

Collective Bargaining Agreement

between the

Naugatuck Board of Education

and

**CSEA/SEIU, Local 2001
(Naugatuck ECC – Head Start)**

July 1, 2022 through June 30, 2025

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PREAMBLE

This Agreement is entered into by and between the Naugatuck Board of Education, hereinafter referred to as the "Board" and CSEA/SEIU, Local 2001 hereinafter referred to as the "Union" as the collective bargaining representative for the Early Childhood Educational employees.

ARTICLE I **RECOGNITION**

Section 1.0

The Board recognizes the Union as the sole and exclusive bargaining agent for the purposes of collective bargaining with respect to all matters of wages, hours of employment and all other working conditions for all full-time and regular part-time Early Childhood Educational Employees (defined as teachers, lead teachers, advocates, coordinators, interventionists, and door monitors in the Early Childhood Educational Program) employed by the Board excluding supervisors, as defined by the Municipal Employee Relations Act, as certified in Case No. ME-33360, Decision No. 5037 dated November 9, 2018.

ARTICLE II **MANAGEMENT RIGHTS**

Section 2.0

Except where such rights, powers and authority are specifically relinquished, abridged, or limited by the provisions of this Agreement, the Board has and will continue to retain, whether exercised or not, all of the rights, powers, and authority, whether expressed or implied, heretofore had by it and, except where such rights, powers and authority are specifically relinquished, abridged, or limited by the provisions of this Agreement, it shall have the sole and unquestioned right, responsibility, and prerogative of the management of the affairs of the school and direction of the working force.

Enumerated Rights. The exclusive functions and rights of the Board include, but are not restricted to, the right:

To establish or continue policies, practices, and procedures for the conduct of Board business and, from time to time, to change or abolish such policies, practices or procedures; to direct the operation of the employees in all aspects; to determine the methods and levels of financing and budget allocation; to determine and from time to time re-determine the number of employees to be employed; to employ, transfer, promote, demote, layoff or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interest of the Board; to discipline, suspend and/or discharge employees for just cause; to determine the procedures for promotions and transfers; to select and determine the qualifications of employees; to select and employ new personnel; to determine job descriptions and job classifications; to create, enforce and from time to time change rules and regulations concerning discipline and the performance of work; to establish contracts or subcontracts, provided that this right shall not be

used for the purpose or intention of undermining the Union or of discrimination against its members.

Unenumerated Rights. The listing of specific rights in Section 2.0 of this Article is not intended to be all inclusive, restrictive or a waiver of any rights of the Board not listed which have not been expressly and specifically surrendered herein, whether or not such rights have been exercised by the Board.

ARTICLE III **UNION DUES**

Section 3.0

The Board will provide the Union with electronic notification of all members that leave the Board's employment within seven (7) calendar days of the date of severance from employment and of the name of new hires within seven (7) calendar days of the date of hire. The Board will provide a new hire with a Union supplied informational packet and advise the new hire of the name of the local chapter Union officer. The Union will provide the Board with the aforementioned informational packet and the name of the local chapter Union officer in order for the Board to comply with the language set forth herein.

Section 3.1

The amount of dues deducted under this Article, together with a list of employees, shall be remitted to CSEA/SEIU, Local 2001 within one (1) calendar week after the payroll period in which such deduction is made together with a list of employees for whom any such deduction is made.

Section 3.2

The Union shall indemnify the Board for any liability or damages incurred by the Board in compliance with this Article.

ARTICLE IV **WORK YEAR AND WORKDAY**

Section 4.0

The work year and workday for all employees shall be established and determined by the Board based on the operational needs of the Board.

Employees shall be apprised of their work schedule for the ensuing year by the end of his/her current work year. Changes to an employees' work schedule may be made by the Board during his/her work year with ten (10) calendar days advance notice (except in the case of an emergency when an employee's schedule can be changed immediately by the Director).

Section 4.1

Employees who work less than twelve (12) months during a contract year will be provided with information regarding the days they will be expected to work. Except for any paid holidays (as set forth under Article VI, Sections 6.0 and 6.1), winter break will be considered unpaid leave for any employee not scheduled to work during such period.

Section 4.2

Overtime shall be paid at the rate of one and one-half (1½) times the regular hourly rate for all hours worked in excess of forty (40) hours in a workweek.

Section 4.3

For purposes of calculating hours worked, vacation time and holidays shall be considered hours worked; sick time and personal time shall not be considered hours worked.

