

AGREEMENT

-between-

WATERBURY BOARD OF EDUCATION

-and-

LOCAL 760

SERVICE EMPLOYEES INTERNATIONAL UNION AFL-CIO

**Classroom Assistants and Transportation
School Assistants Bargaining Unit**

July 1, 2005 through June 30, 2008

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PREAMBLE

WHEREAS, the Board of Education of the City of Waterbury, Connecticut, hereinafter called the Board, is dedicated to the proposition that its primary function is to provide quality education for all Waterbury School children who attend the public schools of the City of Waterbury; and

WHEREAS, the Board has availed itself of state and federal government grants which are offered to Local Boards of Education by legislation such as the Elementary and Secondary Education Act, enacted by the Congress of the United States, and the Act for Disadvantaged Children enacted by the Legislature of the State of Connecticut and the Board expects to avail itself of similar grants for subsequent years to the extent that the grant monies are available; and

WHEREAS, the Board recognizes that the thrust of many of these statutes is to provide extra educational benefits for socio-economic disadvantaged children and to offer educational innovations to the disadvantaged child as well as the mainstream child; and

WHEREAS, Local 760 of the Service Employees International Union, AFL-CIO, hereinafter called the Union, was certified on June 31, 1971 by the State Board of Labor Relations of the State of Connecticut as the representative for purposes of collective bargaining under the Connecticut Municipal Employee Relations Act of certain para-professionals personnel, hereinafter described who have been hired by the Board to assist the Board in carrying out the goals in connection with the Community School Program;

NOW, THEREFORE, the Board and the Union have entered into this Agreement effective from July 1, 2005 through June 30, 2008 unless a different effective date for any Article or Section is prescribed herein.

ARTICLE I RECOGNITION

Section 1. The Board hereby recognizes the Union as the sole and exclusive bargaining agent for the employees, whose positions are Classroom Assistant and Bus Driver, for the purposes of collective bargaining with respect to wages, hours, and other conditions of employment. These employees are employed by the Board in connection with the administration and implementation of the types of educational programs referred to in the Preamble hereof. The Board and the Union specifically agree that these positions are paid for and funded by federal and or state grants.

Section 2. DEFINITIONS - For purposes of this Agreement, the following terms shall have the following meaning:

- a. "Board" shall mean the Board of Education, City of Waterbury;
- b. "Employee" or "Employees" shall mean those personnel who are members of the bargaining unit certified by, and who occupy the positions described in

the Certification of Representative dated September 22, 1970, issued by the Connecticut State Board of Labor Relations for the Classroom Assistants, et al. bargaining unit. Subject to provisions of Article II, Section 2 hereof, the parties further agree that the term “employee” or “employees” does not include Supervisors, Licensed Teachers, Coordinators, Substitute or Part-Time Aides employed in the Grant Programs or any other personnel employed by the Board of Education.

c. The term “in pay status” as used in this Agreement shall be defined to embrace the following situation: an employee is receiving compensation (e.g. workers’ compensation or vacation pay or paid sick leave or other paid leave) from the Board.

d. The word “parties” shall be defined to mean, unless the contract clearly indicates otherwise, the Board and the Union.

e. The term “school year” shall mean, unless the contract clearly indicates otherwise, the period from July 1 of a given year through June 30 of the next succeeding year.

Section 3. All employees covered by this Agreement shall, as a condition of employment, become and remain a member of the Union in good standing, or shall pay to Union an amount equivalent to any dues or fees (including initiation fees) paid in the same time and manner as by a member in this bargaining unit, 30 days after the contract becomes effective or 30 days after being employed.

Amounts paid by non-members shall be contributed annually by the Union to a bona-fide non-religious charity.

The Union reserves the right to charge the reasonable cost of representation to any employee who has not become a member of the Union and who requests Union representation.

The Union agrees to defend and hold the Board harmless as the result of any claim by an employee arising from the provisions of this section.

Section 4. There shall be no discrimination, coercion, intimidation, interference or restraint by the Board or any of its agents against any employee because of membership in the Union or participation in Union activity.

Section 5. The City will allow no more than a total of six (6) days per year of paid leave to the bargaining unit for the purpose of attending union conference, provided that no more than one (1) employee is off at a time, that written request is submitted to the employee’s supervisor as soon as possible but not less than two (2) weeks prior to the leave and that approval is subject to the operational need of the school system.

ARTICLE II
DURATION OF CONTRACT AND
MANAGEMENT RIGHTS CLAUSE

Section 1. The parties agree that this Agreement shall be effective as of July 1, 2005 through June 30, 2008. If either the Board or the Union desire to meet for purposes of negotiating changes or modification in the provisions of this Agreement, either shall give written notice of such desire to the other by certified or registered mail not less than one hundred twenty (120) days prior to the expiration of this Agreement.

Section 2. The parties agree and recognize that the employees covered by this Agreement are employed by the Board in connection with educational programs enumerated in the Preamble hereof which programs are entirely funded and paid for (at least as to the wages and/or economic benefits of the employees herein) by the federal and/or state governments under such educational legislation as the federal Elementary and Secondary Education Act and the State of Connecticut Act for Disadvantaged Children. The parties recognize that these programs are funded on a year-to-year basis only and in the event that either the Congress, the Department of Health, Education and Welfare, and/or the Connecticut Legislature or Connecticut State Department of Education withdraw funding for any and/or all of the said programs, which the employees herein assist in administering and implementing, or change the standards in terms of educational objectives or budgetary allocations or priorities, then the Board will no longer be able to continue these programs and retain the employees herein in the employ of the Board.

