

WORKING AGREEMENT BETWEEN THE NAUGATUCK  
BOARD OF EDUCATION AND THE NAUGATUCK  
CAFETERIA, CUSTODIAL, MAINTENANCE, SECRETARIAL  
AND PARA EDUCATOR EMPLOYEES LOCAL 1813 OF  
CONNECTICUT COUNCIL #4, AFSCME, AFL-CIO

July 1, 2013 – June 30, 2018

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## **Agreement**

This Agreement is entered into by and between the Naugatuck Board of Education, hereinafter referred to as the "Employer" and/or "Board" and Local 1813 of Council #4, AFSCME, AFLCIO, Naugatuck Cafeteria, Custodial, Maintenance, Secretarial and Para educator employees, hereinafter referred to as the "Union".

### **Article I - Recognition**

#### **Section 1.0**

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of collective bargaining on all matters of wages, hours of employment and all other working conditions for 1) all cafeteria employees, excluding the director of cafeterias, 2) all custodial employees, maintenance employees, grounds maintenance employees, plant engineer and pool engineer, excluding the maintenance foreman at the high school, 3) all clerical and secretarial employees, excluding the secretary to the superintendent and the secretary to the director of assessment and accountability and 4) all para educators.

### **Article II – Rights of the Board of Education**

#### **Section 2.0**

Unless expressly limited by a specific provision of this Agreement, the rights, powers, and authority of the Board over matters involving the Naugatuck School System including, but not limited to, the full control over the policies, practices, procedures and regulations with respect to employees of the Board covered by this Agreement at all of its' schools, shall remain vested solely and exclusively with the Board. Except where expressly limited by the terms of this Agreement, all past practices prior to July 1, 2008, are hereby rendered null and void.

### **Article III – Union Security**

#### **Section 3.0**

During the term of this Agreement or extension thereof, all employees in the collective bargaining unit shall, from the date of their employment by the Board, as a condition of employment, either become and remain members of the Union in good standing in accordance with the constitution and by-laws of the Union, or in lieu of Union membership, pay to the Union a service fee as certified by the Union.

#### **Section 3.1**

The Board agrees to deduct monthly dues and/or service fees, as certified by the Secretary of the Union, from the wages of all employees covered by this Agreement who submit to the Board a written authorization of dues deduction. The Union will save the Board harmless from all claims, demands, suits or judgments arising from the implementation of this Section.

#### **Section 3.2**

The monthly dues and/or service fees remittances to the Union will be accompanied by a list of names of employees from whose wages such deductions have been made. The Union will save the Board harmless from all claims, demands, suits or judgments arising from the implementation of this Section.

#### **Section 3.3**

At least one bulletin board shall be reserved at an accessible place in each building for the use of the Union for the

posting of official Union notices or announcements. The bulletin board shall be maintained by a designee appointed by the Union Steward, which does not necessarily mean the secretary. Section 3.4

The Board shall provide one (1) copy of the contract to each employee upon request. New employees shall be provided with a copy of the contract at the time of his/her hire. The Council #4 office shall be provided with two (2) signed copies of the Agreement at the time of signing.

## Article IV - Seniority

### Section 4.0 - Definition of Seniority

- A. "Seniority" shall include "unit seniority" (continuous service within the bargaining unit), "department seniority" (continuous service within a department), and "classification seniority" (continuous service in a job classification).
- B. For the purposes of this Agreement, seniority shall be credited based on the following:  
  
Employees who are scheduled to work one thousand forty (1,040) hours or less in a year shall be credited with one-half (½) year seniority; employees who are scheduled to work more than one thousand forty (1,040) hours in a year shall be credited with one (1) year seniority.
- C. Temporary employees (not employees substituting for a regular employee) may fill vacancies for no more than thirty (30) workdays during a contract year.
- D. Seniority shall continue to accrue during an absence caused by the following approved leaves:
  - 1. Sick or injury leave of six (6) months or less.
  - 2. Maternity leave.
  - 3. Military leave.
  - 4. Jury duty leave.
- E. Seniority shall not accrue but shall be bridged in the cases of:
  - 1. Approved sick or injury leave exceeding six (6) months.
  - 2. Approved leaves of absence without pay.
  - 3. Layoffs of two (2) years or less duration.
- F. Seniority shall be terminated by:
  - 1. Resignation. (An employee shall give at least two (2) weeks notice before leaving the employ of the Board, unless otherwise mutually agreed upon.)
  - 2. Retirement.
  - 3. Discharge.
  - 4. Failure to return from a leave of absence or layoff.
  - 5. Layoff for a consecutive period exceeding the period of recall rights (one (1) or two (2) years).
  - 6. Other termination from employment.

### Section 4.1 - Seniority List

At the beginning of each school year, and upon reasonable request, the Board shall furnish to the President and Secretary of the Union a list by department of all employees covered by this Agreement. The list shall include unit seniority, department seniority, classification seniority, hourly wage, job title, shift and annual hours worked. Unless the Union files a grievance concerning the list within thirty (30) days of receipt of same, the list will be presumed to be correct for all purposes of this contract. Upon completion of their probationary period, new employees shall be added to this list.

## **Section 4.2 - Probationary Period**

All new employees shall serve a probationary period of ninety (90) working days. Such employees shall have no seniority rights during his/her probationary period but shall be subject to all other provisions of this Agreement (except the grievance procedure shall not be available to such employees in the event of disciplinary action or dismissal).

All employees who have completed their probationary period shall acquire length of service records as of their date of employment. Any absences during the probationary period shall be added to the ninety (90) days probationary period.

## **Section 4.3 – Promotions, Vacancies and Transfers**

- A. With regard to para educators, the Board shall have the sole right of selection with respect to all promotions, transfers, and vacancies. The remainder of Section 4.3 does not apply to the para educators.
- B. In the event that the Board decides to fill a vacancy or create a new bargaining unit position, such positions shall be posted with a brief description of the job duties, the hours of work and the pay rates for a period of five (5) working days on bulletin boards and on the Board's on-line employment opportunities site prior to any action being taken by the Board to fill such vacancies or new positions.

Employees wishing to be considered for posted vacancies or new positions may personally, or through their steward, submit their requests, in writing, to Human Resources or apply through the on-line internal application process.

In making its selection of the applicant to fill the position, the administration shall consider the following qualifications: education; training; certification; skills and experience as related to the position; job performance; ability, skills or knowledge valuable to the school system.

Between applicants within the bargaining unit, department seniority shall be the deciding factor where qualifications are considered by the administration to be equal. Nothing in this Article shall be construed in any way to restrict the Board from hiring either from within or outside the school system. A copy of the vacancy notice will be provided to the Union Secretary.

- C. In the event that an internal candidate is selected to fill a vacancy or a new position, such employee shall serve a probationary period of thirty (30) working days in the new position.

Any absences during the probationary period shall extend the thirty (30) working day probationary period until thirty (30) working days have been worked by the employee in the position.

During the thirty (30) working day probationary period, if a new employee is hired to cover the position vacated by the internal candidate who successfully bid on a vacant or new position, the new employee will be employed as a temporary a substitute employee until the probationary period of the internal candidate is complete.

If, in the sole judgment of the building administrator or his/her designee, the internal candidate selected to fill a vacancy or a new position is unable to perform the duties and responsibilities of the new position, he/she shall be returned to his/her former position before the end of the probationary period.

After completing the probationary period, if the position is a lateral position, the employee will remain in the new position for a period of one (1) year before requesting another transfer. The Board of Education, in its' discretion, may waive this one-year requirement.

- D. In all cases of lateral positions, current employees shall have the right to apply for the position, regardless of the length of time they have been in their current position, prior to the hiring of an outside applicant.

If the position is a promotion, then the employee will remain in the new position for a period of one (1) year before requesting a transfer (or a promotion).

The Union President shall be notified in writing of employees selected to fill vacancies and new positions under this Section.