Section 4.4

Full-time employees will be provided with a one-half (½) hour unpaid lunch break during a regularly scheduled workday. In the event that a workday is shortened, the lunch break may be eliminated based on the duration of the reduced workday.

Section 4.5

Part-time bargaining unit employees will be provided with a paid break, if possible, based on the operational needs of the Early Childhood Center, as determined and approved by the Director.

ARTICLE V
PROBATIONARY PERIOD AND SENIORITY

Section 5.0

New employees shall serve a probationary period of ninety (90) workdays and shall have no seniority rights during this period. Workdays shall be defined as days the employee attends work. A probationary employee shall have no seniority rights during his/her probationary period but shall be subject to all other provisions of this Agreement (except the grievance procedure shall not be available to such employees in the event of disciplinary action or dismissal). Any absences during the probationary period shall be added to the probationary period.

Section 5.1

Seniority shall be defined as an employee's continuous length of service in a bargaining unit position covered by this Agreement (including an employee's part-time service that was contiguous to the employee's twelve (12) month/thirty-five (35) hour per workweek position).

Section 5.2

An employee shall lose his/her seniority for the following reasons:

- (a) resignation;
- (b) failure to accept the position within ten (10) calendar days from the date of the notice of recall (based on the date the letter of recall was mailed to the employee);
- (c) discharge for cause; and
- (d) layoff for more than fifteen (15) months.

ARTICLE VI
HOLIDAYS

Section 6.0

The following holidays shall be observed as days off with full pay for employees in the bargaining unit who are regularly scheduled to work a minimum of ten (10) consecutive months per contract year and a minimum of twenty (20) hours per workweek, provided that school is not in session:

New Year's Eve Day	New Year's Day	Martin Luther King Day
Lincoln's Birthday	Washington's Birthday	Good Friday
Memorial Day	Labor Day	Veterans' Day
Day before Thanksgiving	Thanksgiving Day	Day after Thanksgiving
Christmas Eve Day	Christmas Day	

Employees scheduled to work twelve (12) months per contract year shall also receive Independence Day as a paid holiday, provided school is not in session.

Section 6.1

The following holidays shall be observed as days off with full pay for employees in the bargaining unit who are regularly scheduled to work ten (10) consecutive months or less per contract year and less than twenty (20) hours per workweek, provided that school is not in session:

New Year's Day	Thanksgiving Day
Lincoln's Birthday	Day after Thanksgiving
Good Friday	Christmas Day
Labor Day	

Section 6.2

In the event that school is in session on any of the above enumerated holidays, as set forth in the annual school calendar, or if school is held on any of the above enumerated holidays due to the needs of the District (subject to any prohibition under applicable state law), the Board will determine a substitute holiday (or floating holiday) that will be observed as a paid holiday for the eligible employees. The Board agrees to advise the Union in advance prior to implementing a change of a listed holiday.

If a floating holiday is declared in lieu of a holiday enumerated above, the floating holiday may be used on a day agreed to between the eligible employee and the Early Childhood Coordinator.

Section 6.3

If a holiday occurs while an employee is out on a sick day, the day shall be charged as a holiday and not charged as a sick day.

Section 6.4

In the event that a paid holiday falls during an employee's vacation period, the employee shall receive holiday pay and not be charged with a vacation day.

Section 6.5

An employee out of work due to a workplace injury shall not be eligible for holiday pay during his/her absence if the employee is receiving any form of workers' compensation benefits during the absence.

Section 6.6

In order to be eligible for holiday pay, an employee must work his/her last scheduled workday before the holiday and his/her first scheduled workday after the holiday, unless the employee is out on previously approved vacation leave (if applicable), a previously approved personal day (if the employee is not eligible for vacation time), a sick day or a long-term illness.

In the case of a sick day, the employee may qualify for the paid holiday only upon submitting a note excusing the employee from work due to illness or injury from the physician treating the employee for the illness or injury that caused the sick day no later than the beginning of the second workday following their return to work.

For purposes of this Section, long-term illness shall be defined as being out of work for five (5) or more consecutive paid sick days (a long-term illness does not include an employee out of work on workers' compensation).

ARTICLE VII
VACATIONS

Section 7.0

Employees who are regularly scheduled to work twelve (12) months and at least thirty-five (35) hours per workweek shall receive paid vacations in accordance with the following schedule:

- A. On July 1st of each contract year, an eligible employee who has completed one (1) year but less than five (5) years of service in a bargaining unit position covered by this Agreement shall be credited with ten (10) vacation days.