The parties further recognize that the decision to continue any given educational program, quite independent of the availability of funding for the program, is in the sole discretion of the Board. In the event that the Board decides to revise or realign its educational priorities and terminate any or all programs, then the employees hereunder will not be required to be retained by the Board and the Board may terminate their services. However, the Board agrees that it will not utilize a simple name change of a program or of a job title describing the employees hereunder as a device to terminate the services of an employee covered hereunder or to deprive an employee hereunder of any of the benefits of this Agreement; that is if the substantive educational objective and framework of a given program is continued by the Board during the life of this Agreement, then the Board agrees that it will not assert that a mere change in name of a program or of a job title of the employees herein (without a substantive change in the program or a substantive change in the job requirements of the position) is a basis for any claim by the Board that it is not bound by the terms of this Agreement or that the employees are not entitled to the benefits of this Agreement. Otherwise, the Board shall have the exclusive right to determine whether it wishes to continue or terminate any given program.

The parties further recognize that the obligation of the Board to fulfill any provisions of this Agreement is expressly limited to, and expressly contingent upon, the

receipt of the federal/state grants which are the sole source of economic benefits of this Agreement.

Section 3. The parties agree that this Agreement, or any successor Agreement renewed per the terms of Section 1 hereof, may be terminated prior to the termination date prescribed by Section 1 of Article II, in the event that the Board does not receive adequate funds, or receives a reduced amount of funds or if the funds previously allocated are cut or terminated; which funds are received from state and/or federal sources as delineated in Section 2 hereof and which funds are utilized to carry on those educational programs which are described in the Preamble.

Section 4. Upon termination or reduction of grant funds, there will be no residual liability on the part of the City of Waterbury to make payments under this Agreement.

Section 5. Except as otherwise limited by an express provision of this Agreement, the Board reserves and retains, whether exercised or not, all lawful and customary rights, powers and prerogatives of public management. Such rights include, but are not limited to, the following:

a. the right to prescribe and enforce reasonable work rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the City, provided such rules and regulations are made known in a reasonable manner to the employees affected by them. Prior to the promulgation of new or modified rules and regulations, the Board shall meet with the Union to discuss them and shall give due consideration to the Union's recommendations concerning same. The City shall bargain over the impact, if any, of the Board's decision;

b. the right to assign work to employees, including the right to assign incidental duties that may not be specifically enumerated in an employee's job specification;

c. the right to create job descriptions and revise existing job descriptions as deemed necessary, with such procedures for the applicable rate of pay as are required by Article I, Section 3 of this Agreement;

d. the right to determine work schedules including the right to change the regular workweek, the length of the regular workday, the hours of work, the beginning and ending time of each shift or assignment and the number of shifts to be utilized;

e. the right to establish the methods and processes by which work is performed, including the right to select and to determine the number and types of employees required to perform operations;

f. the right to establish or continue policies, practices and procedures for the conduct of City business and, from time-to-time, to change or abolish such policies, practices, or procedures, subject to the City's obligation to bargain over the impact, if any;

g. the right to lay off or otherwise relieve employees from duty for lack of work or other legitimate reasons;

h. the right to discontinue services, positions, operations or programs in whole or in part; and

i. the right to transfer or subcontract, in whole or in part, work performed by the bargaining unit if, in the sole judgment of the Board, it can be done more economically, effectively or expeditiously as a result of such action.

ARTICLE III DUES CHECKOFF

Section 1. The Board agrees to make arrangements with the Payroll Department of the City of Waterbury to deduct from the paycheck of each employee a sum certified in proper form in writing by the Local Secretary or other authorized official of the Union, which sum is specified to be Union dues, initiation fees and/or reinstatement fees or their equivalent per Article 1, Section 3.

Section 2. These deductions will be made once a month on the same payday of each month, as specified by the Board and the Grants Payroll Office of the Board and agreed to by the Union, during the ten-month period from September of a given calendar year through June of the next succeeding calendar year in an amount which represents 1/10th of the annual union dues; that is, each monthly deduction shall be an amount which is the equivalent of one-tenth of the annual union dues.

ARTICLE IV HOURS OF WORK, WORK ASSIGNMENTS, HIRING, DISCHARGE AND PROBATION

Section 1. Subject to the right of the Board to alter the hours of work because of bona fide reasons geared to the needs of the Early Childhood Program, the hours of work for employees covered by this Agreement shall be seven (7) hours per day (exclusive of any lunch or supper hour) based upon a five (5) day work week. The Board or Superintendent or his/her designee retains the exclusive right to schedule the hours worked in any workday.

Section 1a. Employees shall be paid for actual hours worked and shall not be paid for anytime not at work (e.g., tardiness or absences) unless paid pursuant to authorized paid leave set forth in this Agreement.

Section 2. The right and authority to hire employees, to transfer and/or assign employees to programs, and to make work schedules, including starting and stopping hours, to change the work year, work week, or daily work hours, and to make work assignment schedules, is vested exclusively in the Board, the Superintendent of Schools or his/her designee.

Section 3. In all cases of determining an employee's qualifications for a job assignment within any of the programs, the final judgment rests with the Board and/or Superintendent of Schools or his/her designee. Any employee deemed unqualified shall be entitled to hear from the Superintendent of Schools or his/her designee, with or without the presence of his/her steward as he/she may desire, the reasons why he/she has been adjudged unqualified.

Section 4. The Board and/or the Superintendent or his/her designee shall have the exclusive authority to terminate any employee for just cause.

Just cause for discharge shall include but not be limited to the following offenses:

- a. Insubordination.
- b. Conviction of a felony or a misdemeanor involving moral turpitude.
- c. Willfully giving false statement to supervisors, officials, the public or the Board of a serious nature.
- d. Discovery by the Board of a false statement in an application.
- e. Refusal to be examined by a Board authorized medical physician when so directed by the Board.
- f. Inefficiency, misconduct or inability to perform the work of the position satisfactorily.
- g. Tardiness in excess of 15 minutes on four separate occasions in a school year.
- h. Unauthorized leaves of absence, which are defined as leaves taken which are not pursuant to contract, law or written approval of the Superintendent of Schools or his/her designees, in excess of a total of four days in a school year.
- i. Unsatisfactory work performance.
- j. Action or conduct detrimental to the program(s) or students in the program(s) or the Board in general.