Promotion shall mean a position paying a higher rate of pay. The Board may, in its' discretion, waive this one (1) year requirement.

- E. In the event of an emergency, employees may be directed to perform temporarily the duties of another, as long as such duties are not outside the jurisdiction of this bargaining unit.
- F. Permanent transfers shall be made in the following manner:
  - a. The Board shall post internally for a period of five (5) working days prior to its intent to transfer, listing the positions and schools to be affected.
  - b. If, as a result of such posting, enough qualified employees from the school directly affected by the transfers and/or other schools or locations within the district express a desire to be transferred, thereby allowing the Board to fulfill its intended action, the Board shall so use such process to alleviate the imbalance.
  - c. In the event such posting does not produce a voluntary interest in a manner which allows the Board to fulfill its intended action, the Board shall have the right to transfer the least senior employee from the schools directly effected, with the understanding that employees so transferred shall have the right to bump a less senior employee in any other school, who is in the same job classification. Such bumping rights and processes shall continue until such time as the Board has affected the desired change.
- G. Any opening which results from the filling of a vacancy or new position by a member of the bargaining unit shall not be considered a vacancy for purposes of this Article, and shall not be subject to the posting requirements described herein.
- H. Cafeteria Department employees: Where a significant imbalance in the workload of the cafeteria workers exists among the various schools, the Board shall have the right to transfer employees immediately on a temporary basis for the purpose of alleviating such imbalance.

When filling temporary vacancies in each school with substitutes, all Cafeteria bargaining unit employees shall be offered the jobs with hours greater than their normally scheduled work hours before substitutes are offered to fill the remaining job(s). Such offers within the bargaining unit shall be made on the basis of seniority within the classification, within that school.

Only in the case of a vacancy remaining in the manager position will the temporary promotional opportunity be offered to the senior employee within the cafeteria department.

#### **Section 4.4 - Layoff and Recall**

- A. Layoffs and reductions in employee hours of work shall take effect in inverse order of classification seniority within departments in the following order:
  - 1. Newly hired probationary employees.
  - 2. Employees working less than twenty (20) hours.
  - 3. Employees working less than thirty (30) hours.
  - 4. Employees working less than forty (40) hours.
- B. The president and executive officers of Local 1813 and one chief steward from groups (1), (2), (3) and (4)

as described in Article I shall have super seniority in the event of a layoff.

- C. The Board will give two (2) weeks notice in advance of layoff to employees affected or two (2) weeks pay in lieu of such notice.
- D. In the event of a layoff or the elimination of a position, the affected employee shall have the right to bump the employee with the least seniority in a classification within the department impacted, provided the employee can demonstrate acceptable job performance during a thirty (30) work day probationary period in the position. During such probation period the employee will not have access to the grievance procedure.

Any absences during the probationary period shall extend the thirty (30) working day probationary period until thirty (30) days have been worked by the employee in the position.

- E. In the event of a recall, recall shall commence with the most senior laid off employees in the order of their classification seniority.

Recall shall be utilized by the Board prior to any new employees being hired in the laid off employees' classification for a period of one (1) year following the layoff of employees with more than one (1) year of service but less than eight (8) years of service with the Board in the bargaining unit and for two (2) years following the layoff of employees with more than eight (8) years of service with the Board in the bargaining unit.

- F. A laid off employee shall respond to a notice of recall within seven (7) calendar days after receipt of notice sent to the employee by registered mail to his/her last known post office address.

The laid off employee must return to work within fourteen (14) calendar days from the date of acceptance of employment, unless otherwise mutually agreed upon, in writing, by the Board and the recalled employee.

If such laid off employee fails to indicate acceptance within seven (7) calendar days of receipt of the notice of recall or fails to return to work within fourteen (14) calendar days of acceptance of employment, he/she shall lose all rights with respect to reemployment.

It is understood for the purposes of this Article that "receipt" shall mean postal delivery to the employee's last known post office address.

## **Article V – Hours of Work, Overtime and Holiday Premium Pay**

### **Section 5.0**

- A. The workweek for all employees shall consist of five (5) consecutive days, Monday through Friday except as indicated in Section 5.2.1 herein.
- B. All regularly scheduled hours of work shall be consecutive for all employees, except for lunch.
- C. Time and one-half shall be paid for all work performed in excess of forty (40) hours per week.
- D. All work performed on Saturday when Saturday is outside of the employee's regularly scheduled workweek shall be paid at time and one-half (1½) the employee's regular hourly wage rate.
- E. All worked performed on Sunday shall be paid at double time, except as indicate in Section 5.2.I. herein.
- F. Double time shall be paid for all hours worked on holidays, plus holiday pay.
- G. All overtime work shall be assigned according to job classification. All overtime work shall be assigned on

a rotational basis within each job classification in each building location. For purposes of ensuring equitable rotation of overtime work, any employee who is offered overtime work and does not avail himself/herself of the opportunity to work will be charged with the scheduled overtime as if he/she had worked the overtime.

It is understood that the Union president has the right to inspect wage and hour records.

An employee who is absent from work for ten (10) or more working days for reasons other than vacation will be charged with the average number of hours of the employees within the job classification upon his/her return to work.

- H. Employees shall not leave the building to which they are assigned during work hours without prior notification and approval from the building principal and his/her immediate supervisor except during the employee's lunch break, in which case notification to the building principal or his/her designee in the school where the employee is assigned is required (if the employee is not assigned to work in a school, notification to his/her supervisor is required).
- I. Unless otherwise directed by the administration, all custodians, during school recesses, summer closings and snow days, shall be assigned to first shift work, except at the high school during the month of July. In the event of special events, Custodians will be assigned for that function.
- J. Any change in the existing starting and ending times for an employee's work day will be posted fifteen (15) calendar days in advance (except for emergency) in the building in which the change will occur. An emergency, for the purpose of this Article, is an unforeseen condition which arises and which requires immediate attention.

### **Section 5.1 - Cafeteria Employees (Department 1)**

- A. The basic work year is ten (10) or twelve (12) months, depending upon job description.
- B. The basic workweek shall range from ten (10) to thirty (30) hours.
- C. Cafeteria employees who return to perform any evening work shall be paid a minimum of four (4) hours at one and one-half (1½) times their regular hourly rate.

### **Section 5.2 – Custodial and Maintenance Employees (Department 2)**

- A. The basic work year is twelve (12) months.
- B. The basic workweek shall be forty (40) hours per week for full-time employees. Other employees work at least ten (10) but less than forty (40) hours per week.
- C. Full-time employees shall work eight (8) consecutive work hours per workday (such eight (8) hour work day does not include a one-half (½) hour unpaid lunch).
- D. When school sessions are cancelled because of weather conditions or other emergency situations, custodian and maintenance employees in the bargaining unit are expected to report to work.

If it is physically impossible for the employee to report to work, the burden will be upon the employee to establish an adequate reason for his/her failure to report to work.

The employee must call the facilities engineer before 7:00 a.m. to state the reason for either being delayed or why it is physically impossible for him/her to report to work.

- E. The head custodian at each school facility will maintain a record of overtime hours worked by employees

assigned to his/her facility and such record will be posted on the overtime hour board. The facilities engineer, principal and building steward shall have the right to inspect such records.

- F. The facilities engineer will, on a rotating basis, assign work to custodians from other schools to cover work or overtime activities in the schools where regularly assigned custodians are not available. In the case of overtime, if all custodians have been offered overtime, such overtime may, at the discretion of the Facilities Engineer, be offered to maintenance employees on a rotating basis.
- G. A full-time custodial or maintenance employee called back to work to perform unscheduled work outside of his/her regularly scheduled working hours shall be paid a minimum of three (3) hours at one and one-half (1½) times his/her regular hourly wage rate, except if the call occurs between midnight and 5:00 a.m. in which case the custodian or maintenance employee shall be paid a minimum of four (4) hours at one and one-half (1½) times his/her regular hourly wage rate.
- H. An employee called back to work for snow or ice storms shall be paid for one-half (½) hour at the applicable rate upon reporting to work for travel time.

