

AGREEMENT

Between

NORWALK BOARD OF EDUCATION

And

THE UNITED FEDERATION OF TECHNICIANS

LOCAL 72 SUPPORT, AFSA, CFSA

AFL-CIO

**July 1, 2022
Through
June 30, 2027**

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ARTICLE I RECOGNITION

The Board recognizes the United Federation of Technicians, Local 72 Support, AFSA, CFSA, AFL-CIO, as the exclusive bargaining representative of those members pursuant to the Connecticut State Board of Labor Relations Case No. ME 14,504 who are employed by the Board of Education of the City of Norwalk.

ARTICLE II FULL AND COMPLETE AGREEMENT

Section 1

This agreement contains the full and complete Agreement between the Board and the Federation on all negotiable issues, and neither party shall be required during the term thereof to negotiate upon any issue, whether it is covered or not covered in this Agreement.

Section 2

Any item not covered in this Agreement may be governed by existing policies, rules or regulations of the Board, or by the modification of existing policies, rules or regulations or the adoption of new policies, rules or regulations.

Section 3

All past practices, procedures and customs in effect prior to July 1, 1996, not specifically incorporated in or protected by this Agreement are hereby rendered null and void.

ARTICLE III DEFINITIONS

In the construction of the following individual Articles of Agreement, words and phrases shall be constructed according to the commonly approved usage of the language; and technical words and phrases such as have acquired a particular and appropriate meaning in education shall be construed and understood accordingly.

1. "Board" – The Board of Education of the City of Norwalk, Connecticut.
2. "Superintendent" – The Superintendent of Schools for the City of Norwalk, Connecticut.
3. "Federation" – The United Federation of Technicians.
4. "Employee" – All members of the bargaining unit.

5. "Members" – All members of the United Federation of Technicians, including but not limited to: Junior Data Analyst, Family Center/Help Desk Coordinator, IT Technician, Field Lead Technician, Analytics Developer, Networking Specialist, Hardware Wi-Fi Specialist, Data Security Specialist, Helpdesk Technician, PC Technician, Computer Technician, AV Technician, IT Specialist, Network Manager

ARTICLE IV MANAGEMENT RIGHTS

It is recognized that the Norwalk Board of Education has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the school system in all its aspects, including but not limited to:

1. To maintain educational activities and programs as in its judgment will best serve the interests of the students;
2. To determine the type of work to be performed by the personnel;
3. To assign all work to members or other persons;
4. To decide the methods, procedures and means of conducting the work;
5. To select, hire, and demote members, including the right to prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for performance of work;
6. To discharge or otherwise discipline any member;
7. To promote, transfer, and layoff members as well as to subcontract out bargaining unit work if in the Board's judgment it is more economical to do so provided that such subcontracting shall not result in the layoff of a bargaining unit member at any time. Specific to this article, should bargaining unit member(s) be laid off prior to any subcontracting there will be no limit of time on the call back for such member(s) and will have 30 days to accept or reject the call back and begin work. Before the Board enters into any new agreement to subcontract any work that is presently being performed by members of this bargaining unit, it shall discuss with the representatives of the bargaining unit why the Board is contemplating the subcontracting of the bargaining unit's work;
8. To decide the need for facilities;
9. To designate the schools or programs which shall be attended by the various students;
10. To prescribe rules for the management, studies, classification and discipline for school programs;
11. In general, to control, supervise, and manage the operations of the school system, and its staff under governing laws;

12. To establish or continue policies, practices and procedures for the conduct of Board business and the management of its operations, and from time to time, to change or abolish such policies, practices or procedures.

These rights, responsibilities, and prerogatives are not subject to delegation in whole, or in part, except that the same shall not be exercised in a manner inconsistent with or in violation of the specific terms and provisions of this Agreement.

ARTICLE V FEDERATION RIGHTS

Section 1

Each member who is a member of the Union as of the effective date of this Agreement shall remain a member of the Union in good standing or pay an agency service fee as a condition of employment. Each member who is hired after the effective date of this Agreement shall become a member of the Union or pay an agency fee as a condition of employment within thirty (30) days. Such agency fee shall not exceed the pro-rata cost of collective bargaining, contract administration, and grievance adjustments. The Union agrees to hold the Board of Education harmless and indemnify the Board for any and all claims, demands, suits, damages or liabilities, including attorney fees, related to or arising out of the implementation of the Article.

