

AGREEMENT

BETWEEN

NORWALK BOARD OF EDUCATION

AND

**UPSEU
CUSTODIANS, MAINTENANCE AND SECURITY STAFF**

Through June 30, 2020

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**STATEMENT OF AGREEMENT REACHED BETWEEN
NORWALK BOARD OF EDUCATION
AND
UPSEU
NORWALK BOARD OF EDUCATION CUSTODIANS, MAINTENANCE AND
SECURITY STAFF**

Through June 30, 2020

PREAMBLE

This is a Labor Agreement made and entered into by the Norwalk Board of Education (hereinafter called the "Board") and UPSEU, Norwalk Board of Education Custodians, Maintenance and Security Staff (hereinafter called the "Union").

The Board recognizes the Union as the exclusive bargaining agent and representative of the Custodial, Maintenance and Security Staff, for the purpose of collective bargaining with respect to wages, hours and other conditions of employment, and standards of productivity and performance.

The Board and the Union hereby agree that the welfare of the children of Norwalk is paramount to the operation of the schools and hereby diligently promoted by both parties and that the good morale of the school staff is necessary to the greatest welfare of the children.

**ARTICLE I
BOARD RIGHTS AND RESPONSIBILITIES**

Section 1.01.

- A. The Board is a public body established under the Connecticut statutes and has the final responsibility for establishing the policies of the public schools and the management of the schools, and for directing their operations.
- B. The Board shall not be deemed to be limited in any way by this Agreement in the performance of the regular and customary functions of management, and reserves and retains all powers, authority and prerogatives, except as herein provided for.

**ARTICLE II
WAGES**

Section 2.01. Wage Schedules.

- A. The wage schedules for all job classifications are attached in Schedules A, B, C, and D, and shall represent wage increases plus increments for each of the fiscal years beginning July 1, 2016 through June 30, 2020, over those rates in effect during each preceding fiscal year.

The wage increases shall be as follows:

Retroactive to July 1, 2016	2% plus increments
Retroactive to July 1, 2017	2% plus increments
Effective July 1, 2018	2.5% plus increments
Effective July 1, 2019	2.5% plus increments

Those employees on the payroll as of July 1, 2016 shall receive retroactive wage payments.

The printed schedule of salaries for Custodians, Maintenance Mechanics, Truck Drivers, Mail Driver, Mail Clerk, Pool Custodian, Storekeeper, Porter, Transportation Drivers, Security Staff and Painter shall be a part of this Agreement.

- B. Custodial employees, when upgraded, shall remain on the same step in the new classification.
- C. When an employee performs work in a higher classification than his/her classification for more than five (5) consecutive days, he/she shall receive the higher rate of pay in that higher classification remaining on the same step, while performing such work or responsibility.
- D. Beginning six (6) months after ratification of the 2016-20 contract, direct deposit of paychecks will be required for all employees.

Section 2.02. Overtime Rates.

- A. Any work performed beyond a regular work day shall be paid at the rate of one (1) times the regular hourly rate to 40 hours per week and paid at the rate of one and one-half (1-1/2) times the regular hourly rate for all work beyond 40 hours per week unless specifically stated otherwise in another provision of this Section of the Agreement. The calculation of "hours" for the payment of overtime shall include only hours that are worked, paid lunch hours, paid vacation hours and paid holiday hours.
- B. Any work performed on a Saturday shall be paid at the rate of one and one-half (1-1/2) times the regular hourly rate with a minimum period of three (3) hours.

- C. Any work performed on a Sunday shall be paid at the rate of two (2) times the regular hourly rate with a minimum work period of three (3) hours.
- D. Any work performed on a paid holiday shall be paid at the rate of one and one-half (1-1/2) times the regular hourly rate with a minimum work period of three (3) hours, plus regular holiday pay.
- E. After an employee has completed the scheduled tour of duty and has left the work site, should he/she be called back to work he/she will be compensated at time and one-half for a minimum of three (3) hours.
- F. Employees who perform additional work because substitute custodians cannot be provided shall receive a minimum of two (2) hours pay following their regular tour of duty at the overtime rate.

ARTICLE III HOURS OF WORK

Section 3.01. All Full-Time Employees Except Security Staff.

- A. The regular work week shall be forty (40) hours for day assignment and the regular work day shall be eight (8) hours of work each Monday – Friday 7:00 a.m. to 3:30 p.m. with one-half (1/2) hour for unpaid lunch period when schools are in session.
- B. The regular work week shall be forty (40) hours for afternoon assignment and the regular work day shall be eight (8) hours of work each Monday – Friday 11:00 a.m. to 7:30 p.m. with one-half (1/2) hour for unpaid lunch period when schools are in session.
- C. The regular work week for evening and night assignments shall be forty (40) hours, and the regular work day shall be seven and one-half (7-1/2) hours of work each Monday – Friday 3:00 p.m. to 11:00 p.m., with one-half (1/2) hour for paid lunch period when schools are in session.
- D. If, for religious reasons, an employee wishes not to work Friday or Saturday night, he may work Saturday or Sunday at straight time to make up the normal number of work week hours.
- E. Summer work schedule and school vacation week schedule for all employees shall be 7:00 a.m. to 3:30 p.m. with one-half (1/2) hour for unpaid lunch. One custodian in each building shall be assigned on a rotating or volunteer basis to work 7:30 a.m. to 4:00 p.m. to cover building activities. If employees have to remain at school to cover any Board building activities, the employee shall receive overtime rates of pay. Those employees assigned to work with the summer classes shall conform with the work hours of the standard school year.