Such one-half (½) hour of paid travel time shall apply when: (1) an employee is called back to work after his/her work day ends; or (2) when an employee is required by the Board to report to work prior to the commencement of his/her regular work day; such travel time shall not apply when an employee is required to remain at work after his/her regular work day ends.

- I. The work week of custodial employees (at the high school) and maintenance employees hired on or after July 1, 1995, shall be the same as other employees on their respective shifts except they may be scheduled by the Board of Education for any five (5) consecutive day period.

This provision shall apply to a maximum of two (2) such employees at any time, except that any employee hired on or after July 1, 1999, shall be subject to being scheduled for any five (5) consecutive day period.

Said employee shall be paid one and one-half (1½) times his/her regular hourly rate for the sixth (6th) consecutive day of work and double (2x) his/her regular hourly rate for the seventh (7th) consecutive day of work. The work day shall consist of eight (8) consecutive work hours for a full-time position (such eight (8) hour work day does not include a one-half (½) hour unpaid lunch).

### **Section 5.3 - Clerical and Secretarial Employees (Department 3)**

- A. The basic work year is as follows:
  - i. Twelve (12) months for secretaries assigned to the high school principal, associate high school principal, central office director of adult education, and the computer secretary at the high school.
  - ii. Ten (10) months for all other secretarial employees.
- B. **Elementary School Secretaries:** Full-time elementary school secretaries shall work thirty-seven and one-half (37½) paid work hours per week with a one-half (½) hour unpaid lunch every work day.
- C. **Middle and Intermediate School Secretaries:** Full-time middle and intermediate school secretaries shall work thirty-seven and one-half (37½) paid work hours per week with a one-half (½) hour unpaid lunch every work day.
- D. **High School Secretaries:** A full-time secretary assigned to the attendance office, the full-time secretary to the dean of student affairs/athletic director and one (1) of the full-time secretaries to the dean of student affairs shall work forty (40) paid work hours per week with a one-half (½) hour unpaid lunch every work day; all other full-time high school secretaries shall work thirty-seven and one-half (37½) paid work hours per week with a one-half (½) hour unpaid lunch every work day.

- E. Full-time secretaries and clerical employees are required to work the entire regular work day on scheduled early dismissal days and professional development days.
- F. Secretarial and clerical employees assigned to work at Central Office shall work thirty-seven and one-half (37½) paid work hours per week with a one (1) hour unpaid lunch every work day.
- G. A full-time secretarial or clerical employee called to work outside of his/her regularly scheduled working hours shall be paid a minimum of four (4) hours at one and one-half (1½) times his/her regular hourly wage rate.

**Section 5.4 - Para educators (Department 4)**

- A. The basic work year is ten (10) months.
- B. Full-time para educators shall work the hours that school is in session, which includes one-half (½) hour unpaid lunch. In addition, they shall work a total of thirty (30) minutes before and/or after school as assigned by the supervisor. The resulting work schedule is thirty-two and one-half (32½) paid hours per week.
- C. Para educators shall work a total of two (2) additional days either before school opens or after school closes (such days may be scheduled: (a) consecutively before school opens; (b) consecutively after school closes; or (c) one (1) day may be scheduled before school opens and one (1) day may be scheduled after school closes, as determined by the administration). Prior to the last day of the previous school year, para educators will be advised of the days the additional days will be scheduled on.
- D. Full-time para educators do work the entire day on scheduled early dismissal days and full professional development days unless arrangements not to work are made in advance with the Supervisor.
- E. In the event of delayed openings or emergency dismissals for weather or other unforeseen circumstances, para educators will be paid for the entire day.
- F. Part-time para educators shall work less than thirty (30) hours per week.
- G. Para educators shall be paid for all hours worked outside their regularly scheduled hours.

**Article VI - Holidays**

**Section 6.0**

The following holidays shall be observed as days off with full pay for employees in the bargaining unit who are regularly scheduled to work twelve (12) months per year, provided that school is not in session:

New Year's Eve Day	Good Friday	Veterans' Day
New Year's Day	Memorial Day	Thanksgiving Day
Martin Luther King Day	Independence Day	Day after Thanksgiving
Lincoln's Birthday	Labor Day	Christmas Eve Day
Washington's Birthday	Columbus Day	Christmas Day

**Section 6.1**

The following holidays shall be observed as days off with full pay for employees in the bargaining unit who are regularly scheduled to work at least ten (10) months each year and at least twenty (20) hours per week, provided school is not in session:

New Year's Eve Day  
New Year's Day  
Martin Luther King Day  
Lincoln's Birthday  
Good Friday

Memorial Day  
Labor Day  
Columbus Day  
Veterans' Day  
Thanksgiving Day

Day after Thanksgiving  
Christmas Eve Day  
Christmas Day

## **Section 6.2**

For employees scheduled to work less than twenty (20) hours per week and ten (10) months or less each year, the following holidays shall be observed as days off with full pay, provided school is not in session:

New Year's Day  
Lincoln's Birthday  
Good Friday

Labor Day  
Thanksgiving Day  
Day after Thanksgiving

Christmas Day

## **Section 6.3**

Holidays shall be observed as officially designated. For weekend holidays, if school is in session on the preceding Friday or following Monday, employees shall be given a day off at the next available day when school is not in session, and employees would otherwise be expected to work unless the employees have been paid double time plus holiday pay for working on said Friday or Monday, pursuant to Section 5.0 F. of this Agreement. If the employees have been so paid, they shall not receive a day off.

## **Section 6.4**

No payment shall be made for a holiday unless the employee works the last scheduled day before the holiday and the first scheduled day after the holiday, unless the employee is out sick or on vacation.

## **Section 6.5**

Employees absent on paid sick leave (Section 8.0) on a regular holiday shall be paid the holiday pay only and shall not be charged with sick leave.

## **Section 6.6**

When a holiday occurs during an employee's regularly scheduled vacation, said holiday shall not be charged against the employee's earned vacation time.

# **Article VII - Vacations**

## **Section 7.0**

Those employees who are regularly scheduled to work twelve (12) months each year and at least twenty (20) hours per week shall receive paid vacations in accordance with the following schedule:

- A. An employee who has completed one (1) year but less than five (5) years of unit seniority shall be entitled to paid vacation of ten (10) days annually. Up to five (5) vacation days may be borrowed against future vacation time after the first six (6) months of unit seniority provided the employee sign in advance a form provided by the school administration. Employees who borrow against future vacation time between six (6) and twelve (12) months of initial employment and leave the district for any reason prior to completing one year and earning said vacation time, the pay for vacation time taken but not yet earned will be deducted from the last paycheck.

- B. An employee who has completed five (5) years but less than fifteen (15) years of unit seniority shall be entitled to fifteen (15) days of paid vacation annually.
- C. An employee who has completed fifteen (15) years but less than twenty (20) years of unit seniority shall be entitled to twenty (20) days of paid vacation annually.
- D. An employee who has completed twenty (20) years or more of unit seniority shall be entitled to twenty five (25) days of paid vacation annually.

### **Section 7.1**

Employees who are called back to work during their vacation shall be paid time and one-half (1½) for all hours worked.

### **Section 7.2**

Employees shall choose their vacations in order of department seniority, subject to the following:

- A. For all employees, except as hereafter provided, vacations shall be taken between the period beginning two (2) days after the end of the school year and ending two (2) weeks before the scheduled school opening according to the approved school calendar. Those employees who have earned more than three (3) weeks of vacation time shall be required to take all vacation in excess of three (3) weeks at a time outside the summer vacation schedule, no more than one (1) week at a time.
- B. Vacations shall be scheduled so as to meet the operating requirements of the Board and the preference of the employees.
- C. The maximum vacation to be taken consecutively is three (3) weeks during the summer vacation period or one (1) week at any other time. Any vacation in this policy must be authorized in advance by the employee's supervisor.
- D. The Board retains the right to limit the number of employees on vacation at any one time.
- E. Vacation shall not be accumulated from year to year.
- F. All requests for vacation scheduling shall be made during the months of January and February in each year.
- G. Exceptions to the foregoing scheduling of vacations may be made at the sole discretion of the employee's supervisor.