Section 5. Any employee hired for a position covered by this Agreement shall work a probationary period of six (6) months. During the probationary period, the employee shall have no seniority entitlement (which seniority entitlement is prescribed in Article V hereof) and shall have no right or recourse to the Grievance procedure, prescribed in Article X hereof. Such employee, upon successful completion of the said probationary period shall acquire seniority back to his/her original date of hire. The Board may extend the probationary period up to the amount of lost time during the first six (6) months. The Board may unilaterally extend an employee's probation for up to an additional three (3) months at its sole discretion.

When an employee finishes his/her probationary period, then in the event he/she is discharged, he/she shall have recourse to the grievance procedure at the second step thereof. In the case of an attempt to file a grievance by an employee who has completed

his/her probationary period and whose services have been terminated, the fact of termination or cutback in funding under the grant program, and/or change in the program by the Board, shall be a complete and valid defense by the Board and the Parties agree that such a matter is not a grievable matter under this Agreement.

Section 6. In the event a bargaining unit member works in excess of forty (40) hours in a work week, the employee shall be compensated at the overtime rate of one and one-half (1½) times his/her hourly rate of pay for all hours worked in excess of forty (40) hours in accordance with the Fair Labor Standards Act.

Section 7. Prior to the implementation of final decisions regarding changed responsibilities of employees in these Units, such personnel shall be informed. In any disagreement regarding changes in duties, employees shall have recourse to established grievance procedures, as prescribed by this Agreement.

Section 8. Whenever bus emergencies arise due to snow conditions or a system-wide shutdown of the school system, the Board of Education shall not require employees of the bargaining unit to notify the affected parents. The employees shall be required to notify such parents whenever such emergency affects a particular situation or bus rather than a system-wide situation. Employees absent from work on sick leave shall not be required to perform work-related duties. In special cases, bus drivers between runs may be required to make phone calls for absent classroom assistants.

Section 9. Employees shall be compensated at their regular hourly rate up to a maximum of four hours each year for required attendance at the annual “Open House” teacher/parent conferences during the school year.

ARTICLE V SENIORITY

Section 1. Seniority will be defined as an employee’s total length of service since his/her most recent date of hire with the Board of Education in a bargaining unit for which Local 760 is recognized as the bargaining representative.

Section 2. The Board shall provide annually a list of employees, showing their most recent dates of employment, and their seniority.

Section 3. For the purpose of layoffs, seniority shall be defined as an employee’s total length of service in the classification within the bargaining unit. In the event of a lay-off employees shall be laid off in the reverse order of seniority, within each classification with their bargaining unit.

Section 3(a). In the event of layoff, those employees with the least seniority in each classification (i.e. Classroom Assistant, etc.) shall be laid off first provided the more senior employees have the ability to perform the required work. Employees shall have the right to bump less senior employees in previously held classifications provided they are

qualified and immediately capable of performing the required work, as determined by the Board.

Section 4. Laid-off employees shall have recall rights for two (2) complete years from their date of lay-off, or for a period equal to their length of seniority, whichever period is shorter.

a. No new employee(s) shall be hired into a classification while employee(s) are on layoff with recall rights to the same classification.

b. In the event that there is a recall of an employee on lay-off to a position requiring a C.D.L. license, the senior employee(s) on lay-off who has a C.D.L. license will be recalled first.

Section 5. Any job or position openings in the bargaining unit shall be posted for a period of five (5) working days. Employees interested in bidding for the job openings will notify the Office of Educational Grants in writing prior to the expiration of the five (5) days.

a. The senior qualified employee in the bargaining unit in which the opening occurs who bids for the job shall get the job.

Section 6. Insofar as Seniority (Article V) is concerned, seniority provisions shall be effective:

- a. When position responsibilities are similar;
- b. When there is prior experience;
- c. When prior performance and attendance, as noted in evaluation, are satisfactory;
- d. further recognition will be given to additional training experience gained since the latest evaluation, provided the employer is notified of such.

Section 7. Any provision of Article V shall not be construed to be in conflict with the federal/state grant requirements. The employer and the Union will meet to attempt to resolve conflicts, should they arise.

Section 8. When an employee, who was previously eligible for benefits, transfers from another bargaining unit not represented by the S.E.I.U. to this bargaining unit, with no break in service, then he/she brings with him/her the years of service credit for vacation and longevity time and sick bank. This credited service does not count towards layoff, seniority, or bumping rights.

ARTICLE VI JOB SECURITY

Section 1. Subject to Civil Service rules and regulations, incumbent employees within the bargaining unit shall be retained with full seniority and other rights and

benefits under the Agreement, should the City of Waterbury assume administration of the Office of Educational Grants and other programs under its jurisdiction. The City shall retain all the rights and privileges set forth in this agreement, including management rights.

Section 2. At any time during the term of this Agreement, the City shall have the right, pursuant to applicable law, to require that the Civil Service Commission administer the hiring and promotion of bargaining unit positions. The Board shall have the obligation to bargain with the Union over the impact of such decision as required by applicable law.

ARTICLE VII LEAVE PROVISIONS

Section 1. For the purposes of this Article, sick leave is defined as absence from work because of non service connected illness or injury or absence from work for medical or dental treatment which cannot be scheduled during the employee's non working hours. Sick leave shall be granted without loss of the employee's normal pay to the extent of the employee's sick leave eligibility as prescribed in Section 2 hereof. Loss of time from work occasioned, or necessitated, by maternity disability may be considered to be sick leave as defined herein.

Section 2. Employees shall be credited with sick leave eligibility, as hereinafter noted, for each complete calendar month in pay status during the months September through June and shall carry forward unused sick leave accumulated. The sick leave eligibility for employees shall be one and one-quarter (1¹/₄) days per month for each month of the school year that the employee is in pay status. Employees must be in pay status on all of the school days in a given month (except for 2 days) in order for that employee to be entitled to receive the one and one-quarter (1¹/₄) days of sick leave entitlement for that month that school is in session. The said unused sick leave carried forward to this Agreement together with the sick leave eligibility accrued in accordance with the formula prescribed herein shall be limited to 100 days.