Section 2

The Board agrees to deduct from the pay of all its members who authorize such deductions from their wages such membership dues or agency fees as may be fixed by the Union. The Union shall supply to the Board written notice at least sixty (60) days prior to the effective date of any change in the rate of fees and dues. In addition, the Union shall furnish the Board with a statement signed by the member authorizing the Board to make such deductions.

Section 3

~~The monthly dues and/or service fee remittances to the Union will be accompanied by a list of names of the members from which wages such deductions have been made. Deductions will be made once each month and all sums deducted shall be remitted to the United Federation of Technicians, Local 72 Support, AFSA, CFSA, AFL-CIO.~~

ARTICLE VI GRIEVANCE PROCEDURE

Purpose: To obtain at the lowest possible level solutions to grievances as defined below:

Section 1 – Definitions

- a. “Grievance” shall mean a violation of a specific contract provision or provisions of this Agreement.
- b. The term “grievant” shall mean: (1) an individual member, or (2) a group of members having the same grievance.
- c. “Days” shall mean calendar days except weekends and school holidays.

Section 2 – Time Limits

- d. The number of days indicated at each step shall be considered as a maximum. The time limits specified may, however, be extended by written agreement of the parties in interest.
- e. If the grievant does not file a grievance in writing within fourteen (14) days after he/she knew or should have known of the act or conditions which gave rise to the grievance, then the grievance shall be considered waived.
- f. Grievances shall be in writing and shall state the nature of the grievance, including the contract provision which is alleged to be violated, and the relief sought. If the party with whom the grievance is filed is unable to ascertain the nature of the grievance, then he/she shall have the right to request that the grievant re-state the grievance.
- g. Failure by the grievant at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level. Failure of any party to answer within the specified time limits, unless an extension has been agreed upon, shall be deemed a denial of the grievance so that the grievant may process such grievance to the next step.
- h. Before using the formal grievance procedure the parties may attempt to resolve the dispute through an informal meeting at a mutually convenient time and place. Attempts to hold an informal meeting shall not waive the time limit lines specified in Section 2 unless mutually agreed to in writing by the parties.

Section 3 – Representation

- i. The parties to the grievance may be represented on all levels of the grievance procedure by a person or persons of their choosing.
- j. All grievances and decisions shall be in writing.
- k. The parties agree that grievance proceedings shall be kept as confidential as appropriate.
- l. If necessary, the parties may call upon the professional services of an outside consultant or an expert at any stage of the grievance procedure.

Section 4 – Formal Procedure

Level I

- m. Within fourteen (14) days after the member knew or should have known of the event(s) giving rise to the grievance, the grievant shall present his or her complaint in writing to the Supervisor.
- n. The Supervisor shall, within ten (10) days after receipt of the grievance, meet with the grievant for the purpose of resolving the grievance.
- o. The Supervisor shall, within five (5) days after the meeting, render his or her decisions and the reasons therefore in writing to the grievant with copies to the Federation.

Level II

- a. If the grievant is not satisfied with the disposition of his or her grievance at Level I, he/she may within five (5) days after the decision has been rendered file the grievance with the Superintendent or his or her designee.
- b. The Superintendent or his or her designee, shall within (10) days after receipt of the appeal, meet with the grievant, his or her representative, and any other appropriate witnesses for the purpose of resolving the grievance.
- c. The Superintendent or his or her designee shall, within five (5) days after such meeting, render a decision and the reasons therefore in writing to the grievant with a copy to the Federation.

Level III

- a. If the grievant is not satisfied with the disposition of his or her grievance at Level II, he or she may, within five (5) days after the decision is rendered submit the grievance to the Board of Education. The Board of Education may, at its discretion,

have the grievance heard by a sub-committee of three members of the Board of Education. The Board of Education or the sub-committee shall, within fifteen (15) days of receipt of the appeal, meet with the grievant, his or her representatives, and any appropriate witnesses for the purpose of resolving the grievance.

- b. The Board of Education or the sub-committee shall, within five (5) days after such meeting, render its decision and the reasons therefore in writing to the grievant with a copy to the grievant and to the Federation.

Level IV – Arbitration

- a. If the Union is not satisfied with the disposition of the grievance at Level III, it may, within five (5) days after the decision is rendered submit the grievance to the American Arbitration Association (AAA). The arbitration shall be heard in accordance with AAA rules and regulations. The arbitrator 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 arbitrator shall not have the authority to deny the Board of Education the exercise of any function, judgment and discretion granted to the Board of Education by law, and, provide further, that neither party shall waive the right to appeal the arbitrator's decision in accordance with law. In any such appeal or in any claim to challenge the arbitrability of the matter in dispute, the question of arbitrability shall be an issue of law for the court to determine. Costs for arbitration shall be borne equally by the parties.

