

CONTRACT

BETWEEN

THE ANSONIA BOARD OF

EDUCATION

AND

TEAMSTERS LOCAL UNION NO.

677

(CUSTODIANS/MAINTENANCE)

For the Period July 1, 2017 - June 30, 2021

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AGREEMENT

This Agreement made as of the 1st day of July, 2017, by and between the Ansonia Board of Education (hereinafter referred to as the "Employer") and Teamsters Local Union No. 677, an affiliate of the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA (hereinafter referred to as the "Union").

ARTICLE I RECOGNITION

Pursuant to elections held under the auspices of the Connecticut State Board of Labor relations on December 4, 1969 and certification thereafter by said Board, the Board of Education agrees to and does hereby recognize the Union as the exclusive representative of the Custodians, Head Custodian, Maintenance Men and Tradesman with Connecticut License, excluding all other classifications employed by the Ansonia 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 CLAUSE

- A. It is recognized that the Board has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the Ansonia Public Schools in all its aspects, including but not limited to the following: to determine the type of work to be performed by bargaining unit members; to assign all work to unit members; to decide the methods, procedures and means of conducting the work; to select, hire and demote unit members; to promote, transfer and layoff unit members; to decide the need for facilities; to establish or continue policies, practices, and procedures for the conduct of business and the management of operations, and from time to time to change or abolish such policies, practices or procedures.
- B. These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except the same shall not be exercised in a manner inconsistent with or in violation of the specific terms and provisions of this Agreement.

Students and other non-student workers may be used during the school year for no more than 20 hours per week, and may be used to perform custodial services during vacation periods. The number of such custodians shall not exceed the number of school buildings in the school district. However, such custodians may not displace or substitute for bargaining unit custodians and bargaining unit members shall not be responsible for supervising them. Notwithstanding the provisions of Article I, custodians employed pursuant to this provision will not be members of the bargaining unit and are not subject to any of its provisions.

- D. Notwithstanding any of the foregoing, the Board may utilize a pool of non-union substitutes to fill in for employees out of work for one (1) week or more, until the employee returns to work.

ARTICLE II UNION SECURITY

- A. All present employees of the bargaining unit who are members of the Union on the effective date of this Agreement shall 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 as a condition of continued employment. All future employees who are hired for work in the classifications specified herein, and who work twenty (20) or more hours each week, shall become and remain members in good standing by payment of the required initiation fees and regular monthly dues of the Union on the thirty-first (31st) day following the execution of this Agreement, or the date of employment whichever is the later, and shall thereafter maintain such good dues standing for the term of this Agreement. However, any employee who chooses not to become or remain a Union member shall have the option to pay an agency fee equal to that proportion of Union dues expended for the purposes of collective bargaining, contract administration and grievance adjustment.

Members shall remit to the Union the amount of five cents (\$.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.

The Employer agrees to deduct regular monthly dues, administrative dues, and initiation fees or regular monthly agency fees, whichever are applicable, from the wages of all bargaining unit employees covered by this Agreement for whom a written authorization form, voluntarily signed by the employee, is received and agrees to remit all such deductions to the Union. Dues deductions shall be made from the first payday each month. The Union shall advise the Employer in writing of the appropriate deductions for agency fees, or any change in dues, at least 30 days in advance.

The Union shall hold the Board harmless from any claim, demand, or lawsuit that may be brought by any party in connection with this Article, including, but not limited to, reasonable attorney's fees and other costs of defense.

ARTICLE IV HOURS OF WORK AND OVERTIME

- A. The regular workweek of employees shall consist of five (5) consecutive eight (8) hour days - Monday through Friday.

An employee shall be paid at one and one-half ($1\frac{1}{2}$) times his regular basic rate for all work performed by him on Saturday. Work performed on Sundays and holidays shall be paid for as overtime at two times (double time) the employee's normal rate.

All time worked in excess of eight (8) hours per day shall be paid for as overtime at one and one-half ($1\frac{1}{2}$) times the employee's normal rate. All overtime work must have prior approval of the Superintendent or his/her designee.

- D. Maintenance employees will not be used to perform custodial work unless such work is first offered to custodians within the building in which the work is to be performed.
- E. Unpaid employee lunch breaks will be thirty (30) minutes scheduled between the fourth and fifth hour of his or her work day. (Summer schedule to remain the same.)

Any employee requested to work outside his normal working hours after having left his work station for one (1) hour, shall be guaranteed a minimum of two (2) hours work at the rate of one and one-half ($1\frac{1}{2}$) times his normal rate of pay. Volunteers will be asked in order of seniority. In the event there are insufficient volunteers, employees may be ordered in inverse order of seniority.

- G. 1. Outside Organization.

