

AGREEMENT
BETWEEN
DANBURY BOARD OF EDUCATION
AND
TEAMSTERS LOCAL UNION 677
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
FOR
SAFETY ADVOCATES DANBURY SCHOOLS

July 1, 2018 – June 30, 2021

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THIS AGREEMENT IS MADE AND ENTERED INTO by and between the Danbury Board of Education (hereinafter referred to as the "Board") and Teamsters Local Union No. 677, an affiliate of the INTERNATIONAL BROTHERHOOD OF TEAMSTERS (hereinafter referred to as the "Union").

ARTICLE I
RECOGNITION

The Board agrees to and does hereby recognize the Union as the exclusive representative of the Danbury Schools Advocate Employees, employed by the Danbury Board of Education, for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment.

ARTICLE II
MANAGEMENT RIGHTS

A. **MANAGEMENT RIGHTS**

1. Except such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this agreement, the Board has and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it and, except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this agreement, it shall have the sole and unquestioned right, responsibility and prerogative of management of the affairs of the Board and direction of the working force, including, but not limited to the following:
 - a. To determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the Board.
 - b. To establish or continue policies, practices and procedures for the conduct of Board business, and from time to time, to change or abolish such policies, practices or procedures subject to the provisions of MERA.
 - c. To discontinue processes or operations.
 - d. To select and to determine the number and types of employees required to perform the Board's operations.

- e. To employ, transfer, promote and demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Board or the department.
- f. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Board, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.
- g. To insure that incidental duties connected with Board operations whether enumerated in job descriptions or not, shall be performed by member employees.
- h. To establish contracts or sub-contracts for Board operations, provided that this right shall not be used for the purpose or intention of undermining the Union or of discriminating against its members. All work customarily performed by the employees of the bargaining unit shall continue to be so performed by bargaining unit members.
- i. To create job specifications and revise existing job specifications as deemed necessary.

The above rights, responsibilities and prerogatives are inherent in the Board. Such rights may not be subject to review of determination in any grievance or arbitration proceeding, but the manner of exercise of such rights may be subject to the grievance procedure described in this agreement.

ARTICLE III UNION RIGHTS

A. Union Security

All present Employees of the bargaining unit who are members of the Union on the effective date of this agreement may remain members of the Union in good standing by the payment of their regular monthly dues on or before the last day of each month. All future Employees subsequently hired or transferred into the bargaining unit may become members of the Union in good standing by the payment of the required initiation fees and regular monthly dues of the Union on the thirty-first (31st) day of employment in the bargaining unit. In addition to the dues required for membership pursuant to the Union's constitution, members of the Union shall also submit payment to the Union of Administrative dues in the amount of five cents (\$0.05) per hour for each hour worked, or paid, not to exceed two dollars (\$2.00) per week. This obligation commences on the 31st day following the employee's date of hire.

B. Dues Deductions

The Employer agrees to deduct from the pay of employees covered by this Agreement the regular monthly dues and initiation fees of the Local Union and agrees to remit to said Local Union all such deductions upon receipt of a written authorization form by the Employee and no deduction shall be made which is prohibited by applicable law, such deductions to be made from the second pay each month.

C. Stewards

1. Union Stewards shall be selected from among the Employees in the bargaining unit. The Union shall furnish the Employer with the names of its Stewards and shall notify the Employer of any and all changes.
2. Stewards will be paid for time spent; (a) in meetings requested by management which occur during the Steward's regular working hours (i.e. no pay will be deducted from the regular work day) and (b) for time spent in meetings requested by management which occur outside his or her working hours, or on days off.

D. Access to School Buildings

Authorized Representatives of the Union shall have access to school buildings and any other buildings where Employees subject to the terms of this Agreement are employed, during working hours, for the purpose of adjusting disputes, investigating working conditions and determining whether or not the terms of this Agreement are being adhered to. Upon arrival, such authorized representative shall report to the Principal's Office, providing appropriate identification and adhering to all visitor procedures in place.

ARTICLE IV
CONDITIONS OF EMPLOYMENT

- A. The normal work day for all members of the unit shall be set by each building's Administrator at the beginning of the school year to meet the scheduling needs of the school.

In general, in all schools, the normal work day shall be from no less than fifteen (15) minutes before the arrival of the first bus, until no less than fifteen (15) minutes following the departure of the last bus.

- B. All members of the unit shall be entitled to two paid fifteen (15) minute breaks per day.