- F. When a maintenance project is not finished at the end of the regular work day and the project must be completed before the start of the next work day, the Board has the right to hold over the maintenance employees who are assigned to the project. When maintenance employees must be scheduled or called back to work outside of the regular work day and all qualified employees refuse the work, the Board has the right to order in qualified employees in inverse order of seniority on a rotating basis.
- G. A ten (10) minute coffee break shall be granted all employees. Night staff will take their break from 6:00 p.m. to 6:10 p.m. when possible.

Section 3.02. Security Staff.

- A. The regular work year is the school year.
- B. The regular work week is Monday through Friday when school is in session with scheduled hours as follows:
 1. Eight (8) hours per day, seven and one-half (7 ½) hours of work and one-half (1/2) hour for unpaid lunch; or
 2. Seven and one-half (7 ½) hours per day, seven (7) hours of work and one-half (1/2) hour for unpaid lunch; or
 3. Seven (7) hours per day, six and one-half (6 ½) hours of work and one-half (1/2) hour for unpaid lunch.

Section 3.03. Building Checks.

Assigned staff shall report for building checks on Saturdays, Sundays and holidays only when scheduled or called back and shall be paid the applicable overtime rate.

**ARTICLE IV
HOLIDAYS**

Section 4.01. Holiday Schedule.

All full-time permanent employees shall be entitled to paid holidays regardless of the day on which they fall, and they are:

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

President's Day and Lincoln's Birthday shall be scheduled during the February school break. If school is in session on Veterans' Day, or any other paid holiday, the Board will designate a substitute day at the time it adopts the school calendar.

Section 4.02.

Full-time permanent employees shall have Rosh Hashanah and Yom Kippur off with pay, if such days are designated as holidays on the school calendar.

Section 4.03.

Employees required to work on a paid holiday shall receive the holiday pay plus one and one-half (1-1/2) times the regular hourly rate.

Section 4.04.

When a holiday occurs during the regular vacation period, the employee shall be entitled to an additional day off. If the employee plans to extend his vacation period by taking the additional day, the employee must request the time off on the vacation request form submitted by the employee.

**ARTICLE V
VACATION**

Section 5.01. Vacation Benefit.

All regular full-time permanent twelve (12) month employees shall be entitled to vacation periods listed:

A new employee will accrue one (1) day vacation per month from date of hire to June 30th, not to exceed ten (10) days; employees with less than ninety (90) days of employment will not receive accrued vacation.

Each employee shall receive two (2) weeks vacation after one (1) year of service.

Each employee shall receive three (3) weeks vacation after five (5) years of service.

Each employee shall receive four (4) weeks vacation after fifteen (15) years of service.

Each employee, after twenty (20) years of service, shall receive one (1) additional vacation day for each year thereafter, to a maximum of twenty-five (25) days.

An employee whose anniversary of employment entitling the employee to additional vacation falls within that fiscal year shall receive the added vacation due at the start of the fiscal year, as of July 1st.

When a security guard with at least one year of service transfers to a regular full-time permanent twelve (12) month bargaining unit position without a break in service, service as a security guard will be credited for vacation eligibility on a year for year basis for up to a maximum credit of three years of service.

Section 5.02. Vacation Scheduling.

- A. Priority for scheduling vacation will be based on seniority. Seniority for vacations will be based on the permanent full-time hiring date in the school system.
- B. Ordinarily, vacations will be taken during the summer break or other school recess periods. Employee vacations at other times may be honored subject to final approval by the Director of Facilities.
- C. All vacation requests must be submitted to the Principal or Supervisor who submits the requests to the Director of Facilities for final approval. Any request for changes in vacation dates must be submitted in writing to the Director of Facilities, after approval by the Principal or Supervisor. Only changes due to emergency circumstances will be considered.
- D. With ten (10) business days' notice to the payroll department, employees will continue to be entitled to advance pay for vacation.

Section 5.03. Payment of Accrued Vacation at Termination.

Accrued pro-rated vacation will be paid on termination regardless of reason for termination. Probationary employees are not eligible for payment of accrued vacation at termination.

**ARTICLE VI
SICK LEAVE**

Section 6.01.

All regular full-time permanent employees shall be entitled to sick leave in the following manner:

- A. For employees hired before July 1, 2003, sick leave shall accumulate to an unlimited amount at the rate of one and one-quarter (1-1/4) days per month.
- B. For all employees hired on or after July 1, 2003, sick leave shall accumulate to a maximum of 200 days at the rate of one (1) day per month.
- C. At the beginning of the fiscal year, a statement of the number of sick days accumulated by the employee and the salary rate of the employee shall be given to each employee.
- D. Sick leave up to two (2) days may be utilized when a member of the household is seriously ill and this request is accompanied by a doctor's report.

- E. Extension of sick leave may be granted by the Board of Education.
- F. When a holiday occurs during an employee's sick leave period, the employee shall be entitled to his/her regular pay.

Section 6.02.

All regular part-time employees who work at least twenty (20) hours per week, but less than thirty-five (35) or forty (40) hours per week, shall receive sick leave on a pro-rata basis in the following manner:

- A. For employees hired before July 1, 2003, seven and one-half (7-1/2) days per year.
- B. For employees hired on or after July 1, 2003, six (6) days per year.

Section 6.03.

A doctor's report may be required after four (4) days of continued sick leave.

**ARTICLE VII
PAID EXCUSED TIME**

Section 7.01. Bereavement Leave.