The Superintendent of Schools or his/her designee shall have the option of assigning a bargaining unit member for all programs or events sponsored by outside organizations using school facilities. No bargaining unit member shall be responsible for the supervision of individuals involved in the activities of any outside organization. The bargaining unit member will be available to the outside organization during his/her assigned hours, responsible for opening the facility for the outside organization, securing the facility after the organization's activities have concluded, but shall not be expected to perform work unrelated to the organization. For purposes of this Article, an outside organization shall be deemed to be any group which is required to pay the Board for the use of a school facility.

2. School Related Programs or Events.

For programs or events which are not sponsored by an outside organization, custodial support shall be at the discretion of the Superintendent or his/her designee. During any such activity, the bargaining unit member shall be responsible for work as assigned by the Director of Facilities, but he/she shall not be responsible for the supervision of persons involved in the organization's activities.

3. Selection and Compensation.

If the call-back of any bargaining unit member is necessary for the above activities, selection of bargaining unit personnel shall be based on an overtime rotation list. In the absence of volunteers, the least senior bargaining unit member shall be assigned to the overtime call-back. Compensation will be provided at one and one-half (1 1/2) times the employee's rate of pay for a minimum of three hours.

- H. An employee working on any shift when the schedule for such shift begins at 2:00 p.m. or after, shall be paid a night differential. All full time employees who start at or after 12:00 noon shall receive a night differential for all straight time hours worked after 2:30 p.m. The night differential will not be paid for overtime hours. During the term of this contract, the night differential shall be \$.75 per hour.
- I. Regularly assigned employees will have a fixed starting time and the starting time of employees will not be changed without notice to the Union in advance, except in cases of emergency.
- J. All employees will maintain their regular work hours during the year except for the following:
 - 1. On school vacation periods during the school year, all employees will work from 6:30 a.m. until 3:00 p.m.
 - 2. During the summer vacation period, all employees will work from 6:30 a.m. until 3:00 p.m. For the purposes of this provision, the summer vacation period shall be defined as the first day that students are not in session for the summer break until one (1) week prior to the first day that students are in session in the following school year, in accordance with the approved school calendar.
 - 3. If school is cancelled for in-service days (other than election day) all employees shall work the day shift, but shall provide staggered

coverage as determined by the Superintendent or his/her designee, to allow for cleanup after in-service activities are concluded.

The night differential will not be paid during these periods.

5. Changes in the above schedule will be made only with one week's notice to the Union and shall be subject to mutual agreement between the Superintendent or his/her designee and the Union. Such agreement shall not be unreasonably withheld.
 6. Notwithstanding subparagraphs 1 and 2 above, the Board can require employees hired after July 1, 2007 to remain on the second shift when school is not in session. Such employees shall be ordered to work the second shift in inverse order of seniority. In addition, one (1) employee per school building shall be required to work from 7:30 a.m. to 4:00 p.m. in order to close the building. This individual will be selected in the following order: (1) by volunteer, starting with the most senior employee at each building; (2) if not filled by volunteer, by the Board ordering in an employee starting with the least senior employee at each building.
- K. A custodian may leave the school premises during vacation periods for a fifteen (15) minute coffee break. The break shall occur between 9:45 am and 10:00 am on the day shift, and between 4:45 pm and 5:00 pm on the evening shift. These break periods may only be modified by advance approval by the Supervisor. If there is more than one custodian assigned to the building, one custodian will be allowed to leave the premises to purchase coffee for the group. Any bargaining unit member who leaves the building during the work day must first provide evidence of liability insurance, which shall provide primary insurance coverage for such bargaining unit member.

ARTICLE V STEWARDS

Not more than two (2) Union stewards shall be selected from among the employees in the bargaining unit. The Union shall furnish the employer with the names of its steward and shall notify the employer of any and all changes. The Union steward shall have top seniority in layoff and recall rights for as long as he/she remains steward.

ARTICLE VI HOLIDAYS

- A. All employees shall receive a full day's pay, without differential, at their straight time rate of pay for the following holidays per year:

New Years Day
Martin Luther King Day
President's Day

Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgivings Day
Day after Thanksgivings Day
Day before Christmas
Christmas Day

In addition, if an employee works his or her regular hours on Veteran's Day he or she shall also be paid for the holiday.

- B. In order to be eligible for holiday pay, employees must work the entire last scheduled work day prior to and the entire next scheduled work day after such holiday, or have a substantiated illness.
- C. When a holiday falls in a week during which an employee is on vacation, he shall receive the holiday pay.