- C. Members required to attend classes or meetings for "In-Service Day" shall be compensated at their normal hourly wages. Any training required by the Board of Education as a condition of employment shall be provided by the Board at no cost to the member.
- D. In the discretion of the Building Administrator, an Employee from this unit may be assigned to monitor after school related functions (sports, plays etc). Wages to be paid for work performed at the Prom, Junior Prom, Snowball Dance and Graduation shall be paid in accordance with past practice.
- E. All employees will be guaranteed four (4) hours of work or pay per diem.
- F. The Board shall provide a bulletin board, designated for the sole and exclusive use of the Unit.
- G. The specific designation of a Lead Safety Advocate in buildings that have been assigned more than one (1) Safety Advocate shall be within the sole discretion of the Superintendent or his designee.
- H. UNIFORMS. The Board agrees that if any employee is required to wear any kind of uniform as a condition of continued employment, such uniform shall be furnished by the Employer, free of charge, at the standard required by the Employer. Such uniform shall be adequate to protect against climatic conditions. The employer will provide seven (7) shirts and outerwear appropriate to the weather for affected employees. Such shirts and outerwear will be maintained by the employee. The Employer has the right to establish and maintain reasonable standards concerning personal grooming and appearance and wearing of uniforms and accessories. It is agreed that each employee shall put on the uniform before reporting for duty and shall remove the uniform after being relieved from duty each day. It is agreed that time spend in putting on and taking off the uniform shall not be paid for by the Employer.

ARTICLE V
HOLIDAYS

- A. All members of the unit are authorized to be absent, with pay, for three (3) holidays each year, to be designated in advance by the Superintendent or his designee. The holidays shall be in accordance with the school calendar for students. The Board shall notify the Stewards and the Business Representatives of the Union on or before the first day of the school year of the dates of the scheduled holidays for that school year.

- B. All members of the unit shall receive a day's pay at their straight time daily rate of pay for the holidays listed above or the days celebrated as such, regardless of the day of the week upon which the holiday falls.
- C. If an employee works on a holiday he/she shall be paid at one and one-half times his/her normal hourly rate for any and all hours worked on that day.
- D. All bargaining unit members shall receive one (1) floating holiday, to be used when school is not in session.

Additional floating holidays shall be granted as follows:

When a member shall have completed four (4) years of service, he/she shall receive one (1) floating holiday, for a total of two (2) floating holidays in total per year, to be used when school is not in session.

When a member shall have completed five (5) years of service, he/she shall receive one (1) additional floating holiday, for a total of three (3) floating holidays in total per year, to be used when school is not in session.

ARTICLE VI **AUTHORIZED ABSENCES**

A. Leave of Absence

1. An Employee who has successfully completed the three-month probationary period may be granted a leave of absence if submitted in writing and approved by the Superintendent or his designee, without loss of seniority rights. A leave of absence shall be understood to mean absence from work without pay or any other benefits, subject to the provisions of the Family Medical Leave Act (FMLA). A leave requested by an Employee and approved by the Employer will be for agreed periods of time; but in no instance will the leave be for more than one year. During the period of absence, the Employee shall not engage in gainful employment.
2. Upon return the Employee would regain the seniority he/she had prior to the commencement of leave. Upon return from a Leave of Absence, the Employee shall only be allotted additional sick time, vacation time, personal days, and other similar benefits in an amount that is prorated to reflect the number of months of active employment remaining in the school year. This provision shall not apply to any employee returning from a Leave of Absence that is covered under Connecticut's Workers' Compensation statute.

3. No later than thirty (30) days prior to the expiration of an approved Leave of Absence, the Employee shall provide written notice to the Director of Human Resources of his/her intent to return to active employment at the expiration of the Leave. Failure to provide timely written notice shall constitute resignation of employment. This provision shall not apply to any Employee returning from a Leave of Absence that is covered under Connecticut's Workers' Compensation statute.

B. Sick Leave

1. For the 2018-19 school year, leave for personal illness shall be ten (10) days cumulative to thirty (30) days for all Employees.

For the 2019-20 school year, leave for personal illness shall increase to twelve (12) days per year, cumulative to thirty five (35) days for all Employees.

2. Sick leave pay will be based on each Employee's daily rate of pay.
3. In the discretion of the Superintendent or his designee, a physician's note may be required of any Employee after three (3) consecutive days of sick leave. The Board also may require an examination of any Employee by a physician hired by the Board.
4. In each year of this Agreement, up to three (3) days of sick time may be used for immediate family members who are sick and need care.