Subject to mutual agreement, in the event that a grievance decision needs to be submitted to arbitration, such arbitration may be provided by the Connecticut State Board of Mediation and Arbitration.

ARTICLE VII JUST CAUSE, PROTECTION AND NON-DISCRIMINATION

Section 1

No non-probationary employee shall be discharged, suspended or disciplined (not including verbal warnings) except for just cause.

Section 2

Members have the right to Union representation at all meetings that may result in disciplinary action.

Section 3

- a. No member of this bargaining unit shall be discriminated against due to race, color, religion, age, sex, marital status, sexual orientation, national origin, ancestry, disability, pregnancy, genetic information, or gender identity or expression, except in the case of a bona fide occupational qualification.
- b. There shall be no Board reprisals of any kind taken against any person covered by this Agreement by reason of membership or non-membership in the Union or participation or non-participation in its activities.

ARTICLE VIII SENIORITY

Section 1

Seniority shall mean a member's length of continuous service within the school district commencing with his or her most recent date of hire. Seniority is not earned during periods of unpaid leave.

Section 2

All employees claimed as, transferred to or hired as affiliated members shall serve a one time probationary period of one (1) year dating from their first day of employment within the collective bargaining unit. Any unpaid time off in excess of five (5) days during the probationary period shall not count towards the probationary period. Discipline and discharge of probationary employees is not subject to the grievance procedure in this contract.

Section 3

1. When a reduction in work force becomes necessary the resulting layoff(s) shall be made among members in order of least seniority to most. There will be a call back period of two years from the date of layoff for those members who maintain the skills that are needed by the department.
2. Should a member have their position eliminated such member will bump the next lower senior member and bumping will continue onto the least senior member. The member whose position has been eliminated may be reassigned to a comparable position or will be given the opportunity for appropriate training if available and necessary.
3. If a member becomes subject to bumping, layoff(s), call back(s), position elimination(s) or if reassignment(s) occur; a notification outlining a decrease in pay will need to be in writing to the member by the district.

4. When a call back and or position is offered to such member, the member must accept the offer within 10 days of being notified and begin work within 30 days.
5. If for any reason there is a modification to a member's job title and/or duties it must be agreed upon by the human resources department, technology department head, and union president. All parties will agree on any such modification(s) before any changes(s) are made to a member's job description and/or duties.

ARTICLE IX HEALTH AND LIFE INSURANCE

Section 1

The Board of Education shall provide coverage to each full-time member and his or her dependents, as dependents.

- (1) Effective July 1, 2022, on an annual basis the Board shall offer each bargaining unit member the opportunity to participate in the Connecticut State Partnership Plan 2.0 (SPP) for health and vision benefits and continue on with Delta for dental benefits or to waive medical insurance. The plan benefits shall be as set forth in the SPP effective on July 1, 2022, 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.
- (2) The premium rates shall be set by the SPP.
- (3) The SPP contains a Health Enhancement Plan (HEP) component. All employees participating in the SPP are subject to the terms and provisions of the HEP. In the event SPP administrators impose the HEP non-participation or noncompliance \$100 per month premium cost increase or the \$350 per participant to a maximum of \$1,400 family annual deductible, 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 Board. The \$100 per month premium cost increase shall be implemented through payroll deduction, and the \$350/\$1,400 annual deductible shall be implemented through claims administration.
- (4) In the event of the following occurs, the Board or the Union may reopen negotiations in accordance with Conn. Gen. Stat. Section 7-473c(b) as to the sole issue 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) If the SPP in its current form is no longer available; or if the benefit plan design of the SPP is modified as a result of a change in the State's collective bargaining

agreement with SEBAC, if such modifications would substantially increase the cost of the medical insurance plan offered herein. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan; and/or

(5) In any negotiations triggered under Section 5 above as well as negotiations for a successor to this collective bargaining agreement, the parties shall consider the plan set forth in the Current Agreement to be the baseline for such negotiations, and the parties shall consider the following additional factors:

- Trends in health insurance plan design outside of the SPP;
- The costs of different plan designs, including a high deductible health plan structure and a PPO plan structure.