ARTICLE VII VACATIONS

- A. Employees hired prior to July 1, 2013 are entitled to vacation periods with pay as follows:

1.	One year of service.....	1 week
2.	Two through five years of service	2 weeks
3.	Six years of service	2 weeks + 1 day
4.	Seven years of service	2 weeks + 2 days
5.	Eight years of service	2 weeks + 3 days
6.	Nine years of service	2 weeks + 4 days
7.	Ten years of service	3 weeks
8.	Eleven years of service	3 weeks + 1 day
9.	Twelve years of service	3 weeks + 2 days
10.	Thirteen years of service	3 weeks + 3 days
11.	Fourteen years of service	3 weeks + 4 days
12.	Fifteen years of service	4 weeks
13.	Sixteen years of service	4 weeks + 1 day
14.	Seventeen years of service	4 weeks + 2 days
15.	Eighteen years of service	4 weeks + 3 days
16.	Nineteen years of service	4 weeks + 4 days
17.	Twenty years of service.....	5 weeks

Employees hired on or after July 1, 2013 are entitled to vacation periods with pay as set forth above, except that the maximum entitlement shall be four (4) weeks.

* Pro-rata vacation for the first year; day of hire to July 1st.

For purposes of this section, years shall mean the completion of the noted number of years.

- B. Eligibility will be as of date of hire.
- C. Employees shall choose their vacations according to seniority. Only one employee shall be on vacation at one time while school is in session.
- D. The maximum vacation to be taken consecutively is two weeks. Any variation in this policy must be authorized by the employer. Employees who have earned at least four (4) weeks or more of vacation will have the option of declaring that he/she wants to split one (1) of the available weeks of vacation into five (5) single days. The employee must declare this option at the time of the vacation selection. Seniority will prevail in the selection.
- E. The employer will post a vacation schedule. If an employee does not submit a vacation schedule by the posted date, the employee will be moved to the bottom of the seniority list for the purposes of choosing vacation.
- F. The vacation period for all employees shall be between July 1st and August 31st. Those employees with more than three (3) weeks vacation may schedule additional weeks during the year. No vacations shall be scheduled during school shut-down weeks, the week preceding the close of school, and the week preceding or following the opening of school, unless approved in advance by the Superintendent of Schools in extenuating circumstances.
- G. All vacations must be taken as earned.
- H. The vacation period for maintenance men will be scheduled by mutual agreement (Superintendent or his/her designee and employee).
- I. Any request for changes in the posted vacation schedule must be submitted in writing five (5) working days prior to the change and approved by the Superintendent.
- J. Upon a reduction in force by the employer or resignation by the employee with at least two (2) weeks notice to the employer, earned vacation time and pay shall be included in all final wage payments. In case of death of an employee who is eligible for a vacation, vacation pay due such an employee shall be paid to the employee's estate.

ARTICLE VIII SENIORITY

Seniority for employees governed by this Agreement shall be defined as the period of continuous employment with the Employer in the work cover by this agreement.

Seniority shall apply to employees older in service and in order of their seniority to the work available.

- A. All qualifications being equal in the opinion of the employer, seniority shall prevail in any and all promotions? Testing for maintenance and other promotional positions may be conducted by the Board at its discretion. Tests shall be reasonably related to the position and shall be administered equitably and the results shared with the Union upon request.
- B. All job vacancies shall be posted for at least three (3) working days and filled as soon as possible.

Seniority shall apply:

- 1. To work opportunity in the event of layoff for lack of work.
 - 2. In recall to work after layoff, for a period of 12 months following layoff.
 - 3. In selection of vacations from the vacation schedule.
- C. All new employees shall be hired on a one hundred and twenty (120) working days trial basis and shall work under the provisions of this Agreement. During this time they may be discharged by the Board of Education without protest by the Union and without access to the grievance procedure. After the one hundred and twenty (120) working day trial period they shall be placed on the seniority list as regular employees in accordance with the date of active employment.
- D. Seniority shall be broken only by:
 - 1. Discharge;
 - 2. Voluntary quit;
 - 3. Unauthorized leave of absence without valid reason;
 - 4. Retirement.
- E. In the event of the elimination of a custodial or maintenance position, the least senior person within the classification where the elimination of position takes place, shall be subject to layoff. However, the person affected by the elimination of position shall be entitled, if qualified, to bump the least senior bargaining unit member in any lower classification. Recall rights shall continue for 12 months from the date of layoff (unless an offer of reemployment is refused) to any vacancy which arises in the classification last held or any lower classification, if qualified. In no case shall any employee exercise bumping or recall rights to gain a promotion or increase in pay.

- F. Extra work and overtime shall be assigned by the Superintendent or his/her designee on a rotating basis of seniority within a school, then to employees in the other schools by their seniority (including maintenance staff). In the event that no bargaining unit member accepts an offer of extra work, the Superintendent shall assign such extra work on a rotating seniority basis, starting with the least senior bargaining unit member. If no bargaining unit member accepts an offer of extra work, the Superintendent may assign the work outside the bargaining unit.
- G. Effective July 1, 2004, the Board shall cease the practice of regularly rotating employees, however, reserves the right to reassign employees if, the Superintendent, in his/her judgment, believes that to be in the best interest of the school district.