C. Bereavement Leave

1. If explicitly reported, absence of a unit member due to the death of a wife, husband, parent, parent-in-law, child, brother, sister, step-child, grandparent, grandchild, brother-in-law, sister-in-law or member of the immediate household shall be permitted for up to five (5) days without loss of pay or deduction from sick leave or personal leave.
2. Subject to the conditions outlined in (A), one (1) day of absence shall be allowed for the death of an Uncle, Aunt, nephew, niece, and first cousin to attend services.

D. Personal Days

A member of the unit with at least two (2) years of continuous service in the District shall be permitted to take three (3) days of leave with pay for the conduct of the following matters of personal concern that cannot be conducted during non-school hours:

1. Absence required for legal matters (e.g. subpoena, court date, house closing);
2. Graduation of a member of the immediate household;
3. An emergency over which the Member has no control (such as a family emergency).

A unit member with less than two (2) years of service shall be permitted to take one (1) school day of leave with salary, annually, for the conduct of such matters that cannot be conducted during non-school hours.

On one (1) of the three (3) personal days, a member shall be allowed to use the day without providing a reason ("no tell day"). Except in the case of emergency, such requests shall be made no less than 48 hours in advance and shall state generally the reason for such leave. The Human Resources Director shall have the discretion to make further inquiry as to the reason for such leave. A request for personal leave for the day before or after the day immediately following a holiday, vacation or school recess will be considered only in an emergency. Personal days shall not be denied due to staffing issues.

E. Perfect Attendance

For every 180 school days of perfect attendance without the use of a sick day, one personal day will be awarded the employee during the next school year.

ARTICLE VII
EMPLOYMENT PRACTICES

A. Seniority

1. Seniority for Employees governed by this Agreement shall be defined as the period of employment with the Employer in the work covered by this Agreement.
2. System-wide seniority shall apply in all cases involving layoff. A laid off employee shall have recall rights for a period of eighteen (18) months from the date of layoff or for the length of the employees' seniority, whichever is less, and shall retain seniority during the recall period. No new employees shall be hired until all laid off employees have had an opportunity to fill any position to which they have recall rights. Notice or recall shall be given by the Board and sent by certified mail to the employee at his/her last address of record, return receipt requested. The employee must respond to the notice of recall within fourteen (14) calendar days of the date of the recall notice. An employee who fails to respond to the notice of recall or who refuses recall shall be removed from the recall list.

3. The Board may only subcontract bargaining unit work insofar as it does not circumvent the use of overtime or result in a layoff.
4. Seniority shall apply with regard to any additional work available.
5. Seniority shall apply:
 - (a) to work opportunity in the event of layoff;
 - (b) to recall to work after layoff.
6. Seniority shall be broken only by:
 - (a) discharge;
 - (b) resignation;
 - (c) unauthorized leave of absence for three (3) days or more without valid reason.

B. Vacancies

Any and all job vacancies must be posted immediately on the District's website and filled as soon as possible. Each Steward will be notified of the existence of the posting. The Board shall further provide the Union with a bulletin board for the purpose of posting official union business for members in an area designated for Safety Advocates.

C. Dismissal

1. A regular non-probationary employee shall not be disciplined and/or discharged except for just cause.

All notices must be in writing, to Employee and Union.

2. All new Employees shall be hired on a ninety (90) work day trial basis and shall work under the provision of this Agreement. During this time they may be dismissed, without protest by the Union. After the ninety (90) work day trial period, they shall be placed on the seniority list as regular Employees in accordance with the original date of hire. For the purposes of this section, the term "work day" shall mean days actually worked by the Employee.

ARTICLE VIII
GRIEVANCE PROCEDURE

A. Definition

For the purpose of this Agreement a grievance shall be defined as: "...any controversy, complaint, misunderstanding, or dispute concerning the interpretation or application of any provision of this Agreement."

B. Procedure

Any grievance arising between the Employer and the Union or an Employee represented by the Union shall be settled in the following manner:

1. Level One

The aggrieved Employee or Employees must present the grievance in writing to the Steward and to the Building Administrator or his/her designee, specifying the nature of the grievance and the section of the contract claimed to be violated, within five (5) working days of the knowledge of the alleged violation.

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

2. Level Two

Within five (5) working days thereafter, the Business Representative will then take the matter up with the Superintendent or his/her designee, and a decision therein must be given to the Business Representative within ten (10) working days. Any agreement settling the grievance shall be reduced to writing and signed by the parties.

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

3. Level Three

If Steps 1 and 2 hereof have been complied with and a settlement of the grievance has not been effected, only the Employer or the Union may process the grievance to arbitration by submitting it to the Connecticut State Board of Mediation and Arbitration, with a copy to the other party. The Board shall hear the grievance under its rules and regulations and its decision shall be final and binding upon the Employer, the Employee(s) and the Union.