During an eligible employee's first year of service in a bargaining unit position covered by this Agreement, he/she shall receive a prorated number of the aforementioned ten (10) vacation days based on his/her commencement date through June 30th of such contract year.

- B. On July 1st of each contract year, an eligible employee who has completed five (5) years but less than fifteen (15) years of service in a bargaining unit position covered by this Agreement shall be credited with fifteen (15) vacation days.

- C. On July 1st of each contract year, an eligible employee who has completed fifteen (15) years of service in a bargaining unit position covered by this Agreement shall be credited with twenty (20) vacation days annually, provided, however, eligible employees who have completed twenty (20) years of service in a bargaining unit position covered by this Agreement prior to September 30, 2022 shall be credited with twenty-five (25) vacation days annually.

Section 7.1

Vacation days are not cumulative and must be used in the contract year the days were credited.

Section 7.2

During an employee's first year of employment, vacation days shall be credited on a prorated basis commencing on the employee's first date of work through June 30th (and may be used upon the employee's completion of his/her probationary period).

Section 7.3

Prorated vacation days credited to an employee during his/her last year of employment shall be granted to the employee if he/she retires from employment provided that the employee provides the Board with a minimum of fourteen (14) calendar days advance written notice of retirement.

Prorated vacation days credited to an employee during his/her last year of employment shall be granted to the estate of an employee if the employee passes away while employed by the Board.

Section 7.4

The employee's anniversary date of hire will be used to determine the amount of vacation time to be credited on each July 1st.

Section 7.5

Employees who are regularly scheduled to work twelve (12) months and at least thirty-five (35) hours per workweek who had previously worked for the Board in a part-time position covered by this Agreement shall receive six (6) months of credited service for each year of part-time service for purposes of determining his/her number of credited vacation days annually as set forth under Section 7.0 above (provided such part-time service was contiguous to the twelve (12) month/thirty-five (35) hour per workweek position).

Section 7.6

All requests for use of vacation time must be submitted in advance, through the Frontline Absent Management System (formerly AESOP), in accordance with the following:

- Requests for use of three (3) or more vacation days must be requested at least two (2) weeks prior to the first day of the requested use of vacation leave.
- Requests for use of two (2) vacation days must be requested at least one (1) week prior to the first day of the requested use of vacation leave.
- Requests for use of one (1) vacation day must be requested at least forty-eight (48) hours prior to the requested use of vacation leave.

The timeframes set forth above for requesting the use of vacation time may be waived at the discretion of the Director. A denial of a request shall not be subject to the grievance procedure set forth under Article XVIII.

Employees will be advised whether a request for use of vacation time is approved within three (3) business days of the date the request is received by the Director.

ARTICLE VIII
SICK LEAVE

Section 8.0

Full-time employees shall be credited with fifteen (15) sick days per contract year. Except as set forth below, eight (8) sick days will be credited on the employee's first day of his/her work year and the remaining seven (7) sick days will be credited on or about January 1st.

Twelve (12) month full-time employees and ten (10) month full-time employees who commence work after the start of the regular work year for twelve (12) or ten (10) full-time employees

(whichever is applicable) shall receive a prorated number of sick days in his/her first year of employment through June 30th.

Full-time employees may accumulate unused sick days to a maximum of one hundred eighty (180) sick days (based on the employee's regular workday).

Part-time employees shall be credited with five (5) sick days per contract year. Except as set forth below, three (3) sick days will be credited on the employee's first day of his/her work year and the remaining two (2) sick days will be credited on or about January 1st.

Part-time employees who commence work after the start of the regular work year for part-time employees shall receive a prorated number of sick days in his/her first year of employment through June 30th.

Unused sick leave may not accumulate from one work year to the next for part-time employees.

Each sick day shall be equal to the full-time or part-time employee's regular workday.

Employees not eligible for sick leave as set forth herein who are eligible for paid sick leave under Connecticut General Statutes Section 31-57r, shall receive sick leave in accordance with the terms of Connecticut General Statutes Section 31-57r.

Section 8.1

Sick leave may be used for:

(1) An employee's, employee's child's or employee's spouse's:

- (a) illness, injury or health condition;
- (b) the medical diagnosis of illness, injury or health condition; or
- (c) preventative medical care; or

(2) if an employee is a victim of family violence or sexual assault, for:

- (a) medical care or counseling for injury or disability;
- (b) to obtain services from a victim services organization;
- (c) to relocate due to such family violence or sexual assault; or
- (d) to participate in any formal proceedings related to or resulting from such family violence or sexual assault.

