload for existing responsibilities shall not in and of itself constitute sufficient grounds for an increase in grade level designation.

3. The decision of the Committee shall be reviewable only by the Superintendent, who shall have sole discretion in assigning a new grade level designation to a considered position. All decisions with regard to grade level designation shall not be grievable under the terms of this contract.

#### E. Termination & Discipline of Employment

##### 1. Notice of termination

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

##### 2. Staff Reduction-Layoffs

- a. Whenever it becomes necessary to reduce staff, the persons so affected will be entitled to a layoff procedure. Layoffs within each classification or category will take effect in the following order:
  - (1) Probationary employee
  - (2) Part time educational secretaries working seventeen and one-half (17½) hours or less per week, or IT workers working less than twenty-five (25) hours per week.
  - (3) Employees working more than seventeen and one-half (17½) hours but less than thirty-five (35) hours per week, or IT workers working more than twenty-five (25) hours but less than thirty-five (35) hours per week.
  - (4) Employees working thirty-five (35) hours or more per week.
  - (5) Within the job classification or category, the employee with the least seniority first.
- b. Laid-off employees, within the job classification or category, with the most seniority, shall be rehired first.

- c. Where possible, if a position is eliminated or absorbed, the employee in said position shall be transferred to a position within the same classification or category. If the employee is placed in a lower classification or category, she/he shall be paid at her/his present classification rate until a position within the original classification or category is available and a comparable position for which the employee is qualified is offered. If the employee refuses offered position, he/she will then be paid at the rate of the lower classification. If the position reopens, the employee shall have the first right to be transferred to said position. If more than one (1) position within the job classification for which she/he is qualified is eliminated, then seniority shall prevail in transfers to other positions within the same or a lower job classification or category for which they are qualified.
- d. Salary shall cease for the period of the layoff. However, seniority will be granted for the first six (6) months of the layoff. Seniority will only affect advancement in grade.

Health insurance benefits shall continue in effect during lay-off for a period of six (6) months unless and until the employee shall have obtained other employment. Any employee so employed shall immediately advise the Board of Education of the date of such employment so that the Board may discontinue coverage effective that date. Laid off unit members shall have a right to be recalled to any vacancy within the unit member's job classification or category for which they are qualified which occurs within twenty-four (24) months of layoff. Notification of recall from layoff will be by personal contact and/or written communication (via U.S. Certified Mail) to the last known address of the person. Acknowledgment of the notification must be made within seven (7) days of the contract or postal date of the letter, otherwise the person on layoff will be considered as voluntarily terminated. Return to work from layoff must be accomplished by three (3) weeks from notification or the person will be considered voluntarily terminated. A person on layoff has the right to refuse an opening in a lesser grade or category than that held prior to layoff. Refusal of an opening at the same grade level or category as that held prior to layoff will be considered voluntary termination. Upon return to work from layoff, the employee will have any accrued sick time, or vacation days up to five (5), applied to the sick or vacation time totals.

- e. Exceptions to the use of seniority in selecting employees for lay-off and recall may be made by the Board in rare circumstances for just cause. Any determination of just cause shall be subject to the provisions of the grievance procedure set forth in Article IV, and an arbitrator's decision as to this issue shall be final and binding on all parties.

- e. The Board shall notify the Unit President of all temporary or regular part-time positions and the expected length of time of said positions while bargaining unit employees are on lay off.

3. Discipline

- a. The parties encourage informal discussion between the supervisor and employee when discipline is being considered.
- b. The Board will send copies of all forms of disciplinary action to the Union Representative and Unit President within five (5) business days that the employee is given notice of the action.

**ARTICLE XII  
SAVINGS CLAUSE**

In the event that any provision or portion of this Agreement is ultimately ruled invalid for any reason by an authority of established and competent legal jurisdiction, the balance and remainder of this Agreement shall remain in full force and effect.

**ARTICLE XIII  
PRESERVATION OF RIGHTS**

Nothing in this Agreement shall be construed as abridging any right, benefit, or privilege that employees have enjoyed contractually heretofore, unless it is specifically stated that said practice has been superseded by a provision of this Agreement.