- A. Each employee may be absent without loss of pay not to exceed four (4) working days when:

There is a death in the immediate family. The words "immediate family" shall be held to embrace all those related to the employee as spouse, children, brother, sister, grandfather, grandmother, mother-in-law, father-in-law, or other close relatives regularly residing with the employee's family. If additional time is required because of distance or religious practices, the employee may request an extension of leave.

- B. An employee may be absent without loss of pay for one (1) working day when there is a death of an uncle, aunt, nephew, first cousin, brother-in-law, sister-in-law, son-in-law, or daughter-in-law.

Section 7.02. Personal Leave.

All full-time permanent employees shall be granted two (2) personal leave days per year without loss of pay, and not deducted from sick leave, for important personal or family business that can only be transacted during the work day. The individual shall give adequate notice, except in cases of emergency, to his supervisor in advance of taking the leave. The individual is not obligated to explain the reason for the leave except to state that it is being taken under this provision. It is further agreed that the work day immediately preceding or following a holiday or vacation may not be taken as a personal leave day. Personal leave days may not be carried from year to year.

Section 7.03. Union Leave.

- A. Two (2) representatives from the local Union shall be granted three (3) days each year to attend State union conventions.
- B. Time off with pay shall be granted to employees for attending negotiating sessions. One (1) Steward or one (1) Union representative, if the Steward is not available, will be allowed time to resolve problems immediately.

Section 7.04. Jury Duty Leave.

Any employee covered by the Agreement who is called for jury duty or subpoenaed as a witness shall receive the necessary leave to fulfill this legal obligation. This leave shall not be deducted from sick leave. The employee shall receive a rate of pay equal to the difference between the applicable salary and the jury fee. The employee called for jury duty shall notify the Human Resources Office in writing as soon as the employee has received either (a) a notice from the court indicating that she/he has been selected for service on the jury panel, or (b) notice to appear in court for service on the jury panel. The employee shall provide a copy of the summons, subpoena, or jury duty document to the Human Resources Office. Any employee who is temporarily excused from jury duty during his/her normal work hours must report for the balance of the work day.

**ARTICLE VIII
INSURANCE**

Section 8.01. Health Insurance.

The Board shall provide the following medical and health insurance benefits for each full-time permanent employee and his or her eligible dependents:

- A. Medical Insurance: Preferred Provider (PPO) Plan, or a comparable plan, as provided to the bargaining unit on June 30, 2012, through December 31, 2013. Co-payments for office visits shall be \$15 and for emergency room visits shall be \$35. Non-surgical Temporalmandibular Joint Disorder (TMJ) and facility-based Private Duty Nursing will not be covered after June 30, 2013.

Effective January 1, 2014 the base plan will be a High Deductible Healthcare Plan (HDHP) with \$1,500 single/\$3,000 family deductible and Health Savings Account (HSA) feature. The Board will fund 75% of the applicable deductible/HSA.

Effective January 1, 2015 the HDHP deductibles will be \$2,000 single/\$4,000 family; the Board will fund 65% of the applicable deductible/HSA.

Effective January 1, 2016 the Board will fund 50% of the applicable HDHP deductible/HSA.

Any employee ineligible for the HDHP/HSA will be offered a Health Reimbursement Arrangement (HRA). Any employee who wants to buy-up to the PPO plan currently offered by the Board will pay the entire difference between the Board's share of the HDHP/HSA plan premium and the PPO plan.

- B. Dental Insurance: Dental Care Plan, or a comparable plan, as provided to the bargaining unit on June 30, 2012.
- C. Vision Care: Vision Care Plan, or a comparable plan, as provided to the bargaining unit on June 30, 2012.
- D. Prescription Drug Plan:
 - 1. Co-payments for retail prescription drug purchases shall be:
 - \$10 for generic drugs
 - \$20 for formulary drugs
 - \$30 for non-formulary drugs
 - 2. Co-payments for a three (3) month supply of prescription drugs purchased by mail order shall be:
 - \$20 for generic drugs
 - \$40 for formulary drugs
 - \$60 for non-formulary drugs
- E. Employee Premium Share: Employees shall contribute, through payroll deduction pursuant to an I.R.C. Section 125 Plan, the following percentages of the allocation cost or premium for medical, dental, vision care and prescription drug coverage:
 - Through 6/30/17 – 13%
 - Effective July 1, 2017 – 14%
 - Effective July 1, 2018 – 15%
 - Effective July 1, 2019 – 16%
- F. Connecticut State Partnership Plan
 - (1) In lieu of the health insurance plan set forth in the Sections A and D above, effective September 1, 2017, each employee shall have the annual option to participate in the Connecticut State Partnership Plan 2.0 (SPP) for health (but not dental or vision benefits) or to waive medical insurance. The plan benefits shall be as set forth in the SPP effective on September 1, 2017, including any subsequent amendments or modifications made to the SPP by the State and its employee representatives. The administration of the SPP, including open enrollment, beneficiary eligibility and changes, and other administration provisions shall be as established by the SPP. Promptly upon ratification of this Agreement, the Board of Education, alone and/or with the City of Norwalk, shall make application to the State to admit this bargaining unit to the SPP. Should the City's

application be rejected and reconsideration be denied, this paragraph F in its entirety shall be of no further effect and the provisions of paragraph 8 shall become effective.