ARTICLE IX
HEALTH AND WELFARE BENEFITS

A. Accident and Health

1. The Board of Education will provide an opportunity annually for each Employee covered by this Agreement to obtain, without charge:

- (a) flu shots;
- (b) tine tens; and
- (c) hypertension test.

B. Life Insurance

1. Employees shall be eligible to receive, without cost, life insurance coverage amounting to \$30,000.

C. Workers' Compensation Insurance

Any injury or physical disability due to the pursuit of his/her occupation shall be compensated in accordance with the Workers' Compensation laws of the State of Connecticut.

D. Long-term Disability Insurance

The Board of Education will pay the full premium cost for group long-term disability coverage for each Employee.

E. Flexible Spending Account

The Board of Education will set up a Flexible Spending Account for each employee and deposit \$250 per employee, payable on 01/01/2019 and each year thereafter. Additional restrictions as provided by the IRS and/or bank.

ARTICLE X
COMPENSATION

A. Salaries

All members of the unit shall be paid in accordance with this 2018-2021 hourly wage schedule annexed hereto and designated as Appendix A. All members shall participate in mandatory direct deposit of payment.

B. Longevity

Longevity payments will be made in full within the salary payment following the anniversary date of employment to all members of the unit who have been in the full-time service of the Danbury School Advocate Program.

Such payments are as follows:

1. more than 10 years: \$150
2. more than 15 years: \$200 total
3. more than 20 years: \$250 total

C. Overtime

1. An employee who works more than forty (40) hours in any work week shall be paid at the rate of one and one-half (1 1/2) times his/her regular hourly rate for all hours worked in excess of forty (40) hours per week.
2. Employees required to work on Saturdays or Sundays shall receive \$1/hour above his/her regular hourly rate for all hours worked. Such assignment to Saturday or Sunday work shall be offered on a rotating basis to all bargaining unit members.
3. Overtime opportunities will be first offered to volunteers by seniority within the school building to which he/she is regularly assigned, and then by seniority district wide. If there are insufficient volunteers for an overtime opportunity, then assignments shall be filled in order of reverse seniority.

D. Temporary Assignment

Whenever a member of the unit is temporarily assigned to work in a position of higher classification, compensation for that period shall be at the same rate as for the higher classification provided the employee completes the assigned tasks required for the higher classification.

E. Direct Deposit

The Employer will make available direct deposit to all Employees effective January 1, 2012.

ARTICLE XII
NON-DISCRIMINATION CLAUSE

Neither the Employer nor the Union shall discriminate against a bargaining unit member on account of his/her race, religion, ethnic origin, national origin, marital status, age, sex, sexual orientation, past or present physical or mental disability or based upon any other protected class as prescribed by Federal or State Legislation or because of his/her membership or non-membership in the Union. The provisions of this article are included in the collective bargaining agreement for informational purposes only, and shall not be subject to the grievance procedure.

- A. In the event that an Employee is called for jury service, the Employer shall pay such Employee an amount sufficient to guarantee no loss in income on account of such absence from work.
- B. The Employer agrees to furnish each Employee covered by this Agreement with a copy of such Agreement. If printed commercially, it will bear the Union label.

ARTICLE XIII
DURATION

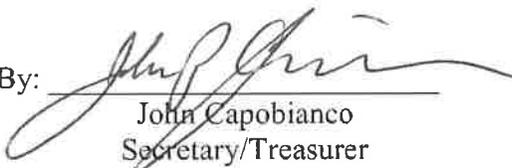
This Agreement shall be effective July 1, 2018, and shall terminate on the 1st day of July, 2021 unless either party shall give written notice to the other party at least thirty (30) days prior to such expiration date of a desire to amend or terminate this Agreement.

Dated at Danbury, Connecticut, this 15th day of November 2018

FOR THE BOARD OF EDUCATION

By: 
Patrick Johnston
Chairperson

FOR LOCAL UNION NO. 677
Of the International Brotherhood of
Teamsters

By: 
John Capobianco
Secretary/Treasurer

Appendix A

Wages

For those members of the unit earning \$15.88/hour on the effective date of this Agreement, the following wage scale shall apply:

2018-19	2019-20	2020-21
\$16.28/hour	\$16.69/hour	\$17.11/hour

In all years of this collective bargaining agreement, the designated Lead Safety Advocate shall receive an additional \$2.00/hour.