### **Section 7.3**

An employee who terminates employment in good standing with the Board shall receive a pro-rated number of vacation days for his/her last year of employment (commencing on his/her anniversary date) provided that fourteen (14) days' notice of such termination has been given in writing to the Board.

### **Section 7.4**

In the event of the death of an employee, a pro-rated number of vacation days for the deceased employees last year of employment (commencing on his/her anniversary date) shall be paid to the spouse of the employee, if any, and if said spouse is not alive, to the estate of the deceased employee.

### **Section 7.5**

The employee's anniversary date of hire will be used to determine the amount of vacation time due.

## Article VIII – Leaves of Absence

### Section 8.0 Sick Leave

- A. Paid sick leave shall be granted to all employees who are regularly scheduled to work twenty (20) hours or more per week.

Sick leave may be used in full or one-half day (½) increments. All sick leave days will be credited on July 1st of each contract year.

- B. All employees who are regularly scheduled to work twelve (12) months per year shall be credited with fifteen (15) days of sick leave per contract year on July 1st, cumulative to a maximum of one hundred (100) days.
- C. All employees who are regularly scheduled to work ten (10) months per year shall be credited with thirteen (13) sick days per year on July 1st, cumulative to a maximum of ninety (90) days.
- D. Sick leave may be used in the following situations:
1. Personal illness or physical incapacity of the employee.
  2. Enforced quarantine of the employee in accordance with the community health regulations.
  3. At the discretion of the Superintendent, sick leave may be used in unusual cases for illness or physical incapacity of the employee's spouse, parents, grandparents, brother, sister, child, step-child or grandchild, or any other relative who is domiciled in the employee's household for a period of time sufficient to make other arrangements for care of the relative.
  4. In accordance with the Connecticut Paid Sick Leave Act (limited to employees covered by the Act).
- E. The Board of Education shall provide the Union annually with a list showing the amount of sick leave each individual Union employee and each department collectively has used and accrued.
- F. Proof of illness may be required at any time the administration has reason to suspect sick leave is being abused or in the event of a pattern of absences.

Note: It is the basic premise of employment that an employee must be present to perform the duties and assignments of his/her position.

### Section 8.1 - Maternity Leave

Maternity leave will be provided in accordance with applicable federal law.

Application for leave under the FMLA shall be submitted to Human Resources in accordance with the Board's FMLA policy and procedure.

### Section 8.3 - Bereavement Leave

- A. Three (3) days of leave with pay per instance shall be granted in cases of death in the immediate family of any employee, or in the immediate family of the employee's spouse.
- B. "Immediate family", for purposes of this section, shall be defined as the employee's child, step-child, spouse, parent, grandchild, grandparents, brother, sister, niece, nephew in-law or any dependent in their household.
- C. One additional travel day (unpaid) may be provided upon request of the Superintendent or his/her designee.

Such additional day may be granted at the discretion of the Superintendent or his/her designee.

- D. In special circumstances, an employee may request additional bereavement leave by submitting a written request to the Superintendent explaining the special circumstances and specifying the amount of additional time requested. At the discretion of the Superintendent or his/her designee, such additional time may granted.

If such time is granted, it may be paid or unpaid at the discretion of the Superintendent or his/her designee.

#### **Section 8.4 - Injury Leave**

(For employees regularly scheduled to work twenty (20) hours or more per week).

Injury leave, as distinguished from sick leave, shall mean paid leave given to any eligible employee due to absence from duty caused by an accident or injury that occurred while the employee was engaged in the performance of his/her duties as a Board employee.

An employee absent from work due to an injury sustained in the performance of his/her duties as a Board employee shall be paid his/her regular weekly wages less any amount received from workers' compensation during the period of temporary total disability (less applicable state and federal withholdings).

The period of such leave shall not exceed seventy five (75) work days for any employee for the injury (or subsequent injury resulting from the initial injury, if applicable).

#### **Section 8.5 - Leave of Absence Without Pay**

(For employees regularly scheduled to work twenty (20) hours or more per week).

At the Board's discretion, the Board may grant leaves of absence without pay for up to one (1) year, not to include a leave for employment elsewhere. Requests for such leave shall be made in writing, and shall include the length of leave requested. The employee shall not earn seniority during such leave but shall retain all seniority earned prior to such leave. The employee is not entitled to pay or Board provided benefits during the period of absence, except as required by law. (This includes continuation of health benefits at the employee's expense under the rules of the Consolidated Omnibus Budget Reconciliation Act (COBRA)). The employee's accumulation of sick leave shall be retained to his/her credit when he/she returns.

#### **Section 8.6 - Military Leave**

Military leave shall be granted in accordance with federal, state and local laws. An employee who is required to serve active reserve or national guard duty shall be paid the difference between his/her regular salary and military pay (if his/her military pay is less) for up to two (2) weeks, or longer if required by applicable law.

#### **Section 8.7 - Jury Duty**

Any employee summoned for jury duty shall be paid the difference between the employee's regular earnings and what he/she receives for such jury duty service, provided, however, that the employee is cooperative with the Board in efforts to have the employee relieved from such jury duty, and such request for relief is not granted by the court.

When an employee on jury duty is not required to attend court for four (4) hours or more, the employee shall return to his/her regular duties.

An employee who is assigned to the second shift who is required to attend court for less than four (4) hours, shall be required to work the number of hours which, when added to his hours in court, equal eight (8) hours.

#### **Section 8.8 - Personal Leave**

(For employees regularly scheduled to work twenty (20) hours or more per week).

Personal Leave may be granted for personal, medical, or legal business outside the control of the employee that cannot be conducted outside of the workday. Three (3) days of personal leave may be granted per year.

Personal leave shall not be cumulative and, therefore, may not be carried over from contract year to contract year.

Except in the case of emergencies, the employee must request such leave at least forty eight (48) hours in advance. Employees shall not be entitled to paid personal leave during their probationary period as new employees.

Employees who are regularly scheduled to work less than twenty (20) hours per week may be granted one (1) day of personal leave per contract year.

## **Article IX – Grievance Procedure**

### **Section 9.0**

The purpose of the grievance procedure shall be to settle employee grievances on as low an administrative level as possible.

### **Section 9.1 – Definitions**

**Grievance:** A grievance shall be defined as a claim by an employee, that as to him or her, there has been a violation of the specific terms of this Agreement.

**Days:** As used here, the term "days" shall refer to working days.

### **Section 9.2 Steps**

Grievances shall be processed as follows:

#### **A. Step 1**

The aggrieved employee or his/her Union representative must submit the grievance in writing to the director of human resources within the ten (10) day time frame set forth under Article IX, Section 9.3.

Within five (5) days of receipt of the grievance, the director of human resources will meet with the employee and his/her Union representative to review and discuss the grievance.

Within five (5) days after the conclusion of such meeting, the director of human resources will provide the employee and the employee's Union representative with his/her written disposition of the grievance.

In the event that the employee is not satisfied with the disposition of his/her grievance by the director of human resources, the employee shall have five (5) days to submit the grievance to the superintendent (or, if designated by the superintendent as his/her designee, the assistant superintendent) at step 2 of the grievance procedure.

#### **B. Step 2**

Within ten (10) days of receipt of the grievance from the employee, the superintendent (or, if designated by the Superintendent as his/her designee, the assistant superintendent) shall schedule a meeting with the employee and his/her Union representative to review and discuss the grievance.

Within five (5) days after the conclusion of such meeting, the superintendent (or, if designated by the superintendent as his/her designee, the assistant superintendent) will provide the employee and the employee's Union representative with his/her written disposition of the grievance.