**ARTICLE XIV  
DUES DEDUCTION/AGENCY FEE**

Commencing thirty (30) days from the date of hire, all members of the bargaining unit covered by this agreement shall, as a condition of continued employment, join the Union and pay dues or pay a service fee to the Union in an amount no greater than the portion of the membership dues of the Union used to underwrite the costs of collective bargaining, contract administration and grievance adjustment. The Union shall certify to the Board the amount of said service fee no later than thirty (30) days prior to the commencement of the school year. Objection, based on Federal guidelines, by any non-member may be appealed to the UPSEU for review.

The Board shall deduct dues or service fees from each unit member's pay in equal amounts on the second pay day of each month.

- A. Unit members whose employment commences after the start of the school year shall pay a pro-rated amount of dues and service fees equal to the percentage of the school year remaining. In the event a unit member resigns or otherwise terminates his or her employment or receives an unpaid leave of absence, annual dues or the service fee shall be deducted from the final check.

- B. The Board agrees to forward to the Union each month a check in the amount of dues and service fees deducted during that month along with a printout of the employees paying said union dues or agency fees, with a copy to the Unit President.
- C. The Union agrees to save the Board harmless from any claim against the Board which may arise by reason of any action in making deductions and remitting them pursuant to this Article.

#### **ARTICLE XV DURATION**

- A. The provisions of this Agreement shall be in full force and effect from July 1, 2015 to June 30, 2018.
- B. In the event that the Board and the Union shall fail to secure a successor Agreement, as hereinbefore provided in Article III prior to the termination of this Agreement, this Agreement will remain in force pending the negotiating of a successor Agreement.

#### **ARTICLE XVI MISCELLANEOUS**

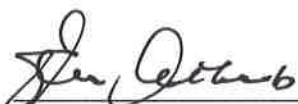
- A. The performance of first aid or the dispensing of medication by members of the unit shall be controlled by state law, Gen. Stat. 10-212A.
- B. Members of the unit shall not be responsible for the supervision of students in the office.
- C. Deductions for the Waterbury Teachers' Credit Union and/or Tax Sheltered Annuity Plans will be made by the Administration through salary withholding when members of the unit individually and voluntarily authorize the Board to do so.
- D. The Board shall pay the reasonable expenses incurred by two (2) member officers of the Union who attend a workshop, seminar, conference or other professional improvement session at the request or with the advance approval of the Superintendent, or his/her designee, for a particular purpose of special benefit to the school system. A report prepared by the delegate will be presented to all members of the Union.
- E. Members of the unit may be eligible to participate in the Pension Plan adopted by the Common Council of the City of Danbury effective October 15, 1984, subject to the rules and regulations of the City of Danbury's Pension Plan. Requests for copies of the plan should be submitted directly to the City.
- F. There shall be a performance evaluation yearly of each member of the unit by her/his immediate supervisor. Members shall sign evaluations before filed or acted upon. A unit member's signature shall signify acknowledgment that he/she has seen the evaluation and not that he/she concurs with its contents.
- G. A committee composed of members of the Administration and members of the Union will be established to meet quarterly to discuss matters of mutual concern.

- G. A committee composed of members of the Administration and members of the Union will be established to meet quarterly to discuss matters of mutual concern.
- H. Employees shall be reimbursed at the IRS allowance per mile for use of their own personal cars for district business at the request of the district.
- I. The Board of Education shall permit each employee to inspect his/her personnel file. No individually identifiable information contained in a personnel file of any employee shall be disclosed by the Board to any other person or entity not employed by or affiliated with the Board without the written authorization of such employee except as required by law. Employees shall receive a copy of all materials to be placed in their files after the original date of employment that may form the basis for any disciplinary action or become a part of a formal evaluation.

Dated at Danbury, Connecticut, this 29<sup>th</sup> day of October, 2015.