Section 8.2

At the discretion of the Superintendent of Schools or his/her designee, sick leave may be used in unusual cases for illness or physical incapacity of the employee's parent, grandparent, brother, sister or grandchild for a period of time sufficient to make other arrangements for care of the

relative. A denial of the use of sick leave for the purposes set forth herein shall not be subject arbitration under the grievance procedure set forth under Article XVIII.

Section 8.3

Documentation from the physician who treated the employee (or the employee’s relative, as set forth above) for the illness or injury that caused the absences may be required by the Early Childhood Coordinator when sick leave is used on three (3) or more consecutively scheduled workdays.

Section 8.4

Upon separation from employment (for any reason), an employee shall not receive payment for any unused, credited sick leave hours.

ARTICLE IX
PERSONAL LEAVE

Section 9.0

On July 1st annually, full-time employees will be credited with three (3) personal leave days per contract year and part-time employees will be credited with one (1) personal day per contract year. Personal days are based on the employee’s regular workday. Personal leave days will be pro-rated for full-time employees hired during a contract year.

Section 9.1

Except as set forth below, personal leave days may be granted for personal, medical, or legal business outside the control of the employee that cannot be conducted outside of the workday.

Restrictions: The following restrictions shall apply with respect to the use of personal days, unless an enumerated “exception” applies:

1. Ten (10) month employees must use personal days by May 15th annually;
2. leaves under this subsection shall not be taken on the first and last days of the school year, during the last two (2) weeks of the school year, immediately before or after a scheduled school holiday or vacation period.

Exceptions: Except as set forth under subsection (2) below, approval shall not be withheld in the following cases and, therefore, the restrictions set forth above shall not apply to:

- (1) Attendance at the birth or adoption of the employee’s child;

- (2) The attendance at either graduation exercises or academic related end of the year school events (as approved by the Director) of the employee, the employee's spouse or children, to a maximum of two (2) days, if required;
- (3) Any severe illness or injury of the employee's spouse, parent or children which requires the employee's presence; or
- (4) Mandatory court appearances, unless such appearance is at the request of the Naugatuck Board of Education in which case no personal leave days shall be charged against the employee.

Section 9.2

Personal leave days shall not be cumulative and, therefore, may not be carried over from contract year to contract year.

Section 9.3

Except in the case of emergencies, the employee must request the use of personal leave at least forty-eight (48) hours in advance. Employees shall not be entitled to paid personal leave during their probationary period as new employees.

ARTICLE X **FUNERAL LEAVE**

Section 10.0

Three (3) days of leave with pay per instance shall be granted in cases of death in the immediate family of any employee.

"Immediate family", for purposes of this section, shall be defined as the employee's child, spouse, parent, grandchild, grandparent, brother or sister.

One (1) day of funeral leave in each contract year will be granted in cases of death for someone other than an immediate family member.

ARTICLE XI **MILITARY LEAVE**

Section 11.0

Military leave shall be granted in accordance with applicable federal and state law. An employee who is required to serve active reserve or national guard duty shall be paid the difference between his/her regular weekly wages and military pay (if his/her military pay is less) for up to two (2) weeks, or longer, if required by law.

An employee may request, but is not required, to use any vacation leave or other forms of paid leave credited prior to the commencement of service. While on military leave, an employee may be required to pay the employee's cost of any Board provided benefit to the extent other employees on furlough or a leave of absence are so required.

ARTICLE XII
JURY DUTY

Section 12.0

An employee who receives notice of jury duty shall promptly notify the Board through ASOP and provide the Director of Human Resources with a copy of the notice of jury duty.

Any employee summoned for jury duty shall be paid the difference between the employee's regular wages for the day and what he/she receives for such jury duty service.

ARTICLE XIII
INJURY LEAVE

Section 13.0

(For employees regularly scheduled to work twenty (20) hours or more per week).

Injury leave, as distinguished from sick leave, shall mean paid leave given to an eligible employee due to absence from duty caused by an accident or injury that arose out of and in the course of employment for the Board in a bargaining unit position covered by this Agreement.

An employee absent from work due to an injury that arose out of and in the course of employment for the Board in a bargaining unit position covered by this Agreement shall be paid his/her regular weekly wages less any amount received from workers' compensation during the period of time he/she is receiving temporary total disability benefits (less applicable state and federal withholdings).

An employee absent from work due to an injury that arose out of and in the course of employment for the Board in a bargaining unit position covered by this Agreement shall be paid his/her regular weekly wages less any amount received from workers' compensation during the period of time he/she is receiving temporary partial disability benefits (less applicable state and federal withholdings) if the Board does not have any work available for the employee within his/her work restrictions.