- (2) The premium or premium equivalent rates shall be set by the SPP.
- (3) The employee's annual premium cost share shall be deducted in prorated equal amounts from each paycheck on a pre-tax basis (premium conversion option).
- (4) The SPP contains a Health Enhancement Plan (HEP) component. All employees participating in the SPP will be subject to the HEP terms and provisions.
- (5) Participation in the SPP and the HEP are conditioned upon the employee completing and submitting necessary enrollment forms (written or electronic as determined by the administrator) during the specified enrollment period, and also signing an authorization for the deductions of premium cost shares through payroll deductions. In the event SPP administrators impose a premium or benefit penalty on insureds who fail to participate in the HEP, those sums shall be paid 100% in their entirety by the non-participating or non-compliant employee. No portion or percentage shall be paid by the City. Any such additional premium cost increase imposed upon the employee as a result of any failure to participate in HEP shall be implemented through payroll deduction, and the annual deductible shall be implemented through claims administration. Notwithstanding the above, any amendments to the terms of the HEP shall be applicable to employees participating in the SSP.
- (6) In the event any of the following occur after acceptance into the SPP, the City or the Union may reopen negotiations in accordance with Conn. Gen. Stat. Section 7-473c as to the sole issues of health insurance, including plan design and plan funding, premium cost share and/or introduction of replacement medical insurance in whole or in part.
 - i) A material change in plan design (for example conversion in the benefit plan from a co-pay plan to a high deductible plan, or elimination of the SPP HEP program) or premium rate calculation for the health benefits plan procured under Conn. Gen. Stat. Section 5-259 (a) and (m) are modified as a result of a change in the State's collective bargaining agreement or state statute.
 - ii) Public Act No. 15-93 or successor legislation is amended as to rate calculation, imposition of additional fees or administrative charges on participating non-state public employers or a change in the method used to calculate premium rates, or any other substantive amendments.
 - iii) If the cost of medical insurance plan offered herein is expected to result in the triggering of an excise tax under The Patient Protection and Affordable Care Act ([ACA; P.L. 111-148], as amended, inter alia, by the Consolidated Appropriations Act of 2016 [P.L. 114-113]) and/or if there is any material amendment to the ACA that has direct impact on the cost

incurred by the City on providing medical insurance pursuant to this Agreement.

- iv) If during the month of September, the City, based on the claims experience of the bargaining unit participants for the prior plan year of the SPP (July through June), determines that premiums or premium equivalents for the HDHP insurance plan (including the City's HSA contributions) that was in effect June 30, 2017, would be lower than the current SPP premiums.

(7) In the event the City and/or the Union at any time during the contract term or in negotiations over a successor collective bargaining agreement make a proposal to leave the SPP, the baseline for such negotiations shall be the medical benefits as set forth in sections A and D of this Article.

(8) Should the City's application to admit this bargaining unit into the SSP be rejected and reconsideration be denied, paragraph F in its entirety shall be of no further effect, and in such case the parties shall negotiate in accordance with Conn. Gen. Stat. Section 7-473c beginning February 1, 2018 over medical benefits to become effective commencing July 1, 2018.

(9) In the event the Board elects to leave the State Partnership Plan prior to the required period of commitment and an attendant penalty is assessed by the State of Connecticut, the Board shall pay the penalty.

Section 8.02. Life Insurance.

Full premium \$50,000 life insurance policy will be provided for employees only.

Section 8.03. Health Insurance Upon Retirement.

- A. The Board agrees to pay the full yearly health insurance premium for the employee who retires under the terms of the Norwalk Municipal Employees Pension Plan at age fifty-nine (59) until they reach age sixty-five (65), or are covered under Medicare or Medicaid. While eligible for this benefit, said employee may elect to insure his/her spouse, and the Board agrees to pay fifty percent (50%) of the premium for said spouse.
- B. Any employee who retires at age fifty-five (55) can, at his/her option, continue the health insurance at the group rate if he/she pays the full yearly premium and can elect to insure his/her spouse and eligible dependents at the group rate if he/she pays the full yearly premium.

Section 8.04. Plan Summary.

The terms and conditions of each of the above benefits are described in a plan summary, and a copy shall be provided to each employee.

Section 8.05. Change of Carrier.

- A. The Board of Education reserves the right to change insurance carriers (including insurance administrators) at any time but not more than once during the term of the Agreement so long as it gives ninety (90) days prior notice to the Union and so long as the insurance coverage under the substitute insurance carrier's policy is by a clear preponderance of the evidence substantially equal or better insurance coverage than the current insurance carrier's policy. Once the Union is notified that the Board intends to change insurance carriers, the Union has thirty (30) calendar days to examine the new insurance carrier's policy. If the Union feels that the coverage under the new policy is significantly less it must object to the change in writing during that thirty (30) days. If the parties are unable to informally resolve the matter or to select a mutually agreed upon arbitrator to hear the dispute within the following thirty (30) days, a claim for arbitration over the change in carrier shall be submitted forthwith to the State Board of Mediation and Arbitration. The arbitrator selected by the parties or appointed by the State Board of Mediation and Arbitration must render a decision within thirty (30) days.
- B. In a situation where an objection has been lodged by the Union, the Board shall not institute the new insurance coverage until agreement has been reached or until an arbitrator has decided that the substitute insurance coverage is by a clear preponderance of the evidence substantially equal or better than the current insurance carrier's policy.

Section 8.06. I.R.C. Section 125 Plan.