The Board may convert paid time off accruals to a unit consistent with operation of the City's/Board's recordkeeping and/or payroll system, as the same may be revised from time-to-time. The accrual unit may be calculated each year based on the number of scheduled school days.

In the event that an employee has used all of such employee's sick leave, where a genuine need arises, other employees in the bargaining unit may donate their sick leave.

Section 3. An acceptable medical certificate signed by a licensed physician may be required of an employee by his/her department head to substantiate a request for sick leave for the following reasons:

- a. any period of absence consisting of more than three (3) consecutive work days;

b. To support a request for such leave during annual leave (i.e., during the paid vacation period prescribed by Article XV, hereof);

c. Any absence from work if previous absences from work occur frequently, habitually, or abusively (e.g., absences occurring immediately before or after weekends, holidays, and other time off) provided that prior to the absence, the employee has been warned in writing, or notified, by his/her department head, that such certification will be required.

Section 4. In each instance encountered, each employee shall be granted leave without loss of pay, to be called Funeral Leave, in the event of a death in his/her immediate family. Such leave shall be taken between the day of death and the day of burial, except that in no event shall such leave be more than three (3) working days commencing with the day of death. For the purpose of this section, the phrase “immediate family” shall include the following: spouse, child, mother, father, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, sister, brother, step-parents, step-children, brother-in-law, sister-in-law, or any foster parent/child or any relative domiciled in the employee’s household.

In the case of an aunt, uncle, niece, nephew, former legal guardian, foster parents/children (except those domiciled in the employee’s home who shall be considered immediate family) of the employee, one (1) day of Funeral Leave with pay, if necessary to attend the funeral of such relative shall be granted to the employee. For purposes of the preceding sentence, the words “aunt” and “uncle” shall include, within their meaning, the spouse of a blood related aunt or uncle.

In no event shall employees be paid funeral leave for days upon which they are not scheduled to work.

The employee must notify the Board as to the date or dates he will be on Funeral Leave. When the employee returns to duty he shall provide to the Board all pertinent information as requested on the Funeral Leave Forms provided by the Board.

Section 5. An employee may be granted a leave of absence without pay by the Board (e.g., maternity leave) in accordance with the Family Medical Leave Act, 29 USCS § 2612, as amended and the City’s policy.

Section 6. An employee who has exhausted his/her sick leave may request in writing an advance of additional sick leave. Such request shall be reviewed by a committee of three, consisting of the Superintendent of Schools, his/her designee and a member of the Board of Education: which committee shall consider the employee’s record as a whole including his/her length of service and his/her use and/or abuse of sick leave privileges in the past. In no event shall the committee approve advance sick leave in excess of twenty (20) working days for any one request. The committee’s decision regarding such request shall not be subject to the grievance procedure. An employee who is granted advance sick leave shall be required to sign a wage deduction authorization form and related promissory note to ensure the advance is repaid.

Section 7. In the event of retirement (as retirement is hereinafter defined) or death, an employee, or the employee's estate, shall receive, as terminal pay, one-half (½) of his/her then accumulated sick leave valued at the applicable rates in use at the time of death or retirement. For the purpose of this Section, an employee will be deemed to have retired if he resigns from employment after attaining twenty-five (25) years of service and fifty-five (55) years of age or fifteen (15) years of service and sixty-five (65) years of age. Neither an employee terminated for cause nor an employee hired or rehired after April 10, 2003 shall be entitled to this benefit.

Section 8. Each employee who was an employee on September 10th of the pertinent school year shall be granted three (3) personal days as days off with pay, within the school year subject to the demands of service as determined by the Superintendent of Schools or his/her designee, provided the employee is an employee (as defined in this Agreement) on the date of the personal day and provided, further, that he/she satisfactorily completed his/her probationary period as a new employee. Unused personal days may not be carried over to the following year. Except in an emergency situation, a request for the personal day shall be made by the employee to the Superintendent of Schools or his/her designee at least one week in advance of the date requested for the personal day.

Section 9(a). Jury Duty. An employee who is summoned and reports for jury duty (examination as a prospective juror and/or actual service as a juror) as prescribed by applicable law shall be paid a jury duty pay, an amount equal to the length of his/her necessary absence from work during his/her normal work day hours multiplied by his/her regular straight time hourly rate of pay for a maximum of seven (7) hours in any day, less any statutory juror fees received by the employee.

Section 9(b). In order to be eligible for jury duty pay, prescribed by Section 9(a) hereof, an employee:

- a. must have been scheduled to work on that day;
- b. must immediately notify the Superintendent of Schools or his/her designee after receipt of notice of report to jury duty;
- c. must have reported for work on any day during the period of jury duty when he/she was not necessarily absent from work on account of jury duty;
- d. must furnish a certificate of jury service showing the time of reporting and the time of dismissal on each day for which jury duty is claimed and the amount of all statutory juror fees received by him/her.

Section 9(c). The provisions of Section 9 (a) and (b) hereof shall not apply in cases of any jury duty on a Saturday or Sunday or any day that the employee is not regularly scheduled to perform work because of a school recess or otherwise.

Section 10. If a member of the unit is absent because of illness due to a communicable disease (i.e. mumps, measles, chicken pox, conjunctivitis and

mononucleosis) traceable to contact made in school, the absence shall not be charged against his/her annual or accumulative sick leave.

Section 11. In the event of a snow day or other school day when school is called off, employees shall take the day without pay and be paid for the make-up school day whenever it occurs.

Section 12. In the event of an early dismissal, employees shall be paid for a full work day. The Board retains the right to require employees to remain working until all students have left the school.

Section 13. In the event of a professional in-service day for teachers, employees shall receive the day off with pay unless the Board, in its sole discretion, schedules training for employees.