Should such negotiations be submitted to mediation or arbitration for resolution, the mediation or arbitration panel shall consider the foregoing in applying the statutory criteria in making its ruling.

Section 2

Each member electing the health insurance package provided pursuant to this Article, shall contribute a portion of the premium allocation cost through payroll deduction, pursuant to an IRC Section 125 plan. Effective July 1, 2022, all members shall contribute nineteen percent (19.00%); effective July 1, 2023 all members shall contribute nineteen percent (19.00%); effective July 1, 2024 all members shall contribute nineteen and one half percent (19.50%); effective July 1, 2025 all members shall contribute nineteen and one half percent (19.50%); effective July 1, 2026 all members shall contribute nineteen and one half percent (19.50%); through June 30, 2027.

Section 3 – Section 125 Plan

The Board shall provide the members with a Section 125 cafeteria plan consistent with the statutes and regulations of the Internal Revenue Service. Such I.R.C. Section 125 Plan, in addition to a premium share deduction feature, shall also include an Internal Revenue Code Section 125 pre-tax medical expense account also known as a Reimbursement Account Plan for the purpose of enabling eligible members to divert a portion of their gross salaries, prior to reduction for federal income taxes, by a minimum of \$100 to a maximum of \$2,500 (or less, if required by the Internal Revenue Code) per plan year for health reimbursement (including but not limited to their aforesaid share of the premium cost for such plans, uncovered medical and dental expenses, and deductibles), and by a minimum of \$500 to a maximum of \$5,000 (or less if required by the Internal Revenue Code) per plan year for dependent care, into an account from which, during the course of the plan year, they can be reimbursed for the aforesaid health care costs and dependent care costs they or their covered dependents incur which are not covered by the medical or dental plans described in this Agreement. Such election shall be optional for the member and this plan shall be subject to the laws and regulations of the Internal Revenue Code.

Section 4 – Life Insurance

- a. The Board shall provide one hundred percent (100%) premium for One Hundred Thousand (\$100,000) dollars term life insurance for each member.
- b. Members shall have the option of converting said term life insurance referenced in sub Paragraph a. above to whole life insurance provided no additional premium cost is assumed by the Board.
- c. Members may elect to increase their own term life insurance coverage provided in 4 a. to an amount equal to double their annual salary at no cost to the Board.
- d. Members may elect to decline their own life insurance coverage beyond Fifty Thousand (\$50,000) dollars.

Section 5 – Retiree Health Insurance

A member entitled to medical coverage set forth in Article IX who retires on or after July 1, 2006 and who has worked for the Norwalk Public Schools for a minimum period of ten (10) years and who, at the time of retirement, has worked a minimum of thirty (30) hours per week and who is not eligible for coverage by his or her spouse's medical insurer, shall receive the following retiree insurance benefit.

- e. Any member who retires before age sixty five (65) may, at his/her option, continue his or her participation in the Board's health insurance plan at the group rate until he or she reaches age sixty-five (65) if he/she pays the full cost (no cost to the Board) of the plan.
- f. Retirees covered by Medicare/Medicaid hired prior to June 30, 2013 may choose to enroll in a Medicare Supplemental Insurance Plan sponsored by the Board, as amended from time to time, subject to payment of the insurance premium based on the following table:

Years in Norwalk	Member % Paid	BOE % Paid
10 or less	100	0
11 to 15	80	20
16 to 20	60	40
21 to 25	40	60
26 to 30	20	80
31 or more	0	100

- g. Retirees who elect insurance coverage pursuant to either paragraph A or B above shall pay the insurance premiums in the manner specified by the Board. Program is available to spouse at full premium.

ARTICLE X WORK DAY

Section 1

Seven and one half (7 ½) hours constitute a regular day's work and thirty-seven and one half (37 ½) hours shall constitute a normal week's work. A member can only receive overtime after 40 hours of work has been completed in one week.

Members shall receive an unpaid one-half (1/2) hour duty-free lunch.

Section 2

Members shall be entitled to a ten (10) minute break in the morning.

Section 3

A member's schedule will be determined by management prior to the beginning of the school year. If a permanent change in work schedule is necessary, the Board of Education will provide two (2) weeks notice before implementing the change.