Subject to law, including the rules and regulations of the Internal Revenue Service, the Board shall implement and maintain an Internal Revenue Code Section 125 salary reduction agreement designed to permit as exclusions from taxable income each employee's share of health insurance premiums, and allowable medical and dependent care expenses, provided such agreement is at no additional cost to the Board. Employees who participate must complete and sign the appropriate wage deduction form. The Board makes no representations or guarantees as to the continued viability of such salary reduction agreement, and shall incur no obligation or engage in any form of impact bargaining in the event a change in law reduces or eliminates the tax exempt status of employee contributions or other benefit. So long as the Board makes a good-faith effort to comply with this paragraph, neither the union nor any of its members shall make any claim or demand, or maintain any action against the Board or any of its members, employees or agents, for taxes, penalties, interest or other costs or losses arising from a flaw or defect in the salary reduction agreement, or from a change in law which may reduce or eliminate the employee tax benefit.

**ARTICLE IX
SPECIAL PROVISIONS**

Section 9.01. Vehicle Use.

No employees shall be required to transport bulky objects that may damage the interior of the employee's vehicle. The employee shall be required to carry boxes of tools that can fit in the trunk of the vehicle.

Section 9.02. Copies of Agreement.

Copies of this Agreement shall be provided to all bargaining unit employees.

Section 9.03. Assignments.

Assignments are issued in written form insofar as it is feasible.

Section 9.04. Workers' Compensation.

- A. The Board of Education shall pay the difference between workers' compensation allowance and regular pay in workers' compensation cases up to a period of 6 months from date of initial injury, thereby providing full regular pay for employees losing work due to injury in the course of duty within the limits provided by worker's compensation insurance program. Sick leave or vacation credits shall not be charged to employees when out on workers' compensation.
- B. Insofar as feasible, all accidents under workers' compensation insurance must be reported in writing on a form provided by the Board within twenty-four (24) hours to the supervisor and school nurse or designee.

Section 9.05. Retirement/Death Benefit.

In addition to payment for accrued vacation, retiring employees and survivors of deceased employees shall be entitled to, and receive full pay for, accrued sick leave up to a maximum of one hundred (100) accrued days paid at the rate of fifty percent (50%) for each accrued sick leave day.

Section 9.06. Monthly Meeting.

All school custodians shall attend at least a monthly scheduled meeting with the building principal or his representative for improvement of communications between the custodians and the administration. In order to maintain harmony among the work force and in order to prevent any claims of favoritism, the administration agrees that it will neither authorize or endorse any social functions, (i.e., parties, etc.) during paid work time which would unjustly exclude any member of this bargaining unit.

Section 9.07. Reporting of Absences.

In the event of absences, an employee must call in to his building principal or supervisor as soon as possible. For all day shifts, notification is required at least one (1) hour before the shift starts. For all mid-day shifts and night shifts, notification is required at least three (3) hours before the shift starts.

Section 9.08. Notification to Board.

Following election and appointment of Union officers, the Board shall be notified of the new officers within five (5) working days.

Section 9.09. Leave of Absence Without Pay.

A leave of absence without pay may be granted upon written request for a maximum period of one (1) year, limited to no more than three (3) members of the bargaining unit at one time. The Board will guarantee a return to a comparable position in the school district. A sixty (60) day notification prior to return must be submitted in writing. Leave of absence may not be granted for other job or business reasons.

Section 9.10. Foul Weather Gear.

Foul weather clothing will be supplied to each building, two (2) sets for each elementary school and more for secondary schools.

Section 9.11. Overtime Rotation.

“Overtime” shall be shared in each building on a rotating basis, with proper posting on the custodial bulletin board. Single assignments shall be made only to custodians qualified to handle building and public. Head custodians and coordinator of custodians shall offer instructions to employees not qualified.

Section 9.12. Notification to Union.

- A. There shall be no transfer of any employee without notification to the Union, stating the reason for such transfer.
- B. It is understood and agreed that the President of the Union shall receive a copy of all written disciplinary notifications.

Section 9.13. Job Descriptions.

Job descriptions are not a part of this Agreement. However, any modification of job descriptions shall be reviewed by both parties before implementation.

Section 9.14. Snow Day Reporting.

Employees shall be called in within a reasonable time on weekends or before school starts to remove snow before it hardens. Snow days are “no school” days and should not be mistaken for excused days. Maintenance department and custodial employees are not excused from work on “no school” days except by order of the Superintendent of Schools or designee, as applied in each instance.

Section 9.15. Subcontracting.

The Board reserves the right to contract out bargaining unit work relating to pest and vermin control and extermination and any other work that can be performed more economically and efficiently provided that such subcontracting shall not cause the layoff of a bargaining unit employee.

**ARTICLE X
AGENCY SHOP**

Section 10.01

- A. All employees shall be required to join the Union, or pay an amount of money through payroll deduction equivalent to organization dues, as a condition of continued employment. All present employees who are members of the Union on the effective date of this Agreement shall remain members of the Union by payment of their monthly dues. All employees not members of the Union or who are hired thereafter for work in this bargaining unit shall become, or remain members in good standing in the Union by the thirty-first (31st) day following the execution of this Agreement, or date of employment, whichever is later, or shall pay an amount of money through payroll deductions equivalent to Union dues as a condition of continued employment. Thereafter, failure to follow the prescriptions of this article shall be cause for immediate dismissal by the Superintendent.
- B. However, any employee who is not a member of the Union may request an accounting from the Union and remittance to the employee on a pro rata basis of any funds used by the Union for political or ideological purposes with which the employee is in disagreement.
- C. The Union shall indemnify and hold the Board harmless from any liability resulting from any and all claims, suits, or any action arising from compliance with this Article, or in reliance on any list, notice, certification, or authorization furnished under this Article.

**ARTICLE XI
GRIEVANCE PROCEDURE**

Section 11.01.