ARTICLE VIII GRIEVANCE PROCEDURE

Section 1. The most effective accomplishment of an employee's work for the Board requires prompt consideration and equitable adjustment of employee grievances. It is the desire of the Board to address the grievances informally, and both supervisors and employees are expected to make every effort to resolve problems as they arise. However, it is recognized that there will be grievances which will be resolved only after formal appeal and review.

Section 2. Any employee who has a complaint that there has been a violation, misinterpretation or misapplication of a specific provision of this Agreement or of a condition affecting his/her health or safety, may process a grievance in accordance with the procedures specified herein and shall have the right to have Union representation present at any step in the grievance procedure if he/she so desires.

Step 1: An employee shall first present his/her grievance to the coordinator of the Program in which the employee is employed within ten (10) calendar days of the occurrence giving rise to the grievance. The coordinator shall make careful inquiry into the facts and circumstances of the complaint in an attempt to resolve the problems promptly and fairly. He shall give his answer to the employee within five (5) working days from the time the grievance is submitted to him.

Step 2: Any employee who is dissatisfied with the decision of his/her coordinator may submit the grievance in writing to the Superintendent of Schools or his/her designee with a copy to the Union within five (5) working days of the receipt of the coordinator's answer under Step 1. The Superintendent of Schools or his/her designee shall make such investigation and conduct such hearings as it deems necessary and inform the employee and the Union in writing, of his decision and the reasons therefore within ten (10) working days subsequent to the date of his receipt of the grievance.

Step 3: If an employee or the Union remains dissatisfied with the answer of the Superintendent of Schools or his/her designee he/she or the Union may obtain a review

by Board of Education by submitting a request for review, in writing, within five (5) working days following receipt by the employee and the Union of the decision of the Superintendent of Schools or his/her designee. The Board shall make such investigation and conduct such hearings as it deems necessary and shall (within thirty (30) calendar days from the date of the receipt by the Board, at a regular Board meeting, of the employee's or the Union's request for review of the Step 2 decision) inform the employee and the Union, in writing, of its findings and decision including its decision to seek mediation and/or arbitration pursuant to step 4 hereof.

Step 4: If an employee or the Union is dissatisfied with the Board decision in Step 3, then either the Union or the Board may within fifteen (15) calendar days of the issuance of the decision of the Board in Step 3, request, in writing, (with a copy of the request to be sent to the other party) the mediation services of the Connecticut State Board of Mediation and Arbitration.

Step 5: In the event that either party exercises its right to mediation and mediation does not resolve the dispute or in the event that neither party exercises its right to mediation. and the grievance is not resolved within twenty (20) days of the filing of the Step 4 notice, then either the Union or the Board may request, in writing, (with a copy of the request to the other party) that the Connecticut State Board of Mediation and Arbitration provide arbitration service. However, the Board or the Union may have any grievance at the State Board of Mediation and Arbitration removed, within thirty (30) days from the date filing with same, to either the American Arbitration Association or the Alternative Dispute Resolution Center. The written request for arbitration service must be made within ten (10) calendar days of the receipt of notification from the Mediator that the Mediator is unable to resolve the grievance by means of his or her Mediation Service. If no such intention to seek arbitration of the grievance is received by the Board or by the Union from the other party, as the case may be, within the said 10-day period, the grievance shall be considered settled on the basis of the disposition given in writing by the Board at Step 3.

Section 3. All questions submitted to arbitration under the terms of this Agreement shall be submitted in accordance with the rules and regulations, then prevailing, of the Connecticut State Board of Mediation and Arbitration or, where applicable, the rules of the American Arbitration Association or the Alternative Dispute Resolution Center.

Section 4. The Arbitrator or Arbitration Panel shall have no power to add to, subtract from or modify any of the terms of this Agreement.

Section 5. The Arbitrator's award shall be made in writing and shall be rendered within the time limit prescribed by the then current rules of the Connecticut State Board of Mediation and Arbitration or, where applicable, the American Arbitration Association or the Alternative Dispute Resolution Center. The decision of said arbitrator shall be final and binding on both parties and on all employees.

Section 6. Any expenses incidental to mediation and/or arbitration shall be borne equally by both parties although each party shall be responsible for its own legal fees associated with mediation and/or arbitration. However, in the event either the Union or the Board exercises its option under Step 5 to use the American Arbitration Association or the Alternative Dispute Resolution Center, the filing and Arbitrator fees shall be borne by the removing party.

Section 7. Failure to process the grievance within the time limits established in the preceding Sections presumes that it has been satisfactorily resolved at the last step to which it has been properly processed. Failure on the part of the Board's representatives to answer the grievance in the time limits established in the preceding Sections presumes that the claim made in the grievance is denied and may be processed to the next step.

Section 8. The parties agree that all notices and other documents involved in the Grievance Procedure beyond Step 4 must be mailed by Certified and/or Registered mail, return receipt requested.

ARTICLE IX HOLIDAYS

Section 1. The following days are hereby designated as holidays and they shall be paid for, at the employee's normal rate of pay for one work day, under the following conditions when not worked

| | |
|------------------------|----------------------------|
| New Year's Day | Labor Day |
| Martin Luther King Day | Columbus Day |
| Lincoln's Birthday | Veteran's Day |
| Washington's Birthday | Thanksgiving Day |
| Good Friday | Day after Thanksgiving Day |
| Independence Day | Christmas Day |

Section 2(a). For each year of this Agreement, the Board shall have the discretion to select the dates on which Lincoln's Birthday and Washington's Birthday shall be celebrated.

Section 2(b). To qualify for the above (Section 1) holiday pay, the employee must be in pay status for the last scheduled working day prior to and the first scheduled working day subsequent to the holiday.

Section 2(c). The holiday must fall on a regularly scheduled work day except:

- a. Any holiday falling on a Sunday shall be observed on the following Monday;
- b. Any holiday falling on Saturday shall be observed on the preceding Friday.