ARTICLE IX

HEALTH & WELFARE BENEFITS

A. Sick Leave

1. Sick leave shall be twelve (12) days cumulative to one hundred thirty-six (136) days. Sick days may be taken in half day increments. In case of death or retirement, 30% of the accumulated sick days will be paid to the employee, or the employee's spouse or estate. For purposes of this section of the Agreement, retirement shall be a minimum of ten (10) years of service, at age 62 or older, unless qualified for disability pension benefits. Effective for employees hired on or after July 1, 2010, the maximum accumulation shall be one hundred (100) days.
2. The Board may require satisfactory proof of illness in its discretion, including after an employee is absent for three (3) consecutive school days or the day prior to and/or after a vacation on account of illness, where the Board suspects that the employee may be abusing sick leave privileges, or where there is a questionable pattern of absences, for example repeatedly using sick days on a Friday or Monday.
3. Effective July 1, 2010, the No Fault Attendance Policy attached as Appendix A shall be in effect.
4. Employees may be required to submit a physician's certification or participate in a fitness for duty examination in order to be eligible to return to work following illness.

B. Health Insurance

Commencing with the first day of July, 2017, and for the duration of the current collective bargaining Agreement and renewals or extensions thereof, the Employer agrees to make payments to the Teamsters Local 677 Health and Services & Insurance Plan, 1871 Baldwin St., Waterbury, Conn. 06706, for each and every bargaining unit member whether regular or probationary, irrespective of his status as a member or non member of the Local Union from the first hour of employment subject to this collective bargaining Agreement as follows:

Commencing July 1, 2017 the Employer shall contribute to the applicable Health Services & Insurance Plan the sum of \$10.45 per hour for each hour figured to the nearest quarter hour for which an employee covered by this Agreement receives pay up to a maximum of forty (40) hours but not more than \$418.00 per week for any one employee.

Commencing July 1, 2018 the Employer shall contribute to the Health Services & Insurance Plan the sum of \$10.45 per hour figured to the nearest quarter hour for which an employee covered by this Agreement receives pay up to a maximum of forty (40) hours but not more than \$418.00 per week for any one employee.

Commencing July 1, 2019 the Employer shall contribute to the Health Services & Insurance Plan the sum of \$10.70 per hour figured to the nearest quarter hour for which an employee covered by this Agreement receives pay up to a maximum of forty (40) hours but not more than \$428.00 per week for any one employee.

Commencing July 1, 2020 the Employer shall contribute to the Health Services & Insurance Plan the sum of \$10.95 per hour figured to the nearest quarter hour for which an employee covered by this Agreement receives pay up to a maximum of forty (40) hours but not more than \$438.00 per week for any one employee.

For the purpose of this Article, each hour paid for or any portion thereof, figured to the nearest quarter hour as well as hours of paid vacation, paid holidays or other hours for which pay is received by the employee shall be counted as hours for which contributions are payable.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contribution of 40 hours for a period of (4) four weeks.

All contributions shall be made at such time and in such manner as the Trustees require, and the trustees shall have the authority to have an independent Certified Public Accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to Health Services & Insurance Plan.

If the Employer fails to make contributions to the Health Services & Insurance Plan within 5 business days after the notice of delinquency has been sent to the Employer in writing, the Local Union shall take whatever steps are necessary to secure compliance with this Article. The Employer's liability for payment hereunder shall not be subject to the Grievance Procedure or arbitration provided under this Agreement.

All employees covered by this agreement will have paid to said Health Services & Insurance Plans no less than a payment for forty (40) hours per week.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions of 32 hours for a period of (4) four weeks after all sick days are used up. The Employer will pay 40 hours of contributions at the rate for weeks that the employee is entitled to sick pay. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions of 32 hours shall not be paid for a period of more than twelve (12) months, or up to the period required under the Workers Compensation Act if greater.

All contributions shall be made at such time and in such manner as the Trustees require and the Trustees shall have the authority to have an independent Certified Public Accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Health Services & Insurance Plan.

Other than the aforementioned contributions, the Board shall have no other obligation to employees for health insurance.

- C. Life insurance shall be provided to all active bargaining unit members at the sole expense of the Board:

1. \$15,000 - up to 70th birthday

Employees shall be entitled to disability benefits in accordance with the provisions of the City of Ansonia Pension Plan, after exhaustion of paid sick leave.