“Grievance” shall mean a claim by a custodian, maintenance worker or a group of workers, or the administration representing the Board of Education that there has been a violation, misinterpretation or misapplication of the provisions of this Agreement or of the rules, regulations, administrative

directives or policies of the Board of Education. Grievances are to be settled at the level closest to the source of grievance. For example, school custodians first shall discuss the grievance with the building principal. If satisfaction is not obtained, the Director of Facilities or his/her designee is to be called in for assistance. The following steps shall apply:

If any employee desires, he or she may have a Union representative at any step of the grievance procedure.

Step 1

The employee, with or without the Union representative, shall take up the grievance or dispute with the Director of Facilities or his/her designees within ten (10) days of the grievance or the employee's knowledge of its occurrence. The grievance must be in writing, must describe the facts that are the basis of the grievance, and must cite the provision of the Agreement relied upon and the remedy requested. The Director or his/her designee shall attempt to adjust the matter and shall respond to the employee with ten (10) working days after a meeting with the grievant or his representative. The Chief Operating Officer or his/her designee shall, except during an absence or unusual circumstances, schedule a meeting with the Union representative for up to a total of one hour per week for the purpose of resolving pending grievances. The parties shall cooperate in gathering information for the proper resolution of the matter.

Step 2

If the grievance has not been settled, it shall be presented in writing by the employee or local Union official to the Superintendent of Schools or his or her designee within five (5) working days after the director's response. The Superintendent or his/her designee shall respond in writing to the employee and Union President within five (5) working day.

Step 3

If the grievance is still unsettled, the Union may, within fifteen (15) days after the reply of the Superintendent or his/her designee is due, by written notice to the other, request arbitration by the State Board of Mediation and Arbitration. Said Board shall hear and act on such dispute in accordance with its rules and regulations.

After initial submission of grievance, time limits on replies at various levels of proceedings may be extended upon mutual agreement of both parties. The failure to respond to the grievance in a timely manner shall allow the employee or Union to process the grievance to the next step.

In its submission to the State Board, the Union shall clearly specify the subject of the grievance and indicate the number of the grievance as established by the Board of Education.

The expense of arbitration shall be divided equally between the parties.

The arbitrators shall not have any power to add to, subtract from, vary, modify or amend the terms of this Agreement.

Arbitration shall be final and binding provided that the arbitrators shall not have the authority to deny to the Board of Education the exercise of any function, judgment and discretion granted to the Board of Education by law.

ARTICLE XII SAVINGS CLAUSE

Section 12.01.

If any provision of this Agreement shall be held or declared to be illegal or of no legal effect, said provision shall be deemed null and void without affecting the obligations of the balance of this Agreement.

ARTICLE XIII TERM OF AGREEMENT AND RENEWALS

Section 13.01.

This Agreement shall be effective when signed and shall continue in full force and effect up to and including June 30, 2020. At least one hundred twenty (120) days before said expiration date, the parties shall enter into direct negotiations over a renewal agreement. No provision in this Agreement shall be retroactive unless it is so stated in the language of the provision.

ARTICLE XIV SENIORITY

Section 14.01. Seniority.

- A. Seniority shall be defined as length of continuous service as a full time permanent employee of the Board in a job covered by this Agreement.
- B. All seniority rights shall be terminated by resignation, quit, retirement, discharge, or failure to return from a layoff or an approved leave of absence.
- C. Seniority list shall be submitted to the Union each September, including accrued sick leave on record and salary.

Section 14.02. Promotions.

- A. When promotions are made to other than supervisory bargaining unit positions, they shall be made on the basis of ability, fitness, performance evaluations and seniority of the employee. No promotion will be made if the employee applying does not meet the minimum qualifications.

- B. In the case of head custodian positions, the promotion will be awarded to the applicant who is determined to be the senior qualified applicant based on ability, fitness, performance evaluations, experience, interview and/or written test.
- C. For all promotions, there shall be a ninety (90) day working test period in the new classification during which there shall be an evaluation of the employee's capabilities in the new position by the Supervisor and/or Principal. At the end of the test period, the employee shall either remain in the position or return to his or her former position or a comparable position.

Section 14.03. Probationary Period.

All new and temporary employees shall serve a probationary period of ninety (90) days commencing with date of hire into a full-time or part-time permanent position and shall have no seniority rights, but shall be subject to all other clauses of this Agreement. All new employees who have worked successfully for ninety (90) days shall be known as permanent employees and the probationary period shall be a credited part of the seniority time. The probationary period shall be a break-in time during which the employer may dismiss the employee without further recourse on the employee's part.

Section 14.04. Layoff and Recall.

- A. The word "layoff" means a reduction in work force for any reason including but not limited to a reduction in the number of employees in a job classification or classifications as determined by the Board, the elimination of jobs because of consolidation of duties, the installation of new equipment or machinery, or the curtailment or replacement of the existing facility or because of any other reason.
- B. In the event of layoff, the following procedure will be followed:
 - 1. Temporary and seasonal employees in the classification involved will be the first laid off.
 - 2. Probationary employees in the classification involved will be the next laid off.
 - 3. Permanent employees in the classification involved will be laid off in reverse order of seniority.
- C. A permanent employee who is displaced from his classification shall have the following bumping rights, provided he or she is able to perform the work required without additional training:
 - 1. He or she may transfer into a vacancy, if one then exists, in some lower classification.

2. He or she may bump into the job held by a temporary or seasonal employee in some lower classification.
3. He or she may bump into the job held by a probationary employee in some lower classification.
4. He or she may bump into the job held by another permanent employee with less seniority in a lower classification provided he is physically able to perform the work.