Section 3. If a holiday occurs during an employee's paid sick leave, he/she shall receive full holiday pay, prescribed by Section 3 hereof, for that day but the day shall not be charged against his/her sick leave allowance.

ARTICLE X PRESERVATION OF RIGHTS

Section 1. The parties recognize that the Board retains all rights it had prior to the signing of this Agreement, except as such rights, whether exercised or not, have been specifically relinquished or abridged by this Agreement.

Section 2. The parties further recognize that if any provision of this Agreement is contrary to a specific practice existing prior to the date of execution of this Agreement, then the provision of this Agreement shall prevail.

Section 3. This Agreement represents the complete and full understanding of the parties with respect to rates of pay, wages, hours of employment and other conditions of employment which shall prevail during the term hereof and any matters or subjects not herein covered have been satisfactorily adjusted, compromised or waived by the parties for the life of this Agreement.

ARTICLE XI UNION ACTIVITIES

Section 1. The Union shall notify the Board in writing of the names of all officers and stewards who are employees of the Board

Section 2. Union activities required to administer this Agreement shall be carried on with the approval of the Superintendent of Schools or his/her designee in such a manner as not to interfere with the educational process of any of the programs. In the event it is necessary to present a grievance step during normal work hours and the employee requests the presence of a steward or other authorized Union representative at this time, then the steward or Union official (who is an employee) shall continue to be paid during the time that he/she is acting in behalf of the employee. However, no compensation shall be paid to any employee or any steward or any Union official for any Union activity, including representation at any step in the grievance procedure, which occurs beyond the normal work hours.

ARTICLE XII NO STRIKE OR LOCKOUT

During the life of this Agreement, there shall be no strikes, slowdowns, suspension of work or stoppage of work by any employee or employees in any part of the Board's operation dealing with the programs covered by this Agreement or otherwise. There shall be no picketing of schools or headquarters or otherwise and this provision shall also prohibit informational picketing. There shall be no lockout by the Board of any

employee. The prohibition against strikes, slowdowns, suspensions, or stoppage of work in this Section shall be in addition to the prohibition as by State Statute made and provided.

ARTICLE XIII WAGES

Section 1. Wages for incumbent employee in the bargaining unit shall be increased according to the following schedule:

- a. Effective July 1, 2005, the hourly rate for all members of the bargaining unit shall be adjusted by general wage increase of 3%.
- b. Effective July 1, 2006, the hourly rate for all members of the bargaining unit shall be adjusted by an additional general wage increase of 3%.
- c. Effective July 1, 2007, the hourly rate for all members of the bargaining unit shall be adjusted by an additional general wage increase of 3%.

Section 2. The Union understands that the Board has been paying the employees covered by this Agreement on a bi-weekly basis; the Union agrees that the Board reserves that right to establish or change the pay period and/or pay day for employees.

The parties agree that for new hires, the following shall apply:

- a. The hiring rate shall be \$7.50 per hour effective July 1, 2005 and shall increase to \$7.65 effective January 1, 2007.
- b. After successful completion of the probationary period, such newly hired employee shall advance to the applicable rate listed below:
 - i. Effective July 1, 2005, \$8.10 per hour;
 - ii. Effective July 1, 2006, \$8.34 per hour.
 - iii. Effective July 1, 2007, \$8.59 per hour.
- c. Newly hired employees shall advance to the contract rate set forth in Appendix A one (1) year from the date of hire.

Section 3. Each employee shall be entitled to participate in the City's 457 Deferred Compensation Plan.

ARTICLE XIV INSURANCE

Section 1. Prior to January 1, 2006, the current medical, prescription and dental plans shall remain in effect. Effective January 1, 2006, the City shall provide and continue in full force and effect the insurance program described below:

a. **Medical Plans.** Each employee shall be eligible to elect the following healthcare options effective the first of the month following date of hire and during the City's designated open enrollment period(s):

1. The Century Preferred Managed Care Program with the following co-payments:

- \$20 for all office visits
- \$75 for emergency room/urgent care
- \$100 for outpatient surgery
- \$200 inpatient hospitalization

There is an unlimited lifetime maximum benefit for in-network providers.

For out-of-network services, there shall be an annual deductible of \$400/800/1,200 for individual, two person, and family coverage with subsequent coinsurance of 30% on covered expenses of up to \$4,000/8,000/12,000 respectively for individual, two person, and family coverage. The maximum "out-of-pocket" expense associated with the out-of-network cost share is \$1,600/3,200/4,800 for individual, two person, and family coverage respectively. If a non-network provider is used, the employee or dependent may be subject to balance billing above and beyond the allowable maximums. The program includes managed benefits with a 25% professional penalty imposed if guidelines are not followed. There is an unlimited lifetime maximum benefit for in-network providers.

2. The Blue Care POS Plan with the following co-payments:

- \$20 for all office visits
- \$75 for emergency room/urgent care
- \$100 for outpatient surgery
- \$200 inpatient hospitalization

There is an unlimited lifetime maximum benefit for in-network providers.

For out-of-network services, there shall be an annual deductible of \$400/800/1,200 for individual, two person, and family coverage with subsequent coinsurance of 30% on covered expenses of up to \$4,000/8,000/12,000 respectively for individual, two person, and family coverage. The maximum "out-of-pocket" expense associated with the out-of-network cost share is \$1,600/3,200/4,800 for individual, two person, and family coverage respectively. If a non-network provider is used, the employee or dependent may be subject to balance billing above and

beyond the allowable maximums. The program includes managed benefits with a 25% professional penalty imposed if guidelines are not followed. There is an unlimited lifetime maximum benefit for in-network providers.

3. The Blue Care POE Plan, with services limited to network providers; out-of-network services are not permitted. The following co-payments apply:

- \$10 for office visits; \$20 for visit to a specialist
- \$50 for emergency room/urgent care
- \$100 for outpatient surgery
- \$200 inpatient hospitalization

Prior authorization is required for certain services.