In the event that the employee is not satisfied with the disposition of his/her grievance by the superintendent (or, if designated by the superintendent as his/her designee, the assistant superintendent) the employee shall have five (5) days to submit the grievance to the Board of Education at step 3 of the grievance procedure.

**C. Step 3**

The Board of Education, or a committee thereof, shall hear the grievance, within fifteen (15) days of the date the grievance is filed with the Board of Education and shall render a decision, in writing, within ten (10) days of the date of the final hearing. The Union representative shall be present at the hearing.

**D. Step 4**

If the grievance is not satisfactorily settled at Step 3, the Union may submit a demand for arbitration to the State Board of Mediation and Arbitration no later than ten (10) days from the receipt of the Board's disposition of the grievance.

In no event will the arbitrators be empowered to or have authority to render an award which would add to, subtract from, modify, or otherwise alter any provision of this Agreement. The decision of the arbitrator shall be final and binding.

**Section 9.3**

In the event that an employee (or his/her Union representative) fails to file the grievance at step one of the grievance procedure within ten (10) days from the date the employee knew, or should have known of the basis for the grievance, then the grievance shall be considered to have been waived.

**Section 9.4**

Time extensions beyond those set forth in the grievance procedure may be extended by mutual agreement of the Board and the Union, provided, such agreement is in writing.

**Article X – Union Activities**

**Section 10.1**

In the event that employee representatives of the Union are required to meet with Board officials or attend hearings on grievance matters or contract negotiations during their regular working hours, such representatives shall not suffer any loss of pay for the time involved, except that it is understood that this provision shall apply to no more than the following Union representatives:

- A. No more than one (1) representative from each department for negotiation sessions to a maximum of four (4) representatives.
- B. No more than two (2) representatives for resolving grievance matters prior to arbitration. The two (2) representatives shall be the Union president and the grievant or the Union president and the department steward.
- C. No more than three (3) representatives for attendance at hearings before the Connecticut Board of Mediation and Arbitration or the Connecticut Board of Labor Relations. The three (3) representatives shall be: the Union president and two (2) others as designated by the Union.

## **Section 10.2**

A written list of the negotiating committee members, officers, and Union stewards shall be furnished to the employer immediately after their designation and the Union shall notify the employer promptly of any changes.

# **Article XI – Insurance and Pension**

## **Section 11.0**

This Article applies only to employees who regularly work at least twenty (20) or more hours per week and at least twelve (12) months each year and to employees who regularly work at least twenty five (25) or more hours per week and at least ten (10) months each year.

## **Section 11.1**

- A. The Board shall offer each eligible employee the option of enrolling in a medical insurance plan that is comparable to the employee's choice of plan from the options set forth below.

References to specific insurance plans or administrators below are intended to describe the type of insurance rather than a contractual relationship with any specific carrier. Accordingly, the Board is free to obtain the same type of insurance with other carriers or administrators or by other means subject to prior consultation with the Union.

### **1. Preferred Provider Plan with the following plan features:**

- Preventive Office Visit copay: \$20.00
- Office Visit copay: \$20.00
- Inpatient Hospital copay: \$200.00
- Nursing and Rehabilitation copay: \$75.00
- Emergency Room copay: \$50.00
- Outpatient Surgery copay: \$100.00
- Out-of-Network Deductibles of: \$300.00/\$600.00/\$750.00
- Dependent Age Rider: 19/25

3-Tier managed drug program with \$5 co-payment generic drugs, \$25 co-payment listed brand-name drugs, \$40 co-payment non-listed brand-name drugs and 2X co-payment mail order for up to ninety (90) days' supply subject to any quantity limitations imposed by state or federal laws or the insurance provider, unlimited calendar year maximum;

Effective January 1, 2015, a Health Savings Account Plan (HSA) with the following plan features through December 31, 2015:

Deductibles of \$1,300.00 for single coverage and \$2,600.00 for two-person/family coverage and zero percent (0%) co-insurance thereafter for in-network and twenty percent 20% co-insurance thereafter for out-of-network to a maximum of \$3,000.00 for individual and \$6,000 for two-person/family; \$1,000,000 Maximum Lifetime Benefit per member; one hundred percent (100%) for preventive care in-network.

The Board will fund the HSA at 100% of the deductible in one lump sum for the January 1, 2014 through December 31, 2014 and January 1, 2015 through December 31, 2015 calendar years.

### **Effective January 1, 2016: High Deductible Health Plan Summary of Plan Design:**

- (HDHP) \$2,000/\$4,000 Annual Deductible
- 100% in network after deductible
- 70%/30% out of network
- \$4,000/\$8,000 out of network maximum
- Gastric bypass, unlimited infertility benefits and no pre-authorization on high-cost diagnostics shall be excluded from the HDHP.

Effective January 1, 2016, the HDHP described herein shall be the insurance plan available to eligible employees.

For the period from January 1, 2016 through December 31, 2016, the Board will contribute seventy five percent (75%) of the applicable deductible amount into the employee's established Health Savings Account ("HSA").

For the period from January 1, 2017 through December 31, 2017, the Board will contribute sixty five percent (65%) of the applicable deductible amount into the employee's established Health Savings Account ("HSA").

For the period from January 1, 2018 through December 31, 2018, the Board will contribute fifty percent (50%) of the applicable deductible amount into the employee's established Health Savings Account ("HSA").

For the period from January 1, 2016 through December 31, 2016, the Board's contribution toward the deductible will be deposited into the HSA accounts on or about January 1st (one hundred percent (100%) of the Board's contribution).

For the period from January 1, 2017 through December 31, 2017, the Board's contribution toward the deductible will be deposited into the HSA accounts on or about January 1st (seventy-five percent (75%) of the Board's contribution toward the deductible) and on or July 1st (the remaining twenty-five percent (25%) of the Board's contribution toward the deductible).

For the period from January 1, 2018 through December 31, 2018, the Board's contribution toward the deductible will be deposited into the HSA accounts on or about January 1st (fifty percent (50%) of the Board's contribution toward the deductible) and on or July 1st (the remaining fifty percent (50%) of the Board's contribution toward the deductible).

The co-pays for drugs shall not apply to prescriptions under either the Women's Health and Wellness Act or for diabetes.

The employee's contribution toward the deductible shall either be, at the employee's option, via payroll deduction or contributed directly by the employee in his/her Health Savings Account (HSA) bank account.

Enrollees in the HDHP shall have a Health Savings Account (HSA) to defray deductible expenses. A HSA is not health insurance, it is a bank account. The parties acknowledge that the Board's contribution toward funding the deductible relates to the manner in which the deductible shall be funded for active employees.

Except as set forth under Article XI, Section 11.3, the Board shall have no obligation to fund any portion of the plan for retirees or other individuals upon their separation from employment.

The employee will be responsible for opening the HSA account and for any bank fees associated with maintaining the HSA account.

The Board shall provide eligible employees a full-service dental insurance plan with the employee

having the option to purchase dependent coverage at the employee's expense.

- B. The Board shall provide eligible twelve-month employees a fifteen thousand dollars (\$15,000.00) term life insurance policy and eligible ten-month employees a ten thousand dollars (\$10,000.00) term life insurance policy.
- C. New full-time employees of the Board shall be eligible for health insurance after ninety (90) calendar days of employment with the Board.

## **Section 11.2**

- A. The employee shall pay the following premium share contributions toward medical insurance premium costs:
  - July 1, 2013 to June 30, 2014: ten percent (10%) (PPO Plan)
  - July 1, 2014 to June 30, 2015: ten percent (10%) (PPO Plan)
  - July 1, 2015 to December 31, 2015: ten percent (10%) (PPO Plan)
  - January 1, 2014 to Dec. 31, 2014: eleven percent (11%) (HDHP Plan)
  - January 1, 2015 to December 31, 2015: eleven percent (11%) (HDHP Plan)
  - January 1, 2016 to December 31, 2016: ten percent (10%) (HDHP Plan)
  - January 1, 2017 to December 31, 2017: ten percent (10%) (HDHP Plan)
  - January 1, 2018 to December 31, 2018: eleven percent (11%) (HDHP Plan)
- B. Employees shall contribute one hundred percent (100%) of the dental insurance premium cost for dependent coverage each year of this contract.
- C. Employees shall not contribute to the premium cost of life insurance coverage.
- D. Each employee enrolled in a health insurance plan shall submit a written wage deduction authorization allowing the Board to deduct from wages on a periodic basis his or her share of the cost of the premiums. An employee may automatically forgo coverage if he or she does not contribute to the cost of the premiums in accordance with this section.

