

# **COLLECTIVE BARGAINING AGREEMENT**

*By and Between*

**Waterbury Board of Education**

*and the*



**UNITED PUBLIC SERVICE EMPLOYEES UNION**

**WATERBURY BOE**

**ADMINISTRATIVE SUPPORT STAFF**

**Local 424 - Unit 69**

**July 1, 2022 through June 30, 2026**

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## **ARTICLE I RECOGNITION**

**Section 1.** The Board hereby recognizes the Union as the sole and exclusive bargaining agent for the employees, whose positions are enumerated in Appendix A attached to this Agreement and made a part hereof, for the purposes of collective bargaining with respect to wages, hours, and other conditions of employment as certified by the C.S.B.L.R. in Case No. ME-30.7S7, Dec. No. 4714.

**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 the C.S.B.L.R., and who occupy the positions described in the Certificate of Representative, dated November 17, 1971, issued by the Connecticut State Board of Labor Relations in Case No. ME-2193, Decision No. 1026. The parties hereto agreed that the positions covered by this Agreement and encompassed within the bargaining unit are the positions enumerated in Appendix A. Subject to the provisions of Article II, Section 2 hereof, the parties further agree that the term "employee" or "employees" covers only the positions described in Section 1 and the term does not include Supervisors 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<sup>st</sup> of a given year through June 30<sup>th</sup> of the next succeeding year.

## **ARTICLE II MANAGEMENT RIGHTS CLAUSE**

**Section 1.** The parties agree and recognize that the employees covered by this Agreement are employed by the Board in the Office of Educational Grants 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 2.** 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 required by 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 layoff 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 UNION RIGHTS/DUES CHECKOFF**

**Section 1.** All employees covered by this Agreement who have submitted a Union membership application shall pay dues to the Union.

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 2.** The Board agrees to make arrangements with the Payroll Department of the City of Waterbury to deduct from the paycheck of each Union member, 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.

**Section 3.** These deductions will be made bi-weekly 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 1/10<sup>th</sup> 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. In the event that Agency Fee union deductions become permissible by State and/or Federal Law, the parties agree that the Employer shall deduct the designated Agency Fee amount as provided in writing by the Union. The parties further agree that such Agency Fee union deductions shall be remitted to the Union either weekly, bi-weekly or on a monthly basis.

**Section 4.** The Employer shall provide the UPSEU Labor Relations Representation in writing via email within ten (10) school days the following information as it relates to new hires: 1) first and last name; 2) job title; 3) worksite location; 4) hire date; 5) available contact information to include work phone number and work email; and 6) rate of pay.

**Section 5.** The Union shall be provided an opportunity to meet with new employees during the course of any employment orientation program for new employees. Where such an orientation program does not exist, the Union shall be provided an opportunity to meet new employees during the first month of a new hire's appointment either on employee time, or for such new employees who have a paid lunch, at a convenient time during the workday, but shall not exceed thirty (30) minutes.

**Section 6.** 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.

#### **ARTICLE IV HOURS OF WORK, WORK ASSIGNMENTS, HIRINGS, DISCHARGE AND PROBATION**

**Section 1.** The employees covered by this Agreement are 10-month and 12-month employees. The work year for 10-month employees shall be the school year. The Board, in its sole discretion, may schedule up to five (5) additional work days immediately before the beginning of the work year and up to five (5) additional work days immediately after the end of the work year. Subject to the right of the Board to alter the hours of work for bona fide reasons geared to the needs of the educational programs, the hours of work for all 10-month and 12-month employees, including parent liaisons\*, shall be seven (7) hours per day based upon a normal Monday through Friday, five-day workweek. The Board shall have the right and authority to change work year, workweek, or daily work hours, including starting and stopping times.

\*Parent liaison work schedules shall increase from six (6) hours to seven (7) hours per day on the first day of the first full pay period following the effective date of this Agreement.

**Section 2.** The right and authority to hire employees, to transfer and/or assign employees to the Office of Educational Grants itself or to one of the offices of anyone of the program sites (e.g., the Wilson Early Childhood Center), to make work schedules, including starting and stopping hours, to change the work year, workweek, or daily work hours, and to make work assignments is vested exclusively in the Board, the Superintendent of Schools or his/her designees. In the event of a transfer, the Board shall provide written notice to the Union and the affected employee.