Section 4

During emergency weather conditions, the following provisions shall apply:

- a. Members are expected to report for work.
- b. A grace period of a maximum of two (2) hours from regular starting times shall go into effect. During that time period, should conditions deteriorate to a point where the Superintendent or his/her designee decides all Board of Education buildings are to be closed, a phone chain will be initiated, per the Superintendent's directive. ~~This shall be treated as an excused absence and shall override prior projections for absences.~~ Should Members have already reported to work prior to the decision to close the buildings the time worked shall be used as compensatory time. Additionally, should all school buildings be closed but central office remains open then school-based members will be given the option to work remotely. If the school-based member's duties cannot be fulfilled remotely and the member decides not to come into work, the member will need to use paid leave or take an unpaid day.
- c. If the Board buildings are not closed and a member chooses not to report for work, the members shall notify the immediate supervisor, at the earliest possible time. Members who so choose may use compensatory time, personal or vacation time, if they wish to be paid. In lieu of the foregoing, the period of the regular work day

may be made up, with administrative knowledge, in increments of at least one half hour, within sixty (60) days. Members shall not work through lunch periods.

- d. Members in schools without an administrator reporting for work shall leave the building at the same time the custodians leave for the day.
- e. Should extraordinary circumstances occur, they shall be subject to consultation with the Superintendent.
- f. In the event of an early dismissal, recognizing the need for office coverage, the administration shall release all members covered by this Agreement with no loss of pay as soon as practicable after said early dismissal, consistent with central office practice.

ARTICLE XI WAGES

Section 1

A member's salary increase, or a portion thereof, may be withheld when such member's job performance is judged unsatisfactory by the Superintendent of Schools.

Section 2

The salaries of members covered by this Agreement are set forth in Appendix A attached hereto.

Section 3

Members hired after June 30, 2003 shall be offered a salary commensurate with experience, based on the discretion of the Superintendent that may not exceed the highest paid member of the bargaining group.

Section 4

All work done after the regular forty (40) hour work week or eight (8) hour day will be considered overtime hours and will be paid at the rate of one and one-half (1-1/2) times the regular pay. (This provision was moved from Article (XVI) in the previous contract.)

**ARTICLE XII
LONGEVITY**

Section 1

Members of the Federation hired prior to June 30, 2013 shall receive longevity payment during the first week of December and each December thereafter as they are entitled to their payment.

Section 2

In accordance with the previous sections, each eligible member shall receive Five Hundred Twenty-five (\$525) Dollars upon completion of ten years as a regular full-time member on or before June 30th, and Twenty-five (\$25) Dollars additional for each year thereafter, e.g. upon completion of eleven (11) years of service, Five Hundred Fifty (\$550); upon completion of twelve (12) years of service, Five Hundred Seventy-Five (\$575) Dollars; upon completion of thirteen (13) years, Six Hundred (\$600) Dollars; etc.

**ARTICLE XIII
SEVERANCE PAY**

Full-time permanent members whose position is eliminated by the Board of Education shall be entitled to two (2) weeks pay after five (5) years of service, three (3) weeks pay after ten (10) years of service and four (4) weeks pay after twenty (20) years of service. Additionally, the members will receive payment for accrued paid time off for sick, vacation and personal time up to sixty (60) days.

**ARTICLE XIV
HOLIDAYS**

Section 1

All full-time permanent members shall be entitled to the following paid holidays:

Independence Day	New Year's Day
Labor Day	Dr. Martin Luther King, Jr. Day
Columbus/Indigenous People's Day	President's Day
Veteran's Day	Good Friday
Thanksgiving Day	Memorial Day
Day after Thanksgiving	Juneteenth
Christmas Day	

The above holidays shall be celebrated on the date declared by the state or federal government, or in lieu thereof by the Board of Education, as the official day of celebration and only when school is not in session. In the event school is in session on the above holidays, members shall be granted an additional non-school day off with pay. Full-time members will also be entitled to additional

day(s) off with pay according to the Norwalk Public Schools Holiday Schedule including floating days.

Section 2

One (1) additional day, scheduled during the Christmas vacation by the Board, shall be granted. Designation of holidays set forth shall follow the school calendar. Jewish holidays shall be granted with pay if consistent with Board of Education policy and the school calendar.

ARTICLE XV VACATION

Section 1

Full-time permanent members are eligible for the following vacation benefit:

After one year	-	2 weeks
After four years	-	3 weeks
After eight years	-	4 weeks

Section 2

Full-time permanent members who were hired prior to July 1, 1994* shall be eligible for the following vacation benefits beginning July 1, 1994:

After one year	-	3 weeks
After three years	-	5 weeks

Section 3

Vacations shall be taken at a time and in an amount approved by the Superintendent or his or her designee.