There is an unlimited lifetime maximum benefit for in-network providers.

b. **Prescription Drug Benefits.**

1. Employees who enroll in the Century Preferred Managed Care Program or the Blue Care POS Plan shall enroll in the Anthem Public Sector Three-Tier Prescription Drug Plan with co-payments of \$10 for generic drugs, \$20 for listed brand name drugs, and \$30 for non-listed brand name drugs, and required generic substitution, for a 30-day supply. Mail order co-payments for a 90-day supply of maintenance medications are twice the co-pay for a 30-day supply. For non-participating pharmacies, the plan pays 70% of the Anthem allowance. The annual maximum benefit is \$1,000.00.

2. Employees who enroll in Blue Care POE shall enroll in the Anthem Public Sector Three-Tier Prescription Drug Plan with co-payments of \$5 for generic drugs, \$10 for listed brand name drugs, and \$15 for non-listed brand name drugs, and required generic substitution, for a 30-day supply. Mail order co-payments for a 90-day supply of maintenance medications are twice the co-pay for a 30 day supply. The annual maximum benefit is \$1,000.00.

c. **Dental Plan.** Employees who enroll in one of the medical plans made available shall have the option to enroll in the dental coverage that is associated with each specific health plan. The dental coverage associated with the above referenced medical plans is the Anthem Full-Service Dental Plan and Dental Rider A (dependent child rider). The following shall apply to this plan:

- 100% coverage for preventive services and 50% coverage for basic services.
- A deductible of \$50, \$100, or \$150 respectively shall apply for individual, two person, or family coverage.
- A calendar year maximum of \$1,000 per participant.

Section 2. Premium Cost Sharing. Employee premium cost sharing shall be by payroll deduction and shall be as follows:

- a. **Medical.** Each employee shall pay the following portion of the premium or premium equivalent for the above medical plans for the coverage of the employee and the eligible dependents of the employee:

| | |
|-------------------|-------|
| Century Preferred | 20% |
| BlueCare POS | 12.5% |
| BlueCare POE | 5% |

- b. **Prescription.** Each employee who is enrolled in the prescription plan shall pay 20% of the premium or premium equivalent for the coverage of the employee and the eligible dependents of the employee.
- c. **Dental.** Each employee who is enrolled in the dental plan shall pay 20% of the premium cost share or premium equivalent for the coverage of the employee and the eligible dependents of the employee.
- d. The City shall provide a premium cost sharing plan on a pre-tax basis. The City shall also establish such plan(s) as are required to allow employees to elect participation in:
1. a flexible spending account, with a five thousand dollar (\$5,000) per year limit on medical expense reimbursements; and/or
 2. a dependent care assistance plan with a five thousand dollar (\$5,000) per year limit.

These plans shall be established and administered in accordance with Internal Revenue Code requirements.

- e. Employee premium cost sharing shall be by payroll deduction. If two employees of the City are married to each other, one of the two may waive participation in the medical insurance program and be covered as a dependent under the other's plan, subject to execution of a waiver that is satisfactory to the

City and its insurance plan administrator, and subject to such conditions on re-enrollment as the administrator requires and are permitted by law.

Section 3. The Board shall provide, without charge to the employee, life insurance coverage in the face amount of one and one-half (1½) times the annual base salary (stated in annualized terms for 12 month employees) of the employee rounded up to the next \$1,000.00.

Section 3a. In addition to the life insurance prescribed by Section 3 hereof, if a sufficient number of employees expresses an interest in exercising the following option for additional life insurance (a sufficient number so that the life insurance may be purchased at group rates), then, subject to the approval of the insurance company from which the group of employees wishes to purchase this life insurance, the City will allow an employee to purchase, at the employee's cost, an additional amount of life insurance allowing for total coverage, including the coverage provided pursuant to Section 3, of two (2) times the annual base salary rounded up to the next \$1,000.00.

Section 4. Change of Carrier or Administrator of Plan(s). The City may elect to change insurance carrier(s)/administrator(s) for any of the benefits specified in this Article, provided the coverage is at least comparable to the coverage in effect immediately prior to the change. "Comparable" means same overall plan design, equivalent benefit levels as to each of the major elements of the plan, and comparable value (balancing off pluses and minus) as to the remaining elements of the plan. The City agrees to give the Union reasonable notice prior to any change in carrier(s)/administrator(s). In the event of a dispute over the interpretation or application of this Section, the Union may, within thirty (30) days after being notified of a health insurance change, request grievance arbitration without proceeding through the initial steps of the grievance procedure. The request for arbitration shall include a listing of the element or elements of the plan that the Union claims are not "comparable" to the pre-existing plan. Arbitration shall be conducted by a mutually acceptable arbitrator, or if none can be agreed upon within five (5) business days of the Union's notice of arbitration, by the Alternative Dispute Resolution Center in accordance with its rules and procedures. The costs of arbitration shall be shared equally by the parties. The network of providers must be seventy-five percent (75%) of the current network. The following shall be excluded in determining whether a plan is "comparable": out-of-state reciprocal arrangements for non-emergency care, provided that there is at least one plan option that includes out-of-state reciprocal arrangements; claims processing; payment methods; plan documents, definitions and wording.

The City may change a carrier or administrator of a plan (medical, dental, prescription) once each contract year.

Section 5. Any questions concerning payment of benefits pertaining to any of the aforementioned provisions shall be determined by the insuring company or plan administrator in accordance with the provisions of such policies.

Section 6. If the City of Waterbury and the Waterbury Board of Education arrange for City-wide negotiations on insurance benefits provided for in this Article, the parties agree to open negotiations on such benefits.

Section 7. Those employees who are participating in the City's medical insurance plan at the time of retirement (as that term is defined in Article VII, Section 7), and who are not eligible for Medicare at the time of retirement or for medical insurance coverage from another employer, shall be allowed to purchase such medical insurance plan as the City provides to its employees, as such plans may change from time-to-time and subject to the same conditions as may exist at any time for employees, until such time that the employee becomes eligible for Medicare or for medical insurance from another employer, whichever event occurs first. In order to continue to be eligible for coverage, retirees and their covered spouses must elect Medicare Part B upon becoming eligible for Medicare. The retiree may enroll his/her spouse at the time of retirement. Employees terminated for cause shall not be eligible for this benefit.