In each of the above situations the employee bumping must possess the qualifications to perform the job.

- D. When the work force is increased after a layoff, employees will be recalled according to the order of seniority as defined elsewhere in this Agreement, provided in all cases that the employee recalled must be able to perform the work required without additional training. Notice of recall shall be sent to the employee at his last known address by certified mail, return receipt requested. If any employee fails to report for work by the tenth (10th) working day from the date of mailing of the notice of recall, he shall be considered a "quit". Recall rights for an employee who has not been recalled after layoff shall expire two (2) years from the date of layoff.
- E. For the purpose of layoff and recall as set forth in this Article, the Union President, Vice-President, Secretary, Recording Secretary and Stewards shall be deemed to have top seniority. The Union will certify in writing the names of the above named officials to the Board and give written notice of any changes. It is understood that the total number of employees to whom super-seniority status is afforded shall not exceed eleven (11).
- F. The Board shall forward a list of any seniority employees. The Union, upon request, will be provided a list of temporary and seasonal employees.
- G. Except in emergencies, the Board will consult with the Union prior to implementing any notices of layoff and give seniority employees ten (10) working days notice of any layoff.

ARTICLE XV JOB POSTING

Section 15.01.

All job postings shall include job qualifications and rate of pay. When a vacancy exists, or a new position is created, it shall be posted for five (5) working days.

Section 15.02.

Bargaining unit employees shall not be entitled, as a matter of right, to transfer within grade more than once per school year. This shall not apply to promotional opportunities.

**ARTICLE XVI
RENTALS**

Section 16.01.

All rentals, including PTA sponsored programs and outside activities, shall be compensated at rates described in the Wage Appendices of this Agreement. However, no additional custodian need be called in for school or community non-profit groups involving 100 or fewer people or when school activities occur outside provided the group's need to access the building is minimal (getting hoses and supplies, tables and chairs). Such groups include senior citizens, parks and recreations if youth groups or activities are being held, and as examples those groups include the following: PTO, PTA, parent associations, band parents, parent associations/clubs, Board of Education, Boy Scouts, Girl Scouts, Cub Scouts, Brownies, intra-mural sports, swimming classes, adult swimming, Learn to Swim, family swim, bank practices, color guards, winter guards, team practices, ROTC, car washes, drills, ad hoc committees, land use committees, fund raisers, and other school clubs and organizations.

**ARTICLE XVII
LONGEVITY**

Section 17.01.

Employees in the bargaining unit shall receive longevity payment during the first week of December and each December thereafter as they are entitled to their payment.

Payments will be made in the regular paycheck but the longevity payment will be taxed as if it were a separate check.

Longevity payment shall be due to all regular full-time employees in the bargaining unit (excluding temporary, seasonal, and part-time employees) on the following schedule:

Each employee shall receive Three Hundred (\$300) Dollars upon completion of ten (10) years of service and Thirty (\$30) Dollars additional for each year thereafter. The amount of longevity pay due shall be based on the employee's service as of the preceding June 30th.

**ARTICLE XVIII
MILITARY LEAVES**

Section 18.01.

Military leave shall be granted in accordance with applicable Federal and State law and Board policy.

**ARTICLE XIX
BENEFITS FOR PART-TIME EMPLOYEES**

Section 19.01.

Security Staff Benefits

- A. Full-time security staff (school monitors and security guards) shall have the present practices in relation to holidays and sick leave continued during the life of the Agreement.
- B. The Insurance Plan provided in Article VIII for all full-time employees covered by this Agreement shall be extended to cover the employee and eligible dependents of the Security staff.
- C. Security staff shall not be excluded from the longevity benefits provided to all other employees in accordance with Article XVII of this Agreement.

Section 19.02.

Part-Time Benefits

- A. Part-timers are defined as regular employees who work twenty (20) or more hours but less than thirty-two and one-half (32-1/2) hours per week on a regular basis.
- B. Sick leave benefits shall be as described in Section 6.02 of this Agreement.
- C. Present practice shall continue for holidays.
- D. No benefits other than those enumerated in this Section 19.02 and Health Insurance as required by the Affordable Care Act or by other Federal or State law are provided to part-time employees.

**ARTICLE XX
JUST CAUSE**

Section 20.01.

No non-probationary employee shall be discharged, suspended or disciplined (excluding verbal warnings) except for just cause.

**ARTICLE XXI
NONDISCRIMINATION**

Section 21.01.

There shall be no discrimination against any employee because of his/her race, color, religious creed, national origin, sex, political or union affiliation.

**ARTICLE XXII
PENSIONS**

Section 22.01.

The City of Norwalk has a municipal pension plan in which eligible members of this bargaining unit may participate. For more information, individual employees can contact the City of Norwalk pension board. Nothing herein shall prevent the members of this bargaining unit from negotiating the terms and conditions of that pension directly with the City and/or its pension board.

**ARTICLE XXIII
FEDERAL AND STATE FUNDING**

Section 23.01.

The Board of Education reserves the right to seek federal and state funds for various projects which will involve custodians and maintenance work. The City or the Board would hire persons for these positions on a temporary basis. Upon termination of the funding for the individual or the individuals, the Board may terminate those employees provided no position exists involving maintenance or custodial work for which they are qualified and provided there is no such position filled by a member of the bargaining unit who is less senior than the individual being considered for termination. In the execution of these projects, certain custodian and maintenance personnel may be granted a stipend to assist. These stipends will be in terms of the hourly rate times the number of hours that the employees will be in charge of another employee. The stipend will be seventy-five cents (\$.75) per hour.