**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 designee. Any employee deemed unqualified shall be entitled to hear from the Superintendent of Schools or his/her designees, 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.** In an effort to fairly distribute overtime opportunities among employees within the same classification and the same office, the Board agrees to offer overtime opportunities to eligible employees on a rotating basis based on seniority. An employee will be eligible for an

overtime opportunity if the employee has indicated an availability to work overtime, is working on the workday the need for overtime arises, and is qualified to perform the overtime work. A qualified employee is one who has the requisite experience and training to perform the work. The Board is not obligated to provide any training to employees to enable employees to perform work associated with overtime opportunities. The Board's decision as to whether an employee is qualified to perform the overtime work is not subject to the grievance procedure.

**Section 5.** An 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 above forty (40) hours in a workweek.

## **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 UPSEU Local 424 is recognized as the bargaining representative. In the event a 10-month employee is hired into a 12-month position, the employee's past seniority shall be pro-rated for purposes of calculating seniority in the 12-month position (i.e., each year of service as a 10-month employee shall equal 10/12 of a year of service for purposes of the 12-month position).

**Section 2.** The Board shall provide annually a list of employees, showing their most recent dates of employment, and their seniority to the union on or before October 1<sup>st</sup> and July 1<sup>st</sup> of each contract year.

**Section 3.** For the purpose of layoff, seniority shall be defined as an employee's total length of service in the classification within the bargaining unit. In the event of layoff, those employees with the least seniority in each classification (e.g., Secretary I, II, 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 lower 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 layoff, or for a period equal to their length of seniority, whichever period is shorter. Recall shall be in order of seniority, in that the most senior person on layoff status shall be recalled first.

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

**Section 5.** The BOE shall give the Union and any affected employee written notice of layoff, at least thirty (30) days prior to the proposed effective date of the layoff. Such notice shall state the reason for such action and shall delineate the names of affected employees and the number of positions the City proposes to eliminate.

**Section 6.** 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. In determining the granting of a request for assignment to job or position openings, the Superintendent or his/her designee shall consider the following:

1. The qualifications of the employee.
2. Seniority.
3. Experience in the building.
4. The needs and educational interests of the School District.

**Section 7.** In the event of a layoff, any affected employee shall be paid for all accrued vacation and personal days provided that he or she worked all scheduled days during the notice period.

**Section 8.** The Board will notify 10-month employees of summer work opportunities whenever practicable. The decision to hire an employee for a summer work opportunity shall be in the sole discretion of the Board.

**Section 9.** In all transfers, all employees shall be paid the appropriate rate of pay in the bargaining unit he/she is transferred to in accordance with his/her seniority with the Board of Education.

**Section 10.** Provisions 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 11.** When an employee, who was previously eligible for benefits, transfers from another bargaining unit not represented by the United Public Service Employees Union 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.

**Section 12.** Any employee hired for a position covered by this Agreement shall work a probationary period of six (6) months. During this probationary period, a new employee will 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 VIII 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.



## **ARTICLE VI JOB SECURITY**

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.

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 shall be considered to be a 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 with the Board and shall carry forward unused sick leave accumulated. The sick leave eligibility shall be one and one-quarter ( $1\frac{1}{4}$ ) days per month for each month of the school year that the employee is in pay status. 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 suffers a prolonged and serious physical illness or injury and has used all of his/her sick leave and personal leave, employees may donate up to ten (10) sick days each per school year. The total number of sick days donated to an employee may not exceed sixty (60) sick days over the course of his/her employment. Donated sick days may not be used during the first twenty (20) work days of an absence.

**Section 3.** An acceptable medical certificate signed by a licensed physician may be required of an employee by the Human Capital Office 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 XVI, hereof); and
- 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 the event of a snow day or other scheduled school day when school is called off, 12-month employees may take a vacation or personal day. 10-month employees may take a personal day for any snow day. "Snow days" are defined as days when schools are closed due to severe snow conditions.

When the Waterbury public schools are delayed or dismissed early due to severe snow conditions, 12-month employees may adjust their work schedule according to the delayed starting time or the early dismissal time and charge any lost work time against accumulated vacation or personal time.