For employees hired prior to June 30, 2019, the period of injury leave shall not exceed seventy-five (75) workdays for the injury (or subsequent injury resulting from the initial injury, if applicable). For employees hired on or after July 1, 2019, the period of injury leave shall not exceed forty (40) workdays for the injury (or subsequent injury resulting from the initial injury, if applicable).

ARTICLE XIV
WAGES

Section 14.0

Hourly Wage Rates*

July 1, 2022 – June 30, 2023

2.28%

Door Monitor Rate	\$14.00**
High School Diploma	\$15.73
CDA with 12 credits	\$16.85
Associates Degree	\$17.96
Bachelor's Degree	\$19.08
Master's Degree	\$20.20

July 1, 2022 – June 30, 2023

2.28%

Deborah Gessner	\$25,427.55
Lisa Phillips	\$35,949.58
Barbara Fecteau	\$37,218.14
Karri Maldonado	\$34,795.60

* Deborah Gessner, Lisa Phillips, Barbara Fecteau and Karri Maldonado will continue to be paid on a salary basis (however, they will be eligible for overtime in the event they work more than forty (40) hours in a workweek).

** With the exception of the door monitor wage rate in 2023, general wage increases for the contract year commencing on July 1, 2023 and all subsequent contract years shall be determined based on early childhood grants received by the Board for the Early Childhood Development Program. The door monitor wage rate is based on the minimum wage rate in 2022 (fourteen dollars (\$14.00) and 2023 (fifteen dollars (\$15.00) effective on June 1, 2023). Consequently, no general wage increase has been applied for 2022 or 2023. The general wage increase effective on July 1, 2024 shall also apply to the door monitor position.

Section 14.1

A. School Closings or Cancellations

In the event that school is closed on a regular school day, hourly bargaining unit employees shall not receive remuneration for the day.

B. Delayed Opening

In the event of a delayed opening, all employees are expected to report to work at the time designated by the Board. If an hourly employee reports to work at the time designated by the Board, he/she will be paid from his/her regular start time. Hourly employees who do not report to work by the designated report time shall be paid from the time he/she reports to work.

C. Early Student Dismissal Days – Unscheduled and Scheduled

On days that are either unscheduled or scheduled early student dismissal days, employees shall work the entire shortened workday with no paid or unpaid break.

D. Scheduled Early Student Dismissal Days

If an employee is not required to attend training, professional development, workshops, conferences, etc., on a scheduled early student dismissal day, the employee will either be excused from work fifteen (15) minutes after the last child goes home for the day or provided with a work assignment for the remainder of the workday. If an hourly employee is excused from work, he/she will receive remuneration until excused.

E. Unscheduled Early Student Dismissal Days

When students are dismissed early due to inclement weather or other unforeseen circumstances, bargaining unit employees may leave, at the discretion of the Director or his/her designee, either:

- (a) thirty (30) minutes after the last child goes home for the day; or
- (b) when the Director or his/her designee deems that the bargaining unit employee(s) is no longer needed, whichever is sooner, with no loss of pay.

ARTICLE XV
HEALTH INSURANCE

Section 15.0

To be eligible to receive medical and dental insurance benefits, employees must be regularly scheduled to work thirty (30) or more hours per week and contribute by automatic payroll deduction a percentage of the premium cost share as set forth herein. For health insurance, eligible employees have the option of enrolling in a plan provided by the Board. Dental insurance is available to employees with the employee contributing a percentage of the premium cost as set forth herein.

Section 15.1

Plan Design:

Effective January 1, 2023 through December 31, 2023, January 1, 2024 through December 31, 2024 and January 1, 2025 through December 31, 2025:

(HDHP) \$2,250/\$4,500 Annual Deductible

Upon satisfaction of the HDHP deductible, prescriptions are subject to a co-pay of \$5.00 generic/\$25.00 brand name/\$40.00 non-formulary brand name (unlimited maximum) (2x mail-in co-pay for 90-day supply)

100% in network after deductible
70%/30% out of network
\$5,000/\$10,000 out of network maximum

Bariatric procedures are not covered.

Infertility benefits are subject to the state mandate limits.

High-cost diagnostics and x-rays are subject to preauthorization and a \$75.00 co-pay (to a maximum of \$375.00 per plan year).

The employee shall be responsible for one hundred percent (100%) of the HDHP deductible.