Section 8. Retired employees or their spouses, who are eligible for Medicare at the time of retirement or become eligible for Medicare subsequent to retirement (as that term is defined in Article VII, Section 7), and has been participating in the City's medical plan prior to becoming eligible pursuant to the terms of this Article must enroll in both Medicare Part A and B and shall be responsible for any premiums for Medicare Part A and B in order to continue to be eligible for medical insurance and may purchase a Medicare Supplemental Program through the City provided the City offers such a Program on the date the employee becomes eligible for Medicare. To be eligible for the benefit, employees must opt into the Medicare Supplemental Program no longer than six (6) months (or less if the provider of the Program requires a shorter period of time) after becoming eligible for Medicare. Employees terminated for cause shall not be eligible for participation in this program.

Should the City obtain a subsidy from the state or federal government, or any cost savings, for offering prescription drug benefits to Medicare eligible retirees and/or spouses, such subsidy or savings shall belong exclusively to the City to the extent permitted by applicable law.

Section 9. For the purposes of the benefit plans set forth in this Article, "eligible dependent" shall be a spouse or child who meets the criteria set forth in the insurance carrier's plan description. Any employee who receives benefits for dependents who do not meet the requirements of Section 152 of the Internal Revenue Code shall be solely responsible for any resulting taxes and related charges, and shall hold the City harmless from any costs in connection with the provision of such benefits.

**ARTICLE XV
VACATION**

Section 1. For purposes of this Article the phrase “vacation” shall refer to annual leave with pay; which annual leave shall be paid for at the employee’s normal rate of pay for one work day for each day of such leave.

Section 2. The following should be the vacation schedule for employees for the duration of this contract:

For the school years occurring in the contract term, employees shall be entitled to one week’s vacation pay for each of the following “vacation recesses”: Christmas recess, winter recess and spring recess; PROVIDED, HOWEVER, if the Board does not schedule two recesses subsequent to the Christmas recess, then there shall not be any vacation pay for any period of time which has not been officially designated by the Board as “vacation recess.” The parties agree that the provisions in the last sentence can be understood by the following example: in the event the Board of Education votes and schedules only one recess in a school year subsequent to the Christmas recess then, regardless of the length of that one recess, an employee shall be entitled to only one week’s vacation time off for that one recess. This example, with its limitations of one week’s pay, shall be true even though that one recess consists of more than five (5) otherwise scheduled school days.

**ARTICLE XVI
PAYMENT SCHEDULE**

Section 1. The ten-month employees’ work schedule is directly related to the school year and the academic year. It is agreed that these employees shall be required to work only the days that the schools are scheduled to be in session plus a possible additional day or two either before or after the close of the academic year. The Board will pay the said ten-month employees for all hours actually worked.

**ARTICLE XVII
AUTO USAGE**

Section 1. The Superintendent of Schools and his/her designee shall establish a list of “Automobile Travel Allowance” of personnel required to use their own private automobiles in the performance of their duties. Such personnel shall be reimbursed at the most current IRS mileage reimbursement rate.

Section 2. Each employee who is reimbursed for auto usage shall transmit to the Comptrollers Office a copy of the Certificate of Insurance covering his/her private auto indicating the name of the insurance company and agent, amounts of coverage for bodily injury in the amounts of at least \$100,000.00 per person, and \$300,000.00 per occurrence, and property damage liability in amounts of at least \$20,000.00 per occurrence, or a combined single limit of \$300,000.00. The City of Waterbury shall be listed as an

additional insured on said liability insurance. Failure of the employee to transmit said Certificate to the Comptrollers Office within thirty (30) days of receipt by the employee of authorization to receive reimbursement pursuant to Section 1 or within thirty (30) days of the renewal of the underlying insurance policy shall be grounds to terminate authorization to utilize private auto and any prior reimbursement claimed.

ARTICLE XVIII LONGEVITY

Section 1. Employees who were receiving longevity payments prior to the date of this Agreement shall continue to receive longevity payments with the amount frozen at the last longevity amount received. There shall be no further increases in any employee's longevity amount for the duration of his/her employment.

Section 2. No current or future employee who was not receiving longevity pay prior to the date of this Agreement shall become eligible for or receive any longevity pay.

Section 3. Longevity payments, as hereinbefore prescribed, shall be paid to employees in their regular paycheck on the first pay period of the month of December in each calendar year. The parties agree that the inclusion of the longevity payment in the employee's regular pay shall be subject to the normal withholdings and deductions and shall not be treated as a bonus.

ARTICLE XIX SUMMER JOB OPPORTUNITIES

Section 1. Whenever comparable positions in the bargaining unit are available during the summer programs administered by the Office of Educational Grants, such vacancies shall be filled by selecting members of the bargaining unit who have expressed interest. Selection shall be based upon the seniority of those employees who have expressed interest in writing on a form posted by the Office of Educational Grants before the end of the preceding school year.

ARTICLE XX EDUCATION INCENTIVES

Section 1. The Board of Education will reimburse bargaining unit members for tuition (up to \$100.00 per course) for successfully completed (grade B or higher) work-related course given by state approved college level educational institutions. For reimbursement, the course must be pre-approved by the Board or its designee prior to registration by the classroom assistant. The decision of the Board or its designee shall not be subject to the grievance procedure.

APPENDIX A
CONTRACT RATE

| <u>Current Hourly Rate</u> | 3.0% Effective <u>7/1/05</u> | 3.0% Effective <u>7/1/06</u> | 3.0% Effective <u>7/1/07</u> |
|-----------------------------------|---|---|---|
| \$11.00 | \$11.34 | \$11.68 | \$12.03 |