Ten-month employees are expected to work their regularly scheduled work hours at all times. In the event a 10-month employee is unable to work his/her regularly scheduled work hours due to inclement weather, the employee may work beyond the end of his/her regular work day or may use personal time to make up for hours lost. The Board, in its sole discretion, may release a 10-month employee from work with pay due to inclement weather. The Board's decision to release or not release a 10-month employee with or without pay shall not be subject to the grievance procedure.

**Section 5.** In each instance encountered, each employee shall be granted leave of up to three (3) working days without loss of pay in the event of a death in his/her immediate family. 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/she will be on Funeral Leave. When the employee returns to duty he/she shall provide to the Board all pertinent information as

requested on the Funeral Leave Forms provided by the Board.

**Section 6.** 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 USC Section 2612 as amended and the City's policy, in effect on July 1, 2014.

**Section 7.** Each employee who was an employee on July 1<sup>st</sup> of the pertinent school year shall be granted four (4) personal days, as a day 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 has satisfactorily completed his/her probationary period as a new employee. Employees hired after July 1<sup>st</sup> shall have personal days prorated according to the following schedule, which is subject to the satisfactory completion of the employee's probationary period; employees hired on or before November 1<sup>st</sup> of any given school year shall be granted two (2) personal days. 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 (1) week prior to the date of the requested personal day.

**Section 8.** In the event of retirement (as retirement is hereinafter defined) or death, an employee, or the employee's estate, shall receive, as terminal pay, 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/she 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 9, 2003 shall be entitled to this benefit.

**Section 9.** If a member of the unit is absent because of illness due to a communicable disease (e.g., mumps, measles, chicken pox, conjunctivitis and mononucleosis) traceable to contact made in school, the absence shall not be charged against his/her accumulative sick leave.

**Section 10(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 workday 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 10(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; and

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 10(c).** The provisions of Section 10 (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 11.** When an employee's services terminate because of death or retirement, vacation pay shall be granted to such employee or to his/her estate in accordance with the vacation entitlement under this Agreement. The Board shall make such payment within thirty (30) days following the effective date of death or retirement. For purposes of this Section, an employee will be deemed to have retired if he resigned 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.

**Section 12. Military Leave.** The Board shall grant military leave pursuant to State and Federal law and shall be in compliance with the Uniformed Services Employment and Reemployment Rights Act.

**Section 13. Work-Related Illness or Injury.** An employee injured in the performance of and during the course of her/his employment with the Board, shall be paid benefits in accordance with the Connecticut Workers' Compensation Act.

If at any time during the period of an employee's injury leave or thereafter, the Board receives a medical report from a treating physician which states that the employee is permanently unable to perform the essential functions of his/her position, the Board may terminate the employee from service following a pre-termination hearing. The Union may appeal such decision subject to an arbitrary and capricious standard.

If eighteen (18) months from the date of the work-related illness or injury, the employee is unable to return to full duty, the Board may separate the employee from employment. The Union may appeal such decision subject to an arbitrary and capricious standard.

## **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 with the Union shall first present his/her grievance to the Superintendent of Schools or his/her designee within ten (10) calendar days (excluding Winter and Spring Recess) of the occurrence giving rise to the grievance. The Superintendent of Schools or his/her designee shall make careful inquiry into the facts and circumstances of the complaint in an attempt to resolve the problem promptly and fairly. He/She shall give his/her answer to the employee, and the Union, in writing, within fifteen (15) working days from the time the grievance is submitted to him/her.

**Step 2:** The Union or Superintendent or his/her designee may, within fifteen (15) calendar days of the issuance of the decision of the Superintendent in Step 1, 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 3:** In the event mediation does not resolve the grievance, or has not been requested, 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 original written request for arbitration service must be made within ten (10) calendar days of the receipt of notification (oral or written, whichever occurs first) from the Mediator that the Mediator is unable to resolve the grievance by means of his/her Mediation Service, or receipt of the written decision of the Superintendent.

**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 and 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 3 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 2 must be emailed or sent via Certified mail, return receipt requested.

**Section 9.** The Employer shall send copies of all warnings or other disciplinary measures to the Union president and the Union representative.