## **Section 11.3**

- A. Upon retirement from employment with the Board, those employees who are immediately eligible to collect full town pension benefits under the terms of their pension agreement shall be provided the opportunity to enroll in a medical insurance plan with a prescription drug rider and dental plan as set forth below.

Throughout their retirement, all eligible retired employees will be subject to any benefit plan changes negotiated and implemented for active employees.

Employees who are under the age of sixty five (65) and not eligible for Medicare may choose among the health insurance options offered to active employees (if an option exists).

For instance, such employees who retire after June 30, 2015 but prior to December 31, 2015 may choose the HDHP plan offered to active employees or the PPO plan offered to active employees.

Effective January 1, 2016, any employee who retires on or after December 31, 2015 shall be offered the HDHP Plan. Accordingly, any employee who retired or retires after June 30, 2015 but on or before December 31, 2015 and elected the PPO Plan shall be enrolled in the HDHP effective January 1, 2016. Retirees covered under the HDHP Plan shall receive five hundred dollars (\$500.00) on an annual basis as a contribution toward the retirees HDHP deductible.

Upon becoming eligible for Medicare, the employee will be transferred to a Medicare Supplemental policy with a prescription drug rider and dental plan.

Retirees who retire prior to December 31, 2015, shall contribute annually throughout their retirement a share of the premium costs for health insurance equivalent to the premium share contribution for active employees as of the year the retirement is effective in accordance with a payment plan designated by the Board.

Retirees who retire on or after December 31, 2015, shall contribute annually throughout their retirement a share of the premium share contribution costs for health insurance equivalent to the applicable premium share contribution in effect for active employees for the applicable contract year.

- B. Upon retirement from employment with the Board, those employees who are immediately eligible to collect full town pension benefits under the terms of their pension agreement shall be provided a four thousand dollars (\$4,000.00) term life insurance policy fully paid for by the Board.

#### **Section 11.4**

The Board shall provide employees a long-term disability plan, fully paid for by the employees, subject to enrollment percentages and any other restrictions imposed by the provider. The Board shall retain control over the selection of provider, plan design, coverage amounts, plan administration and all other aspects of the plan and may make changes to the plan and/or provider at any time.

#### **Section 11.5**

The above noted insurance shall be provided subject to and in accordance with the terms of the insurance carrier. Master group policies in the business office provide the detailed specifics of each plan. The above descriptions of insurance are only a general description of the plans.

#### **Section 11.6**

Employees hired prior to June 30, 2013 are eligible to participate in and be covered by the Borough defined benefit pension plan, between the Borough of Naugatuck, the Naugatuck Board of Education and Locals 1303-50 and 1303-12, of Council #4, AFSCME. It is understood that decisions regarding pension eligibility and pension amounts are solely under the control of the pension committee established by the plan. Any decisions pursuant to this contract's grievance procedure regarding pensions are purely advisory and shall be communicated to the pension committee.

All employees hired on or after June 30, 2013 shall be offered the Naugatuck Defined Contribution Union Plan and shall not be eligible for the Board's/Borough's defined benefit pension plan.

#### **Section 11.7**

Subject to law, including the rules and regulations of the Internal Revenue Service, the Board shall implement and maintain an Internal Revenue Code Section 125 salary reduction agreement designed to permit as exclusions from taxable income each employee's share of health insurance premiums. Employees who participate must complete and sign the appropriate wage deduction form. The Board makes no representations or guarantees as to the continued viability of such salary reduction agreement, and shall incur no obligation or engage in any form of impact bargaining in the event a change in law reduces or eliminates the tax exempt status of employee contributions or

other benefit. So long as the Board makes a good-faith effort to comply with this paragraph, neither the union nor any of its members shall make any claim or demand, or maintain any action against the Board or any of its members, employees or agents, for taxes, penalties, interest or other costs or losses arising from a flaw or defect in the salary reduction agreement, or from a change in law which may reduce or eliminate the employee tax benefit.

### **Section 11.8**

Any individual qualified for single medical insurance coverage who elects to waive the coverage shall receive an annual payment of six hundred fifty dollars (\$650.00) in lieu of the insurance benefit. Any individual qualified for two-person medical insurance coverage who elects to waive the coverage shall receive an annual payment of one thousand dollars (\$1,000.00). Any individual qualified for family coverage who elects to waive the coverage shall receive an annual payment of one thousand five hundred dollars (\$1,500.00). Notwithstanding the foregoing, if there is a total of thirty (30) employees who elect to waive coverage effective July 1st of any year, the foregoing waiver payments shall double for that year. All waiver payments are contingent on the employee submitting written notification that he or she has elected to waive coverage and also presenting evidence that he or she has alternate insurance coverage. Failure to contribute his or her share of premium costs without written notification that he or she is waiving coverage and proof of alternate insurance may result in the employee having no insurance coverage and no insurance waiver payments.

## **Article XII – Disciplinary Procedure**

### **Section 12.0**

A written warning, suspension, or discharge shall not be imposed without just cause.

### **Section 12.1**

Disciplinary action shall be as follows:

- A. Verbal warning
- B. Written warning
- C. Suspension
- D. Discharge

The Board may take disciplinary action without the need for progressive discipline when an offense is of such a nature that warrants it.

### **Section 12.2**

Any employee receiving a written reprimand is encouraged to respond to the reprimand in writing. An employee's written response is attached directly to the written reprimand. This document allows the employee's version of a situation, argument, or defense, to be read and reviewed in the event that the written reprimand is read for any reason in the future. If the employee agrees with the content of the written reprimand, they do not need to respond. The lack of response will be construed as agreement as there would be no alternative version of a situation documented in which to refer in the event that the employee's performance is questioned at a later date.

### **Section 12.3**

All disciplinary action shall be stated in writing. Verbal warnings shall be documented by the supervisor and include the date of the warning, details of the situation, and the directive for change. Employees shall receive a copy of the supervisor's documentation of the verbal warning and shall initial and date the documentation to indicate it was received. Written warnings may include information regarding any previous verbal warnings in conjunction with new or continued directives, but are in the form of a written memo and must be signed and dated by the employee to show that he/she received a copy. Notice of suspension and notice of discharge are also written documents and must

be signed and dated by the employee to show that he/she received a copy. Copies of all signed written warnings, notices of suspension and notices of dismissal shall be distributed as follows: one (1) to the employee, one (1) to the employee's personnel file and one (1) provided to the Union President or his/her designee.

## **Article XIII – Classification and Wages**

### **Section 13.0**

The following job classifications have been established.

#### **A. Department (1) - Cafeteria Employees**

- Cafeteria worker
- Cook manager
- High School cook manager
- Satellite cook manager.