- E. Upon retirement (minimum age 62 with 10 years of service) the Board shall provide Blue Cross 65 (when eligible) and a \$5,000 term life insurance policy.

ARTICLE X PENSION

Bargaining unit members will continue enrollment in the City of Ansonia Pension Plan, subject to Plan eligibility requirements.

ARTICLE XI

COMPENSATION FOR INJURY

- A. Any injury or physical disability due to the pursuit of his occupation shall be compensated for in accordance with the Worker's Compensation laws of the State of Connecticut.
- B. In the event that an employee is unable to return to duty for a period of 24 months from the date of injury or illness, the employer shall have the right to discharge the employee with just cause pursuant to Article XIII, Dismissal.

ARTICLE XII

PERSONAL LEAVE

- A. Personal leave of four (4) days per year shall be granted to each employee. Personal leave shall be granted with prior approval of the Superintendent.

Notwithstanding any previous agreement to the contrary, one (1) personal day may be used in two-hour increments; the three (3) remaining days must be used as full days. The Memorandum of Understanding between the Parties signed October 6, 2008 regarding personal leave shall hereinafter be null and void.

At the discretion of the employee with 48 hour notification to the immediate Supervisor. Employees will note personal day on the form provided by the Board.

- B. Employees must request the days for personal business on a form provided by the Board forty-eight (48) hours prior to such leave. Reasons for such leave may be stated in general terms if the employee is concerned with protecting the confidential nature of the personal business. The employee shall make all reasonable efforts to plan and conduct personal business so that it does not conflict with assigned duties. Exceptions regarding the forty eight (48) hour notice provision and/or use of prepared form may be made in cases of emergencies.

Unused personal leave days will be paid in full to each employee within the month of December. Effective June 30, 2010 employees will only be eligible to receive payment of three-quarters (3/4) of unused personal leave days payable within the month of December.

D. Funeral Leave:

1. Spouse5 days
2. Immediate family. 3 days each time,
but no day beyond day of funeral shall be granted unless more
than 100 miles (one way) travel involved.

***NOTE:** Immediate family shall be defined as children, parents, grandparents, grandchildren, brothers, sisters, parents-in-law, brother and/or sister of current spouse, family members residing in the staff member's household.

E. Family Leave:

An unpaid leave of absence shall be granted in coordination with any other contractual leave provisions, in accordance with federal law regarding family leave.

ARTICLE XIII DISMISSAL

The Employer may immediately discharge employees for the following offenses:

1. Unauthorized leave of absence without valid reason.
2. Under the influence or in possession of open liquor container or controlled substances (without appropriate prescription) on school grounds or while on duty.
3. Risk of injury to a minor.
4. Theft.
5. Insubordination - First offense - written warning notice
Second offense - three days unpaid suspension
Third offense — discharge
6. Excessive failure to maintain regular work hours (arriving late - leaving early extended lunch period), during a 12 month period after appropriate written warnings.

7. Any other conduct comprising just cause.

All disciplinary notices must be in writing to employee and Union.

ARTICLE XIV LEAVE OF ABSENCE

- A. Any employee, with seniority rights, may be granted a leave of absence if agreed to by the Board and the Union without loss of seniority rights. A leave of absence shall be understood to mean absence from work without pay. A leave requested by an employee and consented to by the Employer and the Union will be for an agreed period of time, but in no instance will the leave be for more than one year.
- B. During the period of absence, the employee shall not engage in gainful employment. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved and no obligation to rehire.

ARTICLE XV CLASSIFICATION, GRADE, WAGE SCHEDULES, AND LONGEVITY

Classification 1 - Custodian
Classification 2 - Head Custodian
Classification 3 - Maintenance
Classification 4 - Tradesman with Connecticut License *

The Director of Facilities may designate a "working foreman" to oversee operations in his or her absence. This individual will be selected in the Director's discretion from within the Maintenance classification. Each new employee will be provided with his or her job description upon hire. In addition, a job description for each classification will remain on file with the Director.

Payment of wages of all employees shall be direct deposit at a participating bank or qualified financial institution of employee's choice, on bi-weekly bases on same day of every bi-week.

WAGE SCHEDULE

	July 1, 2017	July1, 2018	July 1, 2019	July 1, 2020	
	(1.5%)	(2%)	(2.5%)	(2.5%)	
Classification 1 - Custodian	\$23.81	\$24.29	\$24.90	\$25.52	
Classification 2 - Head Custodial	\$24.45	\$24.94	\$25.56	\$26.20	

Classification 3 - Maintenance	\$25.91	\$26.43	\$27.09	\$27.77
Classification 4 - Tradesman with Connecticut License	\$27.89	\$28.45	\$29.16	\$29.89

* The Tradesman with Connecticut License shall receive an additional \$2,000 annual stipend (subject to proration for part-year service) in lieu of any travel stipend.