## **ARTICLE IX HOLIDAYS**

**Section 1.** The following days are hereby designated as holidays for 10-month and 12-month employees, unless otherwise noted, and shall be paid for at the employee's normal rate of pay for one workday, under the following conditions when not worked:

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

\*Only for 12-month employees

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 1(a).** To qualify for 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. The parties agree that 10-month employees shall be entitled to the Labor Day Holiday pay if he/she is in pay status on the last day of school in a given academic year and on the opening day of school in the succeeding academic year.

**Section 1(b).** The 12-month employee holiday must fall on a regularly scheduled workday except:

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

**Section 1(c).** 10-month employees shall observe the listed holidays on the date listed in the annual school calendar.

**Section 2.** If a holiday occurs during an employee's paid sick leave, he/she shall receive full holiday pay, prescribed by Section 1 hereof, for that day but the day shall not be charged against his/her sick leave allowance.

**Section 3.** If a holiday occurs during an employee's scheduled vacation, he/she shall be granted an extra day off without loss of pay.

## **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 the Agreement.

**Section 4. Severability.** Should any provision herein be deemed unlawful or otherwise found to be unenforceable during the term of this Agreement or during any holdover period after its expiration, all other provisions of this Agreement shall remain in full force and effect

## **ARTICLE XI UNION ACTIVITY**

**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 and/or his 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 step, then the steward or Union official (who is an employee) shall continue to be paid during the time that he/she is acting on 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.

**Section 3.** The Board agrees that the Union may place a bulletin board, or be given a like posting area, for notices and information concerning Union affairs and matters of interest to Union members in an appropriate place in the schools or in the Business Office of the Superintendent of Schools or his/her designee. The exact sites of the “bulletin board” or the notice posting place shall be determined by the Administrator in charge of the school building or the Superintendent of Schools or his/her designee, as appropriate.

**Section 4.** 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 conferences, 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 no less than two (2) weeks prior to the leave, and that approval is subject to the operational needs of the school system.

## **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 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 employees in the bargaining unit shall be increased according to the following schedule:

a. Effective and retroactive to July 1, 2022, the hourly rate for all members of the bargaining unit shall be adjusted by a general wage increase of three percent (3.0%).

b. Effective and retroactive to July 1, 2023, the hourly rate for all members of the bargaining unit shall be adjusted by an additional general wage increase of two and one-half percent (2.5%).

c. Effective July 1, 2024, the hourly rate for all members of the bargaining unit shall be adjusted by an additional general wage increase of two and one-quarter percent (2.25%).

d. Effective July 1, 2025, the hourly rate for all members of the bargaining unit shall be adjusted by an additional general wage increase of two and one-quarter percent (2.25%).

**Section 2a.** Appendix B attached hereto and made a part of this Agreement, lists hiring rates for employees filling vacancies in Secretary I, II, and III positions during the terms of this Agreement. Hiring rates for such positions shall be increased by the negotiated increases and established for the periods which conform to contractual years of this Agreement.



**Section 2b.** The base salary for all network technicians making less than twenty-three dollars (\$23.00) hourly as of June 30, 2022 shall increase by two dollars (\$2.00) per hour. The base salary for all network technicians making more than twenty-three dollars (\$23.00) hourly as of June 30, 2022 shall increase by seventy-five cents (\$0.75) per hour. These adjusted salaries shall serve as the base salary for the purpose of calculating salary adjustments in accordance with the GWI the parties agree to effective July 1, 2022.

**Section 2c.** The base salary for all parent liaisons making less than nineteen dollars (\$19.00) hourly as of June 30, 2022 shall increase to nineteen dollars (\$19.00) per hour effective July 1, 2022. The adjusted base salary of \$19.00 shall serve as the base salary for the purpose of calculating salary adjustments in accordance with GWI the parties agree to effective July 1, 2022.

**Section 3.** 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 the right to establish or change the pay period for employees upon two weeks' notice.