#### **B. Department (2) - Custodial and Maintenance Employees**

- Head custodian
- Custodian
- Plant engineer
- Maintainer I
- Maintainer II
- Grounds maintenance employees
- Pool engineer
- Carpenter

#### **C. Department (3) - Secretarial and Clerical Employees (months are in parenthesis)**

- **Secretary I:**
  - Library Secretaries (10)
  - Nurse Secretaries (10)
  - All Part-Time Secretaries (10)
- **Secretary II:**
  - Medicaid/Special Services Secretary (10)
  - High School Music Secretary (10)
- **Secretary III:**
  - Secretary to Elementary School Principal (10)
  - Secretary to Intermediate School Principal (10)
  - Secretary to Middle School Principal (12)
  - Secretary to High School Principal (12)
  - Secretary to High School Associate Principal (12)
  - Computer Secretary (12)
  - Facilities Secretary (12)
  - Secretary to High School Guidance Counselors (10)
  - High school central treasurer (12)
  - All other full-time High School Secretaries (10)
- **Secretary IV:**
  - Secretary for Adult Continuing Education (12)

- Secretary to the Director of Special Services (12)
- Secretary to the Director of Instruction (12)
- Central Office Receptionist (12)
- **Account Specialist II:**
  - Secretary to the Assistant Superintendent (12)
  - Purchasing Agent & Secretary to the Business Manager (12)
  - Human resources coordinator (12)
  - Benefits Coordinator (12)
  - Payroll Administrator (12)
  - Purchasing Agent (12)
  - Accounts Payable Specialist (12)
  - General Ledger/Reporting Specialist (12)

**D. Department (4) Para educators**

- Para educators

**Section 13.1- New Positions**

This Agreement is negotiated on the basis of the job duties as they exist on the effective date of the contract. In the event the job duties for any position in the bargaining unit are changed, or a new position is created, the Board shall notify the Union prior to the implementation of any such change or new position, and upon request within ten (10) days of such notice, the parties shall meet to negotiate the rate of pay for such changed or new position. No change in any job description shall have the effect of disqualifying incumbent employees hired prior to the date this Agreement was signed unless required by law.

**Section 13.2**

If any employee is appointed to perform the work of a higher classification on a temporary basis for at least one (1) work day, or a vacancy in a higher classification or a new position or job created within the scope of the bargaining unit which is in a higher classification and the employee is qualified for the new position, he or she shall receive a salary adjustment to the lowest step in the higher classification that represents an increase in the employee's wage.

**Section 13.3**

The wage schedules for all employee groups are attached hereto as Schedules A, B, C and D.

**Section 13.4**

All employees shall be paid on a biweekly basis.

**Section 13.5**

Each employee who has twenty (20) years or more unit seniority will receive a longevity increment of two hundred fifty dollars (\$250.00). Payment shall be included in the first pay period in December annually.

**Section 13.6**

Effective within thirty (30) days of the parties' agreement (via negotiations, mediation or arbitration) on the collective bargaining agreement commencing on July 1, 2013, all bargaining unit employees shall be paid via direct deposit. Accordingly, all remuneration owed to employees shall be paid via direct deposit. Bargaining unit employees shall complete necessary documentation in order for the Board to implement direct deposit.

## **Article XIV – No Work Stoppages – No Lockouts**

### **Section 14.0**

Employees covered by this Agreement shall not engage in any work stoppage, slowdown, strike, picket line, sanction, or other concerted effort, to refuse to perform services in whole or in part.

### **Section 14.1**

The Employer agrees that there will be no lockout of any employee or employees during the life of this Agreement.

## **Article XV - Miscellaneous**

### **Section 15.0**

Bargaining unit work will not be performed by non-bargaining employees, other than human resources development employees, temporarily employed persons, substitutes and students. In the Custodial and Maintenance Department, bargaining unit work will not be performed by non-bargaining unit employees, other than human resources development employees.

In the event of a consecutive long term absence (i.e.- one (1) extending for more than ten (10) consecutive days) in a Custodial and Maintenance Department position, the Board shall allow current department employees, based on seniority and job description, the opportunity to work in lieu of the absent employee in addition to their regular duties for overtime pay (1½). Upon the eleventh day of a long term absence, the Board shall appoint a substitute from outside the bargaining unit.

### **Section 15.1**

Eligible employees will receive a clothing account, contributed to by the Board on the first pay day of each fiscal year. Said clothing account shall be prorated in the event that any of these employees severs his or her employment with the Board for any reason prior to completing a full year and the Board may deduct its share from any sums owed to said employee. Employees eligible for the clothing account are as follows:

- A. **Employee Group (2)** - Custodial and Maintenance employees who work twenty (20) or more hours per week: three hundred seventy five dollars (\$375.00) annually.
- B. **Employee Group (1)** - Cafeteria employees who work twenty (20) or more hours per week: two hundred fifty dollars (\$250.00) annually.
- C. Custodial and maintenance employees who are normally scheduled to work less than twenty (20) hours per week: eighteen dollars and seventy five cents (\$18.75) annually for each hour of work regularly scheduled each week.
- D. Cafeteria employees who work less than twenty (20) hours per week: twelve dollars and fifty cents (\$12.50) annually for each hour of work regularly scheduled each week.

The money in the clothing account shall be used by custodial and maintenance employees to purchase easily identifiable wash and wear shirts with insignia and work shoes as specified by the Board. The money in the clothing account shall be used by cafeteria workers to purchase white or black uniforms specified by the Board. In the event there is money left in an individual account that is less than the cost of any of the foregoing articles of clothing, the remainder of the account may be expended on accessory uniform items specified by the administration, such as socks and belts of a particular color or type.

Such shirts and shoes and uniforms shall be worn by employees at all times when working and shall be neat, clean

and in good condition at the start of each workday. Employees shall be responsible for laundering and proper care of such uniforms.

Such uniforms are the property of the Board and shall only be worn in connection with employees' employment with the Board. All uniform pieces must be returned to the Board upon an employee's separation of employment with the Board.

Prior to each school year, and upon hire for new employees, the Board will provide information to employees specifying the articles of clothing and shoes that are required and where and how to obtain them.

Employees shall pay for any shirts, shoes or uniform pieces they need after their clothing account is depleted, except in emergency or special circumstances when approved by the school administration.

### **Section 15.2**

The Board will provide rain gear for all employees in Group (2) (Custodial and Maintenance employees) who work twenty (20) or more hours per week and who are assigned to work in rain or snow.  
Section 15.3

The annual fee for a trade license for maintainers who maintain a trade license will be paid by the Board. The fee will be prorated if the maintainer leaves the employment of the Board.

### **Section 15.4**

Secretaries shall not be required to perform nurses' duties.

### **Section 15.5**

Employer will pay and decide who examines cafeteria employees for any medical examination required as a condition of employment.

### **Section 15.6**

The Board shall make available to the Union upon request, and without charge, a suitable meeting place in a school building for Union meetings.

### **Section 15.7**

Employees using their own vehicles, with prior authorization, for Board approved purposes, shall be compensated at the maximum IRS allowance for the calendar year.

### **Section 15.8**

The parties hereby understand that the use of pronouns shall include reference to both genders.

### **Section 15.9 - Work Performance Enhancement Plan**

The appropriate supervisor shall meet annually during the months of May and June with each employee in the bargaining unit under his/her supervision to discuss work performance based upon evaluation criteria contained in the evaluation forms mutually agreed upon by the Board and the Union. Employees may attach comments to his/her evaluation. The intent of this evaluation process is to provide constructive counseling to employees to help improve work performance and, generally, to create a positive and efficient work environment for all concerned. These evaluation forms shall be placed in the employee's official personnel file. Such evaluations may be introduced as evidence in any disciplinary proceeding and are not subject to the grievance procedure. Employees who are dissatisfied with their evaluations may respond to the document in written form, which would accompany the

evaluation document in the event of any future viewing.

**Section 15.10 Severance Pay**

After five (5) continuous years of employment by the Board of Education, eligible employees shall receive severance pay in an amount equal to eighty percent (80%) of all accrued sick leave, based on his/her current rate of pay, upon the following events:

- a. Termination of employment for other than just cause.
- b. Death of the employee. In the event of death, payment shall be made as designated by the employee's estate.
- c. Retirement by the employee at a time when such employee is eligible for benefits under the Borough of Naugatuck Defined Benefit Pension Plan (or the Naugatuck Defined Contribution Union Plan, if applicable).

**Section 15.11**

Attached hereto as part of this Agreement are the wage rate schedules for each department.

The list below reflects the general wage rate increases for the July 2013-June 2018 contract period.