The above hourly rates are subject to the following, based on the employee's anniversary from date of initial hire: Year 1 - 75% of stated hourly rate; Year 2 — 90% of stated hourly rate. Connecticut Licensed Tradesman who are hired after July 1, 2017 shall be paid at 100% of wage rate.

Employees who are required to use their own vehicles for inter-school travel on a regular basis shall receive an annual stipend of \$150 on January 1 of each year, payable in arrears.

LONGEVITY

Employees with ten (10) years of service	\$300
Employees with fifteen (15) years of service.....	\$400
Employees with twenty (20) years of service	\$500
Employees with twenty-five (25) years of service	\$700

Employees hired after July 1, 2007 will not be eligible for longevity.

ARTICLE XVI JURY DUTY

In the event that an employee is called for jury duty, the employer shall pay such employee an amount sufficient to guarantee no loss in income on account of such absence from work. The employee must present proof of jury payment from the court in order to receive the differential. Employees will not have to work on any day or night while on jury duty.

ARTICLE XVII GRIEVANCE AND ARBITRATION PROCEDURE

- A. A grievance is hereby defined to be any controversy, complaint, misunderstanding, or dispute concerning the interpretation or application of any provision of this Agreement.
- B. Any grievance arising between the Employer and the Union or any employee represented by the Union, shall be settled in the following manner:

- STEP 1:** The grievant or grievants must present the signed grievance in writing to the Steward and to the Director of Facilities, with a copy to the Superintendent of Schools specifying the nature of his /her grievance and the section of the contract he/she claims to be violated. If a satisfactory adjustment is not effected with the Director of Facilities within six (6) working days, the Steward and grievant shall submit such written grievance to the Union's business representative.
- STEP 2:** Within five (5) working days from the decision at Step 1, the business representative shall submit the signed grievance to, and take the matter up with the Superintendent of Schools. The Superintendent's decision shall be given to the business representative within five (5) working days from such meeting. Any agreement settling the grievance shall be reduced to writing and signed by the parties.
- STEP 3:** If a satisfactory adjustment of the grievance is not effected within five (5) working days from the meeting with the Superintendent of Schools at Step 2, the grievant shall submit his/her written grievance to the Board of Education no later than ten (10) working days following the meeting at Step 2. The grievance shall be heard by the Board of Education no later than one month following receipt of the grievance. The Board of Education shall hear the grievance at a regular or a special meeting and shall render its written decision to the grievant with a copy to the Union's business representative within ten (10) working days following such meeting.
- STEP 4:** If Steps 1, 2 and 3 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 American Arbitration Association (AAA) with a copy to the other party within five (5) working days from the decision at Step 3. The AAA shall hear the grievance under its rules and regulations and its decision shall be final and binding upon the Employer, the employees and the Union. Any expenses incurred for such procedure shall be shared equally by the Union and the Board of Education.

No grievance shall be processed unless the signed statement of grievance is submitted to the Employer in writing within fifteen (15) working days from the date when the employee or the Union knew, or should have known, of the act or condition complained of.

- D. If the Employer fails to meet any of the time limits expressed herein, the grievant shall be permitted to advance to the next Step of the procedure on the day following the final day for the Employer's response. If the grievant fails to meet any of its time limits, it shall be deemed to have accepted the Employer's response. Notwithstanding the foregoing, any of the above stated time limits may be extended by mutual written agreement.

ARTICLE XVIII SAVING CLAUSE

If any provision of this Agreement is, or shall be at any time, contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law. In the event that any provision of this Agreement, is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

ARTICLE XIX ZIPPER CLAUSE

This Agreement contains the full and complete agreement between the Board and the Union on all negotiable issues, and neither party shall be required during the term hereof to negotiate upon any issue, whether it is covered or not covered in this Agreement except as for items specifically noted in this Agreement for reopening negotiations.

ARTICLE XX UNIFORMS AND RAIN GEAR

- A. Foul weather gear (raincoat, boots, gloves) will be made available for work which must be performed under adverse conditions. Foul weather gear is to be used only during working hours and shall be kept on school premises.
- B. The Board shall provide a vendor to a designated location each year so that each employee can select safety shoes at the Board's expense (valued at \$75 per employee, per year), which are subject to the approval of the Director of Facilities. Safety shoes shall be worn on the job at all times.

If the Board is not able to provide a vendor to bring to the employees, the Board will arrange for employees to be provided a \$75 credit at a designated vendor with a physical location in or around Ansonia.

- C. An adequate supply of uniforms shall be issued to each employee at the expense of the Board. The Board shall provide regular laundering service for all uniforms, at its expense. All uniforms shall be returned to the Board upon separation from service, or the employee shall reimburse the Board

for the full cost of missing uniforms by way of payroll deductions.