**Section 4.** Each employee shall be entitled to participate in the City's 457 Deferred Compensation Plan.

#### **Section 5. Work in a Higher Classification**

a. An employee who is assigned to perform work above their classification will be compensated at a rate of \$30.00 additional per week or the minimum rate for the higher classification, whichever is greater. In the event a bargaining unit employee is assigned to act or is provisionally assigned to work a position outside of the bargaining unit, the parties will negotiate the impact of the assignment.

b. This will be applicable only after the employee has worked five (5) days in the higher classification and provided the employee performs the work required by the job specification(s) of this said higher classification during the period of time the employee is assigned to perform such duties.

c. This will not be applicable to a situation where work in the higher classification is specifically required by the definition of the employee's regular classification, or where the employee is being given the opportunity to train for the higher classification.

#### **Section 6. Network Specialists Incentive**

On July 1<sup>st</sup> of any contract year a one-time-only two and one-half percent (2.5%) wage adjustment shall be granted to any Network Specialist who has attained a Bachelor's degree in computer science or has achieved one or more of the following qualifying certifications:

- Microsoft
- A+

- Cisco
- Network

It is understood that only one such adjustment shall be made and that the achievement of a degree or an additional qualifying certification in any subsequent contract year shall not entitle the Network Specialist to another wage adjustment.

**Section 7.** By January 1, 2020, all employees shall authorize the Board to pay wages via direct deposit at a banking institution chosen by the employee.

## **ARTICLE XIV INSURANCE**

**Section 1.** Employees may elect the current medical, prescription and dental plans as follows:

1(a) Health Insurance

Each employee shall be eligible to elect the following health care option effective the first of the month following date of hire or during the City’s designated open enrollment period(s):

Effective July 1, 2023, the Open Access Plus (OAP) Plan with the following co-payments:

- \$25 for office visits;
- \$30 for visit to specialist
- \$50 for urgent care
- \$175 for emergency room
- \$250 for outpatient surgery
- \$350 inpatient hospitalization

There is 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 persons, and family coverage with subsequent coinsurance of 30% on covered expenses of up to \$4,000/\$8,000/\$12,000 respectively for individual, two persons, 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 persons, 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.

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 reenrollment as the administrator requires and are

permitted by law.

1(b). Prescription Drug Benefits

Employees who enroll in the Open Access Plus (OAP) Plan shall enroll in the Cigna's Three-Tier Prescription Drug Plan with co-payments of \$5 for generic drugs, \$30 for listed brand name drugs, and \$45 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 Cigna's allowance.

1(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 Cigna Dental Plan. The following shall apply to this plan:

100% and 50% coverage for services as outlined in the Plan documents.

A deductible of \$50, \$100, or \$150 respectively shall apply for individual, two person, or family coverage. The deductible shall not apply to certain services as outlined in the Plan documents.

A calendar year maximum of \$1,000 per participant.

Dental coverage may not be elected independent of the City's medical coverages.

**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 their eligible dependents who meet the criteria set forth in the insurance carrier's plan description:

Effective July 1, 2020: 21%

Effective July 1, 2024: 22%

Effective July 1, 2025: 23%

b. Prescription. Each employee who is enrolled in the prescription plan shall pay the following portion of the premium or premium equivalent:

Effective July 1, 2018: 20%

Effective July 1, 2024: 21%

Effective July 1, 2025: 22%

c. Dental. Each employee who is enrolled in the dental plan shall pay 20% of the premium or premium equivalent.

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:

i. flexible spending account for medical expense reimbursements; and/or a dependent care assistance plan.

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

e. If the Board receives notice that the total cost of a group health insurance plan or plans offered under this contract will trigger an excise tax under Internal Revenue Code Section 49801, federal statute or federal regulation, during the terms of this contract, the Board and the Union will, upon request of the Board, engage in mid-terms negotiations regarding the impact of such excise tax, in accordance with the Municipal Employees Relations Act (“MERA”).

**Section 3. Life Insurance.** The City shall provide, without charge to the employee, life insurance equal to one and one-half (1.5) times the annual base salary of the employee rounded up to the next one thousand dollars (\$1,000), provided that this amount does not exceed the rules of the City’s designated life insurance carrier and plan. The City reserves the right to change carriers or plans, provided that the coverage amounts remain the same. Any questions concerning coverage eligibility and payment of benefits pertaining to a life insurance claim shall be determined by the insurance carrier in accordance with the provisions of such policy.

**Section 3a.** In addition to the life insurance provided in Section 3, employees may purchase, at the employee’s cost, supplemental life insurance coverage, subject to the following conditions:

a. Supplemental life insurance shall equal the amount of the employee’s annual base salary, rounded up to the next one thousand dollars (\$1,000).