ARTICLE XVI PERSONAL LEAVE

Section 1

All full-time permanent members shall be granted two (2) days per year, without loss of pay and not be 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 or her immediate supervisor in advance of taking a leave. In unusual circumstances the Superintendent may, at his discretion, grant one additional personal day. This day will be considered on a case-by-case basis and will not be subject to the grievance procedure.

Section 2

Members may carry forward one unused personal day each year. Unused personal days may be accumulated to a maximum of five (5) days, no more than two (2) of which may be taken consecutively unless the immediate supervisor grants approval.

ARTICLE XVII SICK LEAVE

Section 1

Members hired after July 1, 1994 shall be credited with fifteen (15) days sick leave at the rate of one and one-quarter (1-1/4) days per month. Members hired prior to July 1, 1994* shall be credited with eighteen (18) days of sick leave at the rate of one and one-half (1-1/2) days per month.

Part-time employees may earn sick leave at the rate of 1 hour sick leave per 40 hours worked. For employees scheduled to work 25-29 hours, the maximum accumulation shall be 5 sick days; for employees scheduled to work below 25 hours the maximum accumulation shall be 3 sick days.

Section 2

The accumulation of unused sick leave shall be up to the number of scheduled work days (excluding vacation and holidays) in the work year. All sick leave shall cease to exist on the day of retirement or termination of employment.

* Members hired between July 1, 1993 and June 30, 1994 shall be eligible for the benefit specified only on the effective date of this Agreement, and the Board shall not retroactively credit lost vacation time or sick leave to such member's accounts.

Section 3

Should absence due to illness continue beyond the time for which compensation is provided by this Agreement, ~~the Board may consider an extension of sick benefits. If granted, such extension~~ shall be considered on a case-by-case basis and shall not be subject to the grievance procedure.

Section 4

Retiring members who were hired prior to July 1, 1994 and survivors of deceased members who were hired prior to July 1, 1994, shall be entitled to and receive full pay for accrued sick leave up to forty-five (45) days. Further, those same members shall be entitled to one-half (1/2) of 100 accrued days after the 45 days. The minimum amount of full pay days shall be at least forty-five (45), provided those 45 minimum days have been earned.

Section 5

During the course of paid or unpaid leave granted for medical reasons where an member is absent for seven (7) consecutive calendar days or if the Superintendent has a reasonable suspicion of sick leave abuse, the Superintendent may periodically require a member to provide a statement from his or her physician indicating the anticipated date the member will return to work and either the nature of the illness or disability or the fitness of the member to return to work. The Superintendent may require the member to undergo an examination by a Board-appointed physician to verify this information.

Section 6

Care for an immediate family's serious health conditions as defined by the Family and Medical Leave Act (FLMA) and or critical health conditions defined as an injury or illness that has a high probability of imminent or life-threatening deterioration may be requested by a member. The immediate family shall be defined as husband, wife, mother, father, brother, sister, child, grandfather, grandmother, mother-in-law, father-in-law, daughter-in-law, son-in-law, and grandchild. Sick leave may be taken in these events of the immediate family who requires care by the employee. However employees electing to use sick leave for this purpose must exhaust personal days, then vacation days prior to utilizing sick time. Then up to five (5) sick days shall be deducted from the employee's sick leave, and leave thereafter shall be unpaid and the employee will then be responsible for submitting payment for healthcare premiums on a monthly basis.

ARTICLE XVIII INJURY LEAVE

Section 1

Members injured on the job and receiving workers' compensation benefits shall receive the difference between their regular net pay from the Board of Education and the workers' compensation benefits for up to 85% of net pay after deductions. This supplemental compensation shall be paid for six (6) months or until such time as the first of the following occurs:

- a. The member is able to return to work,
- b. The member has reached maximum medical improvement and is no longer able to perform his duties.

Section 2

A member on workers' compensation shall in no event receive in any six (6) month period or in any one fiscal year compensation in excess of his normal wages including vacations and holidays. The Board of Education shall have the right to intervene in any third party suit in order to receive payments made pursuant to this Article.

**ARTICLE XIX
UNION LEAVE**

The Federation President or his/her designee shall be granted two (2) days each year, with pay, for the purpose of representing the Union at meetings, conferences, or educational programs. Prior to attending such meetings, the Union President or designee will inform his or her supervisor.