Employees shall pay the following premium share contributions toward medical insurance premium costs:

- January 1, 2023 through December 31, 2023: 5.0%
- January 1, 2024 through December 31, 2024: 5.0%
- January 1, 2025 through December 31, 2025: 5.0%

Section 15.2

The employee's contribution toward the deductible shall either be, at the employee's option, via payroll deduction or contributed directly by the employee in his/her HSA bank account (if the employee decides to fund the deductible).

Section 15.3

The Board shall provide eligible employees a dental insurance plan for the employee only. Employees shall pay the following premium share contributions toward dental insurance premium costs (individual coverage only; the employee has the option to purchase dependent coverage at the employee's expense).

- January 1, 2023 through December 31, 2023: 10%
- January 1, 2024 through December 31, 2024: 10%
- January 1, 2025 through December 31, 2025: 10%

Section 15.4

There shall be an open enrollment period on an annual basis during a time period set forth by the Board in October of each contract year with an effective date of the subsequent January.

Section 15.5

Any employee eligible for individual medical coverage who elects to waive such coverage shall receive an annual waiver payment of one thousand dollars (\$1,000.00) in lieu of the insurance benefit. Any employee eligible for two-person medical coverage who elects to waive such coverage shall receive an annual payment of two thousand dollars (\$2,000.00) in lieu of the insurance coverage. Any employee eligible for family coverage who elects to waive such coverage shall receive an annual waiver payment of three thousand dollars (\$3,000.00) to waiver such insurance coverage.

All waiver payments are contingent on the employee submitting written notification that he/she has elected to waive coverage and also presenting evidence that he/she has alternate insurance coverage.

Such waiver shall be paid in equal installments over the course of the school year. The applicable waiver amount will be prorated if the waiver is approved during a contract year.

Retirees and other employees upon separation from employment shall not be eligible for the insurance waiver set forth herein.

Section 15.6

The Board shall have the right at any time to change insurance carriers provided that the coverage is substantially equal to or better than the existing plan on an overall plan benefit basis. No changes in insurance carriers will be made without prior notification to the Union.

Section 15.7

A. Employees hired prior to June 30, 2020:

Upon retirement from employment with the Board, a pension eligible employee who is under the age of 65 and not Medicare eligible, shall receive the same health and dental insurance options that are offered to active employees. Throughout retirement, the retiree shall be subject to any plan changes negotiated and implemented for active employees. The Board will pay fifty percent (50%) of the cost of the premium for individual coverage until the retiree attains the age of sixty-five (65) and becomes Medicare eligible. The retiree will pay the remaining fifty percent (50%) of the cost of the premium for

individual coverage and one hundred percent (100%) of the cost of any dependent coverage.

Upon becoming Medicare eligible, the retiree shall be transferred to a Medicare supplemental plan. The Board will pay fifty percent (50%) of the cost of the premium for individual coverage for the Medicare supplemental plan.

B. Employees hired on or after July 1, 2020:

Employees hired on or after July 1, 2020 shall not be eligible for the aforementioned health and dental benefits upon retirement.

ARTICLE XVI
PENSION

Section 16.0

Full-time employees hired by the Board for a bargaining unit position covered by this Agreement prior to January 1, 2012 are eligible to participate in the Borough of Naugatuck's (hereinafter the "Borough") defined benefit pension plan and are required to contribute four percent (4%) of their wages toward the plan.

In order to be eligible to participate in either the Borough's defined benefit plan or defined contribution plan (whichever is applicable to the specific employee), an employee is considered full-time if he/she is regularly employed by the Board for at least twenty (20) hours per work week/twelve (12) months a year or at least twenty-five (25) hours per work week/ten (10) months per year.

Full-time employees hired by the Board for a bargaining unit position covered by this Agreement on or after January 1, 2012, shall be eligible for the Borough's defined contribution plan, in accordance with the terms and conditions set forth in the plan. Full-time employees under the defined contribution plan shall be defined as set forth in the plan.

ARTICLE XVII
DISCIPLINE

Section 17.0

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

Section 17.1

Depending on the seriousness of the alleged infraction, the level of discipline shall normally be as follows:

1. Verbal warning.

2. Written warning.
3. Suspension without pay or probation.
4. Discharge.

The aforementioned levels of discipline represent a progressive imposition of discipline, however, based on the particular infraction, the Board may implement discipline without the use of progressive discipline.

Additionally, progressive discipline shall not be required for any of the offenses listed below.