**FOR THE BOARD OF EDUCATION**

**FOR UNITED PUBLIC SERVICE EMPLOYEES  
UNION (UPSEU)  
Secretaries/IT Workers**

  
\_\_\_\_\_  
Eileen Alberts, Chairperson

  
\_\_\_\_\_  
Kevin Boyle, Jr., UPSEU President

  
\_\_\_\_\_  
Linda Rosso, Unit President



**APPENDIX A - CLASSIFICATION BY GRADE**

<b>GRADE</b>	<b>JOB TITLE PRIOR TO 6/30/07</b>	<b>JOB TITLE AFTER 6/30/07</b>
1	High School Copy Clerk	Clerk or Bilingual Clerk
2	Receptionist	Secretary or
	Educational Services	Bilingual Secretary
	General Secretary	
	House Offices	
	High School Attendance Clerk	
	ESL Reception	
	Building Rental	
	Community Resource Center	
	Secondary School Offices	
	Administrative Center	
	Media Clerk	
	Program Administrators	
3	Elementary School Secretary	Sr. Secretary or
	ACE Principal	Sr. Bilingual Secretary
	Pupil Personnel Services	
	Accounts Payroll Clerk	
	Accounts Payable Clerk	
	Bookkeeper – DHS	
	Guidance -- DHS	
	Data Base	
	Special Education	
	Accounting/Bookkeeping Clerk	

	Main Office – DHS	
4	Secretary to High School and Middle School Principal	Administrative Assistant or
	Secretary/Bookkeeper to Director of Sites and Facilities	Bilingual Administrative Assistant
	Secretary/Bookkeeper to Administrator of Special Projects and Early Childhood Education	
	Secretary/Bookkeeper to Director of Finance and Support Services	
	Secretary/Bookkeeper to Director of Literacy & Title I	
	Secretary – Special Education	
	Secretary to Director of Human Resources	
	Secretary to Information Services and Technology and Deputy Superintendent	
	Secretary to Director of Special Services	
5	Secretary to Deputy Superintendent	Sr. Administrative Assistant
	Secretary to the Assistant Superintendent	Sr. Administrative Assistant
	Coordinator of Insurance	Sr. Bilingual Administrative Assistant
	Coordinator of Transportation	

## **APPENDIX B – WAGES**

### **SECRETARIES**

**2015-16** Effective and retroactive to July 1, 2015, a .5% step within each grade and 2.25% general wage increase

<u>Grade</u>	<u>Min</u>	<u>Max</u>
1	20.82	26.75
2	22.85	29.10
3	23.84	30.20
4	24.85	31.36
5	25.14	32.54

**2016-17** Effective July 1, 2016, a .5% step within each grade and 2.25% general wage increase

<u>Grade</u>	<u>Min</u>	<u>Max</u>
1	20.82	27.35
2	22.85	29.75
3	23.84	30.88
4	24.85	32.07
5	25.14	33.27

**2017-18** Effective July 1, 2017, a .5% step within each grade and 2.40% general wage increase

<u>Grade</u>	<u>Min</u>	<u>Max</u>
1	20.82	28.01
2	22.85	30.46
3	23.84	31.62
4	24.85	32.84
5	25.14	34.07

**All newly hired educational secretaries shall begin employment at the minimum wage rate for the assigned grade level.**

## APPENDIX C – WAGES

### INFORMATION TECHNOLOGY WORKERS

2015-16	Effective and retroactive to July 1, 2015, a .5% step within each grade and 2.25% general wage increase	
	Technicians	\$35,235 - \$49,550
	Specialists	\$49,550 - \$82,584
	Supervisor	\$82,584 - \$110,113
2016-17	Effective July 1, 2016, a .5% step within each grade and 2.25% general wage increase	
	Technicians	\$36,028 - \$50,665
	Specialists	\$50,665 - \$84,442
	Supervisor	\$84,442 - \$112,591
2017-18	Effective July 1, 2017, a .5% step within each grade and 2.40% general wage increase	
	Technicians	\$36,893 - \$51,881
	Specialists	\$51,881 - \$86,469
	Supervisor	\$86,469 - \$115,293

The salary ranges for technicians and specialists apply only for those bargaining unit members who are working full-time, thirty-five (35) hours a week. Any technician or specialist who works twenty-five (25) hours or more, but less than thirty-five (35) hours per week, shall be paid on a pro-rated basis, such that his/her salary, based on a thirty-five (35) hour work week, would fall within the salary range for his/her position and wage category.

The salary range for a supervisor applies only for those bargaining unit members who are working full-time, forty (40) hours per week. Any supervisor who works twenty-five (25) hours or more, but less than forty (40) hours per week, shall be paid on a pro-rated basis, such that his/her salary, based on a forty (40) hour work week, would fall within the salary range for his/her position and wage category.

**All newly hired Information Technology Workers shall begin employment at the minimum wage rate for the assigned position.**