Employees participating in supplemental life insurance coverage prior to the effective date of this Agreement, shall have the right to continue such coverage throughout the life of this Agreement. Deductions from the employee’s pay for the total cost of this additional life insurance coverage shall be made in accordance with the employee’s pay cycle.

**Section 3b. Health and Wellness Incentive.** Any employee who voluntarily participates in any health and wellness initiative offered by the City, as such initiatives may be offered from time to time, shall be eligible for an incentive payment or offer, which shall be set exclusively by the

City. This provision shall not be subject to negotiation or the grievance procedure so long as participation in any health and wellness initiative remains voluntary.

**Section 4. Change of Carrier.** The City may elect to change insurance carrier(s)/administrator(s) during the life of this Agreement 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 and to discuss with the Union 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 network on July 1, 2008. 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; 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 question concerning payment of benefits pertaining to any of the aforementioned provisions shall be determined by the insuring company in accordance with the provisions of such policies.

**Section 6.** In the event coverage becomes available through the State of Connecticut Insurance Plans, the Union and the City may at any time request the other party to enter into discussions regarding inclusion of the bargaining unit in such plans. Such discussions shall not constitute negotiations under MERA or Special Act 01-1.

**Section 7.** Those employees who are participating in the City’s medical insurance plan at the time of retirement (as that term defined in Article VII, Section 8), 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. Employees hired on or after 7/1/09 and who retire and elect continued coverage shall pay an additional 2% administrative fee bringing the

total cost to 102% of the applicable cost of the plan.

**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 8), and have 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 later 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. Employees hired on or after 7/1/09 and who retire and elect continued coverage shall pay an additional 2% administrative fee bringing the total cost to 102% of the applicable cost of the plan.

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 shall be paid at the employee’s normal rate of pay for one (1) workday for each day of such leave.

**Section 2.** A 12-month employee shall be granted vacation time off according to the following schedules:

a. An employee who has completed six (6) months of service from the date of hire, in pay status, but less than one (1) year of service, in pay status, shall be entitled to vacation time off equivalent to one (1) work week upon successfully completing his/her probationary period;

b. An employee who has completed one (1) year of service from the date of hire, in pay status, but less than six (6) years of service, in pay status, shall be entitled to vacation time off equivalent to two (2) work weeks. However, no employee shall be entitled to three (3) work weeks of vacation time off in one school year because of the application of the provisions of subparagraph (a) above, and this subparagraph (b);

c. An employee who has completed six (6) years of service from the date of hire, in pay status, shall be entitled to vacation time of equivalent to three (3) work weeks during the school year that he/she will complete the six (6) years of service;

d. An employee who has completed seven (7) years of service from the date of hire, in pay status, shall be entitled to one day of vacation time off equivalent to one workday, in addition to the vacation provisions of subparagraph (c) hereof for each completed year of service in pay status subsequent to the sixth year until a maximum of four (4) work weeks of vacation time off is attained; the vacation formula of this subparagraph (d) shall become operative during the school year that the employee will complete the said seventh, etc. year of service;

e. For the purpose of this Article, (and of the above subparagraphs, in particular) in the event that an employee is not in pay status for any period of time, then the time schedules prescribed in the above subparagraph for earning vacation time off shall be deferred for the period of time that the employee is not in pay status;

f. For the purposes of this Article, an employee shall be in pay status in any given month, provided that the employee is in pay status for at least 18 working days during that month;

g. Employees hired prior to April 9, 2003 shall accrue vacation time pursuant to the vacation accrual language of Article XVI, Section 2(a)-(d) of the 1997-2000 collective bargaining agreement attached hereto as Appendix C; and

h. 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.

**Section 3.** An employee shall be granted his/her vacation time off by seniority preference subject to the demands of service. Employees must take vacation at times when school is not in session and must take his/her vacation time off in blocks of at least five (5) consecutive working days unless the employee receives prior approval of the Superintendent of Schools or his/her designee (which prior approval should be based on a request by the employee to the Superintendent of Schools or his/her designee made at least one (1) week prior to the effective date of the request) to take a lesser period of time as vacation time off. The aforesaid one-week "prior request" provision may be waived by the Superintendent of Schools or his/her designee under the exceptional circumstances.