Section 17.2

The following are grounds for immediate dismissal by the Board:

- A. Drinking during working hours or being under the influence of alcohol during work hours;
- B. Drug use during working hours or being under the influence of drugs during work hours that causes the employee to be impaired;
- C. Child abuse or neglect;
- D. Proven mistreatment of a child;
- E. Any conduct that constitutes gross neglect or willful misconduct;
- F. Any theft; and
- G. Any fighting or attempted bodily injury to another employee or a member of the public during work hours.

Section 17.3

A pattern of absenteeism or abuse of absences may be the basis for discipline.

ARTICLE XVIII **GRIEVANCE PROCEDURE**

Section 18.0

The purpose of the grievance procedure shall be to settle employee grievances on as low an administrative level as possible.

Section 18.1 - Definitions

A “grievance” shall be defined as an employee’s claim that there has been a violation, misinterpretation or misapplication of a specific provision of this Agreement.

“Days” shall be defined as business days.

Section 18.2 - Time Limits

- a) Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered a maximum. Except for the initial filing of a grievance, the time limits specified may be extended by written agreement of the Board and the Union.
- b) If an employee does not file a grievance in writing within ten (10) days of when s/he knew of or should have known of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived.
- c) Failure by the aggrieved employee to appeal a grievance to the next level within the specified time limits shall be deemed acceptance of the decision rendered at that level.
- d) Failure by the Board to reply within the specified time limits shall permit the aggrieved to proceed to the next step.

Section 18.3 - Steps

Level 1 - Director

- a) The aggrieved employee must submit her/his written grievance to the Director within ten (10) days of when s/he knew of the act or conditions on which the grievance is based specifying the nature of the grievance, the specific provision of the Agreement allegedly violated, and the remedy requested.
- b) The Director shall within five (5) days of receiving the written grievance meet with the aggrieved employee and her/his representative for the purpose of discussing the grievance.
- c) The Director shall render her/his decision, in writing, within five (5) days of the conclusion of the meeting, with a copy to the aggrieved employee and the Union steward.

Level 2 - Human Resources Director

- a) If the aggrieved employee is not satisfied with the disposition of her/his grievance at level 1, s/he may file her/his written grievance with the Human Resources Director within five (5) days of receiving the level 1 decision.
- b) The Human Resources Director or her/his designee shall within five (5) days of receiving the written grievance, meet with the aggrieved employee and her/his representative for the purpose of discussing the grievance.
- c) The Human Resources Director or her/his designee shall render her/his decision, in writing, within five (5) days of the meeting, with a copy to the aggrieved employee and the Union steward.

Level 3 - Board of Education

- a) If the aggrieved employee is not satisfied with the disposition of her/his grievance at level 2, s/he may file the grievance with the Board of Education within five (5) days after the level 2 decision.
- b) The Board of Education or its designated committee shall, within ten (10) days after the receipt of the written grievance, meet with the aggrieved employee and with her/his representative for the purpose of discussing the grievance.
- c) The Board or its designated committee shall render its decision in writing to the aggrieved employee with a copy to the Union steward within five (5) days of such meeting.

Level 4 - Arbitration

- a) If the aggrieved employee is not satisfied with the disposition of her/his grievance at level 3, within ten (10) days after the decision, the Union may submit the grievance to arbitration with the Connecticut State Board of Mediation and Arbitration.

ARTICLE XIX **VACANCIES**

Section 19.0

It is understood that the Board has the right to eliminate positions and not fill vacancies.

In the event that the Board decides to fill a vacancy or create a new bargaining unit position, such position shall be posted with a brief description of the job duties, the hours of work and the pay rate for a period of five (5) working days on a bulletin board made accessible to employees and on the Board's on-line employment opportunities site prior to any action being taken by the Board to fill such vacancies or new positions.

An employee wishing to be considered for posted vacancies or new positions may apply through the on-line internal application process. In making its selection of the applicant to fill the position, the Early Childhood Coordinator shall consider the following qualifications: education; training; certification; skills and experience as related to the position; job performance; ability, skills and knowledge valuable to the program.

If two (2) or more bargaining unit employees apply for the position and the Early Childhood Coordinator deems the candidates to be qualified for the position, the Board shall select the most qualified candidate. If the Board deems the internal qualified candidates to be equally qualified, the bargaining unit employee with the greater seniority shall be awarded the position.

Nothing in this Article shall be construed in any way to restrict the Board from hiring either from within or outside the school system for any vacancy or new position.