**ARTICLE XX
JURY DUTY**

Members shall be entitled to the difference between jury pay and regular pay for absences due to jury duty provided that the member returns to work whenever jury duty is released prior to the end of the member's work day.

**ARTICLE XXI
BEREAVEMENT LEAVE**

All members shall be entitled to four (4) work days leave, without loss of pay, in the event of death in the immediate family. The immediate family shall be defined as husband, wife, mother, father, brother, sister, child, grandfather, grandmother, mother-in-law, father-in-law, daughter-in-law, son-in-law, and grandchild. Members shall be entitled to one (1) working day leave without loss of pay in the event of the death of uncle, aunt, nephew, niece, first cousin.

**ARTICLE XXII
SPECIAL PROVISIONS**

Section 1

Members who are regularly required to use their cars during the work day for the Board of Education shall receive a monthly travel allowance (including Summer months). The monthly travel allowance will be \$275 for 2022-23, \$300 for 2023-24, \$325 for 2024-25, \$350 for 2025-26 and \$350 for 2026-27. A member who elects to receive the IRS reimbursement rate will notify the payroll department prior to June 1 of each year (including new hires).

No member shall be reimbursed for mileage incurred commuting to and from work from the member's home or other location. Reimbursement at the IRS rate is subject to satisfactory reporting of mileage to administration.

Section 2

Members may request use of a Norwalk Board of Education vehicle to transport bulky objects. All members shall be required to carry his or her tools.

Section 3

The Board agrees that whenever possible members may review and comment on changes in job descriptions.

Section 4

The Board agrees to pay all or a portion of tuition for any courses or classes or certification classes taken by the member for the improvement of his or her job, as long as such courses are approved by the Superintendent of Schools in advance.

Section 5

Any leave granted under the provisions of this contract or Board policy shall be credited against a member's entitlement under Family and Medical Leave Act, provided the member is requesting such leave for a purpose recognized under the Act.

ARTICLE XXIII PROFESSIONAL GROWTH OPPORTUNITY

Section 1

In order to create an environment that allows for personal and professional growth that meets the needs of the district and the professional aspiration of the member, the Board of Education shall implement, provide, or recommend a training program for members. Opportunities will be provided for those members who have demonstrated their ability to pursue more advanced training based on job performance.

To be considered for advancement, the member must have satisfactory performance as determined by the technology department head. Additionally, members will have the opportunity to complete a form at any time during the year which will outline special projects, training, certifications and additional duties and responsibilities. The technology department head or delegate will set forth the schedule of certifications/projects that can be earned for potential advancement and set forth the professional growth for all members. The selection of the credits and mutually agreed upon timeline for each member to earn those credits shall (1) be reviewed

(2) approved by the members technology department head (3) in conjunction with HR based on the needs of the district. The cost of tuition, books and software to attend the training program(s) will be paid for or supplemented by the Board.

Upon completion of the requirements and with documentation that the member has earned credits the individual shall receive a one-time stipend of one hundred fifty dollars (\$150) per half credit earned. Any movement from salary tier to salary tier will be on the recommendation of the technology department head or based on the awarding of two (2) credits pursuant to this article. Any movement(s) from salary tier to salary tier, in any fiscal year, shall not exceed two tier advancements. Written notice of any Professional Growth Opportunity approval and the awarding of credits will be sent to the Human Resources Office and to the Union president by the technology department head.

Section 2

Credits are a meritorious award system based on but not limited to; tasks, certifications, special projects and additional duties. The below schedule outlines the value of a credit and how it can be earned. The amount of credits earned can be adjusted according to the discretion of the immediate supervisor and in conjunction with HR. Determination of credits can also be reevaluated based on the evolving complexity and responsibilities associated with technology projects, education, job functions etc.

- a. Half (.5) Credit for a one (1) day course that results in a certificate approved by The District or head of technology.
- b. One (1.0) Credit for a two (2) to five (5) day course that results in a certificate approved by the district or head of technology.
- c. Two (2.0) Credits for an industry recognized certification approved by the district or head of technology.
- d. Half to two (.5 - 2.0) Credit for completion of a major project, performance or taking on new duties that is the determination of the district or head of technology.

ARTICLE XXIV PENSION PLAN

If eligible, members may enroll with the pension plan offered by the City of Norwalk at no cost to the Board.

**ARTICLE XXV
DURATION**

This Agreement shall take effect upon signing and shall be in full force and effect until June 30, 2027. No other provision under this Agreement is retroactive unless it is so stated in the language of this provision.