Three-week's vacation time off may be deferred into a succeeding school year and accumulated by a 12-month employee with the approval of the Superintendent of Schools or his/her designee. Such approval shall not be unreasonably denied by Superintendent of Schools or his/her designee.

**Section 4.** A 12-month employee may elect to receive his/her vacation pay up to a maximum of two (2) weeks in lieu of taking the paid time off he/she is entitled to with the permission of his/her supervisor.

**Section 5.** When a 12-month employee's services are terminated by the Board of Education because of death, resignation, or otherwise, vacation pay shall be granted to such employee in accordance with the vacation entitlement earned by him/her as per the provisions of Section 2, subparagraphs b, c, d, or e hereof, plus any approved deferred vacation, which deferred vacation is prescribed by Section 3 hereof.

**Section 6.** In lieu of vacation days, 10-month employees shall be paid an amount equal to five (5) regularly scheduled workdays for the December recess and the same amount for the spring recess, regardless of the length of the designated recess.

## **ARTICLE XVI 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 I.R.S. mileage reimbursement rate.

**Section 2.** Each employee who is reimbursed for auto usage shall transmit to the Department of Finance a copy of the Certificate of Insurance covering his/her private auto indicating the name of the insurance company and agent, and 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 Department of Finance within thirty (30) days of receipt by the employee of authorization to receive reimbursement pursuant to Section 1 or within thirty (30) calendar days of the renewal of the underlying insurance policy shall be grounds to terminate authorization to utilize private auto and any prior reimbursement claimed.

**Section 3.** Each employee shall be provided parking at no cost. Nothing in this section shall be construed as requiring the City to remove parking from any other group of bargaining-unit employees to accommodate the parking needs of this bargaining unit.

## **ARTICLE XVII 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 XVIII DISCIPLINARY ACTION**

**Section 1.** No employee who has completed his/her probationary period shall be removed, dismissed, discharged, suspended, demoted or disciplined in any manner except for just cause. If any employee is disciplined, and, in the judgment of such employee action is taken by the Board without just cause, he/she may file an appeal in writing in accordance with the grievance procedures outlined in Article VIII.

**Section 2.** 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 (4) separate occasions during 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 (4) 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.

**ARTICLE XIX  
PENSION AND RETIREMENT**

**Section 1.** Employees of this bargaining are covered under the Federal Social Security Act. The Employee will contribute the federally required amount.

**Section 2a.** Employees shall be entitled to participate in the City's 403b Plan or the 457 Plan, as those plans may change from year-to-year.

**Section 2b.** New hires shall have the option to enroll in either the 403b Plan or 457 Plan.

**Section 2c.** The employer is not obligated to make any contribution to either the 403b Plan or the 457 Plan.

**ARTICLE XX  
EDUCATION**

**Section 1.** The Board agrees to train Employees who are required by the Board to start using updated/new software.

**Section 2.** The Board of Education will reimburse bargaining unit members for tuition (up to \$400.00 per course) upon the successful completion (grade B or higher) of work-related courses 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 bargaining unit member. The decision of the Board or its designee shall not be subject to the grievance procedure.

**ARTICLE XXI  
SAFETY AND QUALITY OF WORK LIFE**

**Section 1.** The Union shall appoint One (1) member to serve as a representative on the Waterbury Board of Education Executive Safety Committee. The Union shall provide notification to the Committee Chair upon initial appointment and any subsequent changes.

**Section 2.** The Union shall appoint One (1) member to serve as a representative on any building safety committee so long as the building is one in which at least one (1) member of this Union is assigned. The Union shall provide notification to the chair and/or organizer of the building safety committee regarding the union representative appointed and any subsequent changes.

**Section 3.** The Board will investigate timely all complaints from the Union regarding unsafe working conditions. The Board will respond timely to any substantiated complaint regarding an unsafe working condition.

**ARTICLE XXII  
DURATION OF CONTRACT**

**Section 1.** This Agreement shall be effective July 1, 2022, unless a different effective date is prescribed in this Agreement for any section or article of this Agreement and shall remain in effect through June 30, 2026.

**Section 2.** 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 3.** 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.