Employees shall take appropriate steps to safeguard all uniforms. Uniforms shall be worn at all times while on duty, but shall not be worn while off duty, except during travel to and from work. No clothing shall be altered by any employee.

Employees are permitted to wear shorts while on duty from April 1 to October 31 of each year provided that it is not in violation of any safety rules or standards and is otherwise appropriate in the discretion of the Director of Facilities considering the employee's job duties.

ARTICLE XXI COPY OF AGREEMENT

The Union agrees to furnish each employee covered by this Agreement with a copy of such Agreement. If printed commercially, it will bear the Union label. The Board agrees to make the Agreement available online.

ARTICLE XXII GENERAL PROVISION

Upon authorization by the Superintendent of Schools, the Business Agent 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. They shall report to the principal's office on arrival. Any disruption in employee work shall be minimized.

ARTICLE XXIII DURATION AND TERMINATION

This Agreement shall be in full force and effect during the period July 1, 2017 through June 30, 2021. This Agreement shall be binding on the parties during its term.

IN WITNESS WHEREOF, the parties have hereto caused this instrument to be executed and signed by their mutually authorized officers or representatives.

BOARD OF EDUCATION

By: 

Date: 07/12/2017

TEAMSTERS LOCAL NO. 677

By: 

Date: 29 Dec 17

TEAMSTERS LOCAL UNION NO. 677

By: 

06/29/17

APPENDIX A

Ansonia Board of Education Attendance policy **For Teamster Local 677**

Employee Responsibilities

- Employees are expected to maintain a good attendance record.
- Each employee is expected to give advanced notification of absences due to illness, and provide reason for absence. The employee must give notification by phone, personally and directly to the Director of Facilities.
- Night (2nd) shift employees are required to call no later than 12:30 p.m. prior to his/her scheduled work shift. (1) If the employee fails to do so, the employee's absence will be considered to be unauthorized. Day (1st) shift employee at Mead, Prendergast, and Ansonia High School are required to call no later than 5:30 a.m. prior to his/her scheduled work shift. Day (1st) shift employee at Ansonia Middle School is required to call no later than 5:00 a.m. prior to his/her scheduled work shift.

ATTENDANCE STANDARDS & PROCEDURES

Definitions:

Absence

- An "occurrence" is defined as any unscheduled absence from work during scheduled working hours (including failing to report for scheduled overtime) or failure to remain at work as scheduled. (2) The use of the term unscheduled is significant to this definition because it automatically excludes vacation, personal leave, and lunch break (3) or other forms of approved and scheduled time off, approved in advance by the Director of Facilities. An unscheduled occurrence in excess of one day shall be considered as only one occurrence against the employee, regardless of its length. (Example: An employee is absent for five consecutive days with flu. This will be treated as one occurrence for the purpose of this policy. (4) An occurrence excludes any work related injury accepted by the Board and/or approved by the Board of Education's Worker's Compensation Administrator.

Disciplinary Procedures:

In order to translate attendance standards into an effective working personnel policy, the Board of Education has adopted the following standards and procedures. It must be noted that two (2) or more occurrences in the initial probationary period (60 working days) of employment should be considered as a failure to satisfy the probationary period of employment.

Corrective counseling is warranted when an employee has:

- Five (5) occurrences within any twelve (12) month period *

Verbal warning is warranted when an employee has:

- Six (6) occurrences within any twelve (12) month period

* Written warning is warranted when an employee has:

- Seven (7) occurrences within any twelve (12) month period

A three (3) day suspension without pay is warranted when an employee has reached:

- o Eight (8) occurrences within any twelve (12) month period

Termination is warranted when an employee has reached:

- o Nine (9) occurrences within any twelve (12) month period

Physician's Documentation

Any employee who incurs more than three (3) occurrences in a six (6) month period** or who incurs more than five (5) occurrences in a twelve (12) month period** will be required to obtain a physicians statement, acceptable to the Director of Facilities, upon employee's return to work. Failure to provide this statement shall result in no pay for the absence, and other corrective action, if appropriate.

*This is a continuously rolling twelve (12) month period

**This continuously rolling six (6) and twelve (12) month period

APPENDIX B

REASONABLE SUSPICION DRUG AND ALCOHOL

TESTING SECTION 1

Definitions.

Alcohol or Alcoholic Beverages — the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohol, including methyl and isopropyl alcohol

Drug — any substance (other than alcohol) capable of altering the mood, perception, pain level or judgment of the individual consuming it.

Illegal Drug — any drug or controlled substance, the sale possession or consumption of which is illegal.