DATE 6/14/2022

NORWALK BOARD OF
EDUCATION

BY  _____

DATE 6/16/2022

THE UNITED FEDERATION OF
TECHNICIANS, LOCAL 72
SUPPORT, AFSA, CFSA, AFL-CIO

BY  _____

APPENDIX A

COMPENSATION SCHEDULE

Compensation will be paid to members of this bargaining group as follows:

The UFT Local 72 Support					
LEVEL	2022-23	2023-24	2024-25	2025-26	2026-27
<i>Tier 1</i>	\$53,290.98	\$54,623.25	\$55,988.84	\$57,388.56	\$58,823.27
<i>Tier 2</i>	\$54,890.41	\$56,262.67	\$57,669.24	\$59,110.97	\$60,588.74
<i>Tier 3</i>	\$56,537.30	\$57,950.73	\$59,399.50	\$60,884.49	\$62,406.60
<i>Tier 4</i>	\$58,232.75	\$59,688.57	\$61,180.78	\$62,710.30	\$64,278.06
<i>Tier 5</i>	\$59,980.09	\$61,479.59	\$63,016.58	\$64,592.00	\$66,206.80
<i>Tier 6</i>	\$61,779.30	\$63,323.78	\$64,906.88	\$66,529.55	\$68,192.79
<i>Tier 7</i>	\$63,941.58	\$65,540.12	\$67,178.62	\$68,858.09	\$70,579.54
<i>Tier 8</i>	\$66,853.04	\$68,524.37	\$70,237.48	\$71,993.42	\$73,793.25
<i>Tier 9</i>	\$68,858.64	\$70,580.10	\$72,344.60	\$74,153.22	\$76,007.05
<i>Tier 10</i>	\$70,294.12	\$72,051.47	\$73,852.76	\$75,699.08	\$77,591.56
<i>Tier 11</i>	\$73,262.26	\$75,093.82	\$76,971.17	\$78,895.45	\$80,867.83
<i>Tier 12</i>	\$75,898.18	\$77,795.63	\$79,740.52	\$81,734.03	\$83,777.38
<i>Tier 13</i>	\$78,555.06	\$80,518.93	\$82,531.91	\$84,595.20	\$86,710.08
<i>Tier 14</i>	\$81,304.48	\$83,337.10	\$85,420.52	\$87,556.04	\$89,744.94
<i>Tier 15</i>	\$84,999.11	\$87,124.09	\$89,302.19	\$91,534.74	\$93,823.11
<i>Tier 16</i>	\$87,548.92	\$89,737.64	\$91,981.08	\$94,280.61	\$96,637.63
<i>Tier 17</i>	\$90,174.89	\$92,429.26	\$94,739.99	\$97,108.49	\$99,536.20
<i>Tier 18</i>	\$92,880.13	\$95,202.14	\$97,582.19	\$100,021.75	\$102,522.29
<i>Tier 19</i>	\$95,666.54	\$98,058.20	\$100,509.66	\$103,022.40	\$105,597.96
<i>Tier 20</i>	\$98,536.53	\$100,999.95	\$103,524.95	\$106,113.07	\$108,765.90
<i>Tier 21</i>	\$101,492.63	\$104,029.95	\$106,630.69	\$109,296.46	\$112,028.87
<i>Tier 22</i>	\$104,537.41	\$107,150.84	\$109,829.62	\$112,575.36	\$115,389.74
<i>Tier 23</i>	\$107,673.53	\$110,365.37	\$113,124.50	\$115,952.62	\$118,851.43
<i>Tier 24</i>	\$110,903.74	\$113,676.33	\$116,518.24	\$119,431.20	\$122,416.98
<i>Tier 25</i>	\$114,230.85	\$117,086.62	\$120,013.79	\$123,014.13	\$126,089.48
<i>Tier 26</i>	\$117,657.78	\$120,599.22	\$123,614.20	\$126,704.55	\$129,872.17
<i>Tier 27</i>	\$121,187.51	\$124,217.20	\$127,322.63	\$130,505.69	\$133,768.33
<i>Tier 28</i>	\$124,823.13	\$127,943.71	\$131,142.30	\$134,420.86	\$137,781.38

The 2022 through 2027 salaries were increased by 2.5%. Members will be placed on the above schedule consistent with current salaries. A member can be considered for advancement to a higher tier under the provisions of Article IV or by qualifying under the provisions of Article XXIII.

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