IN WITNESS HEREOF, the parties have hereunto caused their hands and seals to be signed on this day 16 of November, 2023.

WITNESS

Tanya Agresta

WATERBURY BOARD OF EDUCATION

BY: Verna D. Ruffin  
Verna D. Ruffin, Ed, D., Superintendent

WITNESS

[Signature]

UPSEU Local 424-Unit 69

[Signature]  
William George, Local President

WITNESS:

[Signature]

UPSEU

[Signature]  
Kevin E. Boyle, Jr.  
UPSEU President

## APPENDIX A

- o Accountant 1
- o Accountant 2
- o Bilingual Language Assessor Manager
- o Bilingual Receptionist
- o Bookkeeper
- o Business Administrative Assistant
- o Center Assessment Facilitator
- o Clerical
- o Community Liaison
- o Computer Technician Master
- o Data Entry Clerk
- o Facilitator
- o Grant Coordinator Facilitator
- o Instructor
- o Language Assessor Manager
- o Network Administrator
- o Network Specialist
- o Office Manager
- o Payroll Clerk
- o Parent Liaison
- o Secretary I
- o Secretary II
- o Secretary III
- o Senior Network Specialist
- o Tech Center Coordinator Facilitator

**APPENDIX B**

**Hiring Rates for Secretary Positions  
During the Term of the Agreement**

<b>Effective Date</b>	<b>Position</b>	<b>Hiring Hourly Rate</b>
7/1/2022	Secretary I	\$ 15.49
	Secretary II	\$ 17.00
	Secretary III	\$ 18.09
7/1/2023	Secretary I	\$ 15.88
	Secretary II	\$ 17.43
	Secretary III	\$ 18.54
7/1/2024	Secretary I	\$ 16.24
	Secretary II	\$ 17.82
	Secretary III	\$ 18.96
7/1/2025	Secretary I	\$ 16.61
	Secretary II	\$ 18.22
	Secretary III	\$ 19.39

## APPENDIX C

July 1, 2005 – June 30, 2008

### ARTICLE XV VACATION

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

**Section 2.** An employee shall be granted vacation time off according to the following schedules:

a. An employee who has completed six (6) months of service from the date of hire, in pay status, but less than one (1) year of service, in pay status, shall be entitled to vacation time off equivalent to one (1) work week within the second six (6) months of his/her service;

b. An employee who has completed one (1) year of service from the date of hire, in pay status, but less than five (5) years of service, in pay status, shall be entitled to vacation time off equivalent to two (2) work weeks. However, no employee shall be entitled to three (3) work weeks of vacation time off in one school year because of the application of the provisions of subparagraph (a) above, and this subparagraph (b);

c. An employee who has completed five (5) years of service from the date of hire, in pay status, shall be entitled to vacation time of equivalent to three (3) work weeks during the school year that he/she will complete the five (5) years of service;

d. An employee who has completed six (6) years of service from the date of hire, in pay status, shall be entitled to one (1) day of vacation time off equivalent to one (1) workday, in addition to the vacation provisions of subparagraph (c) hereof for each completed year of service in pay status subsequent to the fifth year until a maximum of four (4) work weeks of vacation time off is attained; the vacation formula of this subparagraph (d) shall become operative during the school year that the employee will complete the said seventh, etc. year of service.

e. For the purpose of this Article, (and of the above subparagraphs, in particular) in the event that an employee is not in pay status for any period of time, then the time schedules prescribed in the above subparagraph for earning vacation time off shall be deferred for the period of time that the employee is not in pay status; and

f. For the purposes of this Article, an employee shall be in pay status in any given month, provided that the employee is in pay status for at least 18 working days during that month.

**Section 3.** An employee shall be granted his/her vacation time off by seniority preference,

throughout a subject year, subject to the demands of service. Any employee must take his/her vacation time off in blocks of at least five (5) consecutive working days unless the employee receives prior approval of the Superintendent of Schools or his/her designee (which prior approval should be based on a request by the employee to the Superintendent of Schools or his/her designee made at least one (1) week prior to the effective date of the request) to take a lesser period of time as vacation time off. The aforesaid one-week "prior request" provision may be waived by the Superintendent of Schools or his/her designee under the exceptional circumstances.