Legal/Prescribed Drug — any substance prescribed for the individual consuming it by a licensed medical practitioner.

SECTION 2

Basis of Testing. Administration of screening test to detect the presence of drugs or alcohol in employees shall be performed in the following circumstance:

Upon reasonable suspicion that an employee is using or under the influence of illegal drugs, is abusing legal drugs or alcohol, or is reporting for duty under the influence of drugs and alcohol;

An employee may be required to undergo testing based on "reasonable suspicion" when objective facts and observations are brought to the attention of a supervisory employee and, based upon the reliability and weight of such information, the supervisory employee can reasonably infer or suspect that the member is using illegal drugs, is abusing legal drugs or alcohol, or is reporting for duty under the influence of drugs or alcohol. Reasonable suspicion must be supported by specific facts which may include, but are not limited to: reports and observations of the employee's drug related activities, such as purchase, sale or possession of drugs, an otherwise unexplained change in behavior or work performance; or an observed impairment of the employees ability to perform his or her duties.

When a supervisory employee makes a determination based on reasonable suspicion, the employee shall be informed of this determination and shall be immediately relieved of duty and directed to report to the designated testing facility.

The Board will provide transportation for the employee to the testing facility when the employee is being tested. The Board shall provide transportation for an employee to the employee's home when the employee tests positive under these procedures.

SECTION 3

Testing Procedures. Testing shall be performed by a licensed laboratory or by medical professionals. Testing will be done with regard to chain of custody as well as the employee's rights to privacy.

Drugs:

For urine testing, two samples will be taken. An employee whose drug or alcohol test results in a positive report may, within forty-eight (48) hours of receiving notification or such result, request in writing to the Superintendent of Schools that the second sample be made available for re-testing at a licensed or certified laboratory of the employee's choosing. The second sample shall be transferred to that laboratory in such manner as to ensure proper chain of custody. The second testing shall be at the expense of the employee. If the second testing provides a negative result, the Board shall reimburse the employee for all costs associated with the second testing.

Alcohol:

Alcohol testing is done by testing breath, using an Evidential Breath Testing Device (EBT). A BAC of 0.04 or greater indicates alcohol impairment. A BAC between 0.02 and 0.04 indicates likely alcohol impairment. A BAC less than 0.02 indicates no alcohol impairment.

If the initial test shows a reading less than 0.02 the test is recorded as "negative." If the initial test results indicate a BAC of 0.02 or greater, a confirmation test will be conducted, after a 15 minute interval has passed to make sure that the sample was not tainted by recent use of food, tobacco, or other products. If the two results are different, the confirmation test results are controlling.

SECTION 4

Interference With or Refusal to Submit to Testing. Any alteration, switching, substituting or tampering with a sample or test given under this Agreement by any employee shall be grounds for immediate suspension and subsequent disciplinary action which may include dismissal. The refusal by an employee to submit to a drug or alcohol screening test pursuant to the provisions of this Article, including, but not limited to, failing to provide a urine sample within a three (3) hour period, failing to be or remain available for testing, or cooperating in providing information needed in connection with the testing shall result in the

employee's immediate suspension without pay and subsequent disciplinary action which may include dismissal.

SECTION 5

Rehabilitation. The opportunity for rehabilitation (rather than discipline) may be granted once for any employee who is not involved in any drug/alcohol related work misconduct and either:

- (a) voluntarily admits to alcohol or legally prescribed drug abuse prior to testing, or
- (b) tests positive for alcohol or abuse of legally prescribed drugs for the first time. In the case of legally prescribed drugs, abuse shall be defined as use without a legal prescription or excessive use not in accordance with a prescription.

The employee shall use accumulated sick leave and/or FMLA leave, if applicable, for the period of any absence for the purpose of rehabilitation, up to 12 weeks. If an employee does not have accumulated sick leave or if the absence extends beyond 12 weeks, the absence shall be unpaid. All treatment will be at the sole expense of the employee, to the extent not covered by the employee's health benefit plan. As part of any rehabilitation program, the employee may be required to undergo periodic screening for drugs or alcohol, per the EAP/SAP program. If, after screening, the employee has tested positive, he will be immediately suspended without payment and will be subject to discharge. Prior to returning to duty, the employee shall present a negative test for drug and alcohol. If upon return, the employee fails as prescribed by EAP/SAP, the employee shall be discharged.

SECTION 6

Consequences of Positive Test. The consequences of a positive test shall be as follows:

1. For use of an illegal drug — discharge.
2. For abuse of a legally prescribed drug — one opportunity for rehabilitation, then discharge. Abuse shall be defined as use without legal prescription or excessive use not in accordance with a prescription.

For alcohol (at the level of .04 or above) — one opportunity for rehabilitation, then discharge.