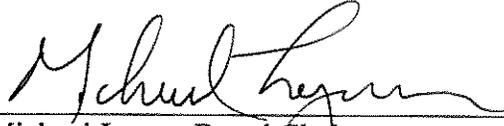
**ARTICLE XXIV
PRIOR PRACTICES**

Section 24.01.

All past practices, procedures and customs in effect prior to the signing of this Agreement, not specifically incorporated in or protected by this Agreement, are hereby rendered null and void.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this 11 day of November, 2017.

NORWALK BOARD OF EDUCATION



Michael Lyons, Board Chairman

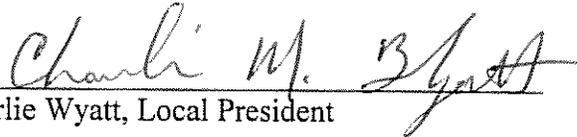
UNITED PUBLIC SERVICE
EMPLOYEES UNION - CUSTODIANS,
MAINTENANCE & SECURITY STAFF



Mark Sheehan
Labor Relations Representative



Kevin E. Boyle, UPSEU President



Charlie Wyatt, Local President

SCHEDULE B - WAGES

July 1, 2017 - June 30, 2018

Custodian Grade II
Pupil Transportation Driver,
Porter, Maintenance Helper

Custodian Grade I
Pool Custodian, Mail Driver, Mail Clerk,
Truck Driver, Storekeeper

	<u>Hourly</u>		<u>Hourly</u>
1	\$20.52		\$23.07
2	\$21.51		\$24.03
3	\$22.50		\$25.02
4	\$23.49		\$26.00
5	\$24.48		\$26.97
6	\$25.59		\$28.14

Maintenance Mech. Unlicensed

Maint. Mech Licensed

<u>Step</u>	<u>Hourly</u>		<u>Hourly</u>
1	\$24.69		\$26.82
2	\$25.65		\$27.76
3	\$26.61		\$28.71
4	\$27.56		\$29.66
5	\$28.54		\$30.62
6	\$29.61		\$31.72

Monitors

Sec. Guards

<u>Step</u>	<u>Hourly</u>		<u>Hourly</u>
1	\$19.83		\$22.47
2	\$21.22		\$23.78
3	\$22.47		\$25.13
4	\$23.78		\$26.53
5	\$25.13		\$28.05
6	\$26.53		\$29.60
Head	-		\$33.98

SCHEDULE C - WAGES

July 1, 2018 - June 30, 2019

Custodian Grade II
Pupil Transportation Driver,
Porter, Maintenance Helper

Custodian Grade I
Pool Custodian, Mail Driver, Mail Clerk,
Truck Driver, Storekeeper

	<u>Hourly</u>	<u>Hourly</u>
1	\$21.03	\$23.65
2	\$22.05	\$24.63
3	\$23.06	\$25.65
4	\$24.08	\$26.65
5	\$25.09	\$27.64
6	\$26.23	\$28.84

Maintenance Mech. Unlicensed

Maint. Mech Licensed

<u>Step</u>	<u>Hourly</u>	<u>Hourly</u>
1	\$25.31	\$27.49
2	\$26.29	\$28.45
3	\$27.28	\$29.43
4	\$28.25	\$30.40
5	\$29.25	\$31.39
6	\$30.35	\$32.51

Monitors

Sec. Guards

<u>Step</u>	<u>Hourly</u>	<u>Hourly</u>
1	\$20.33	\$23.03
2	\$21.75	\$24.37
3	\$23.03	\$25.76
4	\$24.37	\$27.19
5	\$25.76	\$28.75
6	\$27.19	\$30.34
Head	-	\$34.83

SCHEDULE D - WAGES

July 1, 2019 - June 30, 2020

Custodian Grade II
Pupil Transportation Driver,
Porter, Maintenance Helper

Custodian Grade I
Pool Custodian, Mail Driver, Mail Clerk,
Truck Driver, Storekeeper

	<u>Hourly</u>
1	\$21.56
2	\$22.60
3	\$23.64
4	\$24.68
5	\$25.72
6	\$26.89

	<u>Hourly</u>
	\$24.24
	\$25.25
	\$26.29
	\$27.31
	\$28.33
	\$29.56

Maintenance Mech. Unlicensed

Maint. Mech Licensed

<u>Step</u>	<u>Hourly</u>
1	\$25.94
2	\$26.95
3	\$27.96
4	\$28.96
5	\$29.98
6	\$31.11

	<u>Hourly</u>
	\$28.18
	\$29.16
	\$30.17
	\$31.16
	\$32.17
	\$33.32

Monitors

Sec. Guards

<u>Step</u>	<u>Hourly</u>
1	\$20.84
2	\$22.29
3	\$23.61
4	\$24.98
5	\$26.40
6	\$27.87

	<u>Hourly</u>
	\$23.61
	\$24.98
	\$26.40
	\$27.87
	\$29.47
	\$31.10

Head

-

\$35.70

SCHEDULE E

STIPENDS/MAINTENANCE CAR ALLOWANCE

Maintenance employees required to use their cars to go from job-to-job shall receive the following monthly car allowance:

Amount

\$374.93

SCHEDULE F

STIPENDS/HEAD CUSTODIANS

Head Custodians shall be compensated annually with the following stipend for extra services consistent with proprietary performance responsibilities of the position as follows:

Head Custodians

High School	\$2,831
Middle School	2,123
Elementary School	1,771
High School Assistant Head Custodian	1,499