- July 1, 2013 - June 30, 2014 2.0%
- July 1, 2014 - June 30, 2015 2.0%
- July 1, 2015 - June 30, 2016 2.5%
- July 1, 2016 - June 30, 2017 2.5%
- July 1, 2017 - June 30, 2018 2.5%

**Article XVI – Savings Clause**

**Section 16.0**

If any section, sentence, clause or phrase of the Agreement shall be held for any reason to be inoperative, void or invalid, the validity of the remaining portion of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement that no portion thereof, or provisions herein, shall become inoperative or fail by reason of the invalidity of any other portion or provision.

**Article XVII – Duration**

**Section 17.0**

This Agreement shall be effective when signed and shall remain in full force and effect through the thirtieth (30th) day of June, 2018.

If as of January 1, 2018, the total cost of a group health plan or plans offered under this Agreement meets the thresholds that would trigger an excise tax under the Internal Revenue Code Section 4980I, the parties agree to reopen this Agreement for the sole purpose of negotiating over health insurance.

**Section 17.1**

Any new or improved benefits under this Agreement shall only be retroactive if stated as such, provided, however, any general wage increases shall be retroactive to July 1, 2013.

**In Witness Whereof**, the parties hereto case this instrument to be executed and signed by their mutually authorized officers or representatives on this \_\_\_\_ day of \_\_\_\_\_, 2015.

For the Naugatuckor the Union Local 1813  
Board of Education Council 4, AFSCME, AFL-CIO

**Schedule A - Wage Rates for Department 1**

<b>Job Classification</b>	<b>7/1/13 to 6/30/14</b>	<b>7/1/14 to 6/30/15</b>	<b>7/1/15 to 6/30/16</b>	<b>7/1/16 to 6/30/17</b>	<b>7/1/17 to 6/30/18</b>
General Worker 20 hours or more	\$15.54	\$15.85	\$16.25	\$16.65	\$17.07
Less than 20 hours	\$15.54	\$15.85	\$16.25	\$16.65	\$17.07
Cook Manager	17.07	\$17.41	\$17.85	\$18.29	\$18.75
H.S. Cook Manager	19.95	\$20.35	\$20.86	\$21.38	\$21.91
Satellite Cook Manager	\$19.95	\$20.35	\$20.86	\$21.38	\$21.91

**Notes**

When a cook manager is absent from work for one full shift, the cafeteria worker who replaces him/her in the performance of her duties shall receive the cook manager's hourly rate.

**Schedule B - Wage Rates for Department 2**

<b>Job Classification</b>	<b>Step</b>	<b>7/1/13 to 6/30/14</b>	<b>7/1/14 to 6/30/15</b>	<b>7/1/15 to 6/30/16</b>	<b>7/1/16 to 6/30/17</b>	<b>7/1/17 to 6/30/18</b>
Custodian More than 20 Hours	1	\$20.62	\$21.03	\$21.56	\$22.10	\$22.65
	2	\$21.57	\$22.00	\$22.55	\$23.12	\$23.69
	3	\$22.13	\$22.57	\$23.14	\$23.72	\$24.31
Head Custodian	1	\$22.17	\$22.61	\$23.18	\$23.76	\$24.35
Ground Maintenance	2	\$22.81	\$23.27	\$23.85	\$24.44	\$25.06
Pool Engineer	3	\$23.79	\$24.27	\$24.87	\$25.49	\$26.13
Maintainer 1	1	\$22.80	\$23.26	\$23.84	\$24.43	\$25.04
HS Head Custodian	2	\$23.73	\$24.20	\$24.81	\$25.43	\$26.07
	3	\$24.57	\$25.06	\$25.69	\$26.33	\$26.99
Maintainer II	N/A	N/A	\$29.00	\$29.73	\$30.47	\$31.23
Plant Engineer	N/A	\$26.94	\$27.48	\$28.17	\$28.87	\$29.59
Custodian Less than 20 Hours	N/A	\$20.62	\$21.03	\$21.56	\$22.10	\$22.65
Carpenter	N/A	\$32.31	\$32.96	\$33.78	\$34.62	\$35.49
Electrician	N/A	\$35.76	\$36.48	\$37.39	\$38.32	\$39.28
Head Custodian Less than 20 Hours	N/A	\$22.17	\$22.61	\$23.18	\$23.76	\$24.35

In the event that a Maintainer holds and maintains a contractor’s license in a trade that the employee performs work on behalf of the Board as part of his/her regular duties and responsibilities as a Board employee, the Maintainer shall be classified as a Maintainer II.

**Note: Current employees shall be placed on Step 2 when they have completed 6 months in their classification and on Step 3 when they have completed one year in their classification.**

### Schedule C - Wage Rates for Department 3

<b>Job Classification</b>	<b>Step</b>	<b>7/1/13 to 6/30/14</b>	<b>7/1/14 to 6/30/15</b>	<b>7/1/15 to 6/30/16</b>	<b>7/1/16 to 6/30/17</b>	<b>7/1/17 to 6/30/18</b>
Secretary I	1	\$17.61	\$17.96	\$18.41	\$18.87	\$19.34
Secretary I	2	\$18.32	\$18.69	\$19.15	\$19.63	\$20.12
Secretary I	3	\$18.99	\$19.37	\$19.85	\$20.35	\$20.86
Secretary II	1	\$18.32	\$18.69	\$19.15	\$19.63	\$20.122
Secretary II	2	\$18.96	\$19.34	\$19.82	\$20.32	\$20.83
Secretary II	3	\$19.71	\$20.10	\$20.61	\$21.12	\$21.65
Secretary III	1	\$19.71	\$20.10	\$20.61	\$21.12	\$21.65
Secretary III	2	\$20.30	\$20.71	\$21.22	\$21.75	\$22.30
Secretary III	3	\$21.03	\$21.45	\$21.99	\$22.54	\$23.10
Secretary IV	1	\$21.03	\$21.45	\$21.99	\$22.54	\$23.10
Secretary IV	2	\$21.78	\$22.22	\$22.77	\$23.34	\$23.92
Secretary IV	3	\$22.96	\$23.42	\$24.00	\$24.60	\$25.22
Account Specialist I	1	\$22.02	\$22.46	\$23.02	\$23.60	\$24.19
Account Specialist I	2	\$22.66	\$23.11	\$23.69	\$24.28	\$24.89
Account Specialist I	3	\$23.48	\$23.95	\$24.55	\$25.16	\$25.79
Account Specialist II	1	\$23.35	\$23.82	\$24.41	\$25.02	\$25.65
Account Specialist II	2	\$24.05	\$24.53	\$25.14	\$25.77	\$26.42
Account Specialist II	3	\$25.00	\$25.50	\$26.14	\$26.79	\$27.46

**Notes:**

- Step 1 = 0-6 months
- Step 2 = 7-12 months
- Step 3 = 13-18 months where there are 4 Steps. In all other classifications Step 3 = 13+months
- Step 4 = 19+ months

**Schedule D - Wage Rates for Department 4**

<b>Job Classification</b>	<b>7/1/14 to 6/30/14</b>	<b>7/1/14 to 6/30/15</b>	<b>7/1/15 to 6/30/16</b>	<b>7/1/16 to 6/30/17</b>	<b>7/1/17 to 6/30/18</b>
Regular Education Paras 20 hours or more	\$12.47	\$12.72	N/A	N/A	N/A
Regular Education Paras loess than 20 hours	\$12.47	\$12.72	N/A	N/A	N/A
Special Education Paras	13.03	13.29	N/A	N/A	N/A
Transportation Paras	\$12.91	13.17	N/A	N/A	N/A
Para Educator 20 hours or more	N/A	N/A	\$13.62	\$14.46	\$15.33
Para Educator less than 20 hours	N/A	N/A	\$13.62	\$14.46	\$15.33

Effective July 1, 2015, all regular education and special education paraprofessionals shall be classified as para educators and the transportation paraprofessional position shall be eliminated.

**Note:** There are no steps in this schedule.