In the event that an internal candidate is selected to fill a vacancy or a new position, the employee shall serve a probationary period of ninety (90) workdays in the new position. The probationary period may be extended, at the discretion of the Board, for an additional fifteen (15) workdays. Any absences during the probationary period shall extend the ninety (90) working day probationary period (or fifteen (15) workday extended probationary period, if applicable) until the applicable number of workdays have been worked by the employee in the position.

During the ninety (90) working day probationary period (or fifteen (15) workday extended probationary period, if applicable), if a new employee is hired to cover the position vacated by the internal candidate who successfully bid on a vacant or new position, the new employee will be employed as a temporary substitute employee until the probationary period of the internal candidate is complete.

If the Superintendent of Schools, or his/her designee, determines that the internal candidate selected to fill a vacancy or a new position is unable to perform the duties and responsibilities of the new position, he/she shall be returned to his/her former position before the end of the probationary period.

ARTICLE XX **LAYOFFS**

Section 20.0

In the event that a layoff becomes necessary the employee(s) with the highest seniority will be maintained provided that such employee(s) are qualified to perform the required work. Where two (2) or more employees are equally qualified in the judgment of the Early Childhood Coordinator (in consultation with the Human Resources Director), the employee with the highest seniority will be maintained.

Section 20.1

Employees will be recalled based on seniority (commencing with the most senior laid off employee).

Employee(s) on layoff shall retain recall rights for a period of fifteen (15) months from the date of layoff. An employee who is recalled shall be so notified by certified mail, return receipt requested and contacted by telephone at the last telephone number provided to the Board prior to the date of layoff (in the event that the laid off employee does not answer, if possible, a voice mail message will be left for the employee). A laid off employee is expected to report for duty no more than ten (10) calendar days after the Board attempted to contact the laid off employee by telephone. The time limit set forth herein may be waived by agreement of the parties.

ARTICLE XXI
MISCELLANEOUS

Section 21.0

All bargaining unit employees shall be paid via direct deposit. Accordingly, all remuneration owed to employees shall be paid via direct deposit. Bargaining unit employees shall complete necessary documentation in order for the Board to implement direct deposit.

Section 21.1

Employees shall be paid on a biweekly basis.

Section 21.2

The Board will provide long term disability benefits equal to fifty percent (50%) of the employees covered earnings to a maximum of five thousand dollars (\$5,000.00) monthly after a waiting period set forth in the long-term disability plan.

In order to receive long term disability benefits, an employee must meet the specific definition set forth in the applicable long term disability plan of disability, eligibility provisions, qualifying provisions and any and all other qualifying terms and conditions of the long-term disability policy in effect at the time of his/her disability.

In no event shall any combination of paid leave of any kind, workers' compensation, or social security disability payments exceed the employee's regular wages during any period of disability. Disability payments are payable until receipt of Borough Pension or disability retirement. Additional disability insurance may be available for purchase by the employee upon request.

Section 21.3

If any Article or Section hereof is declared to be invalid or violative of any law, statute, administrative ruling or judicial decision, such declaration of invalidity shall not affect the other Articles and Section or portions thereof which shall be valid.

Section 21.4

If any illness or injury results in a disability that has prevented the employee from performing the essential functions of the position (with or without a reasonable accommodation) for a period of twelve (12) months or longer, the Board shall have the right to retire or discharge the employee.

Section 21.5

Unless specifically set forth to the contrary in an Article of this Agreement, full-time employees shall be defined as either twelve (12) month employees who are regularly scheduled to work thirty-five (35) hours per workweek or ten (10) month employees who are regularly scheduled to work thirty-five (35) hours per workweek.

Unless specifically set forth to the contrary in an Article of this Agreement, part-time employees shall be defined as either full-year part time employees (twelve (12) month employees who are regularly scheduled to work twenty-five (25) hours or less per workweek) or school year part-time employees (ten (10) month employees who are regularly scheduled to work twenty-five (25) hours or less per workweek).

Section 21.6

The Board shall provide term life insurance for full-time employees regularly scheduled to work at least: (a) twenty-five (25) hours per week and twelve (12) months per year; or (b) twenty-five (25) hours per week and ten (10) months per year in the amount of fifty-five thousand dollars (\$55,000.00).

Upon retirement from employment with the Board, those employees who are immediately eligible to collect full Borough pension benefits shall be provided with a four-thousand-dollar (\$4,000.00) life insurance policy fully paid for by the Board.

Section 21.7

Leave of Absence Without Pay

(For employees regularly scheduled to work twenty (20) hours or more per week).

At the Superintendent's discretion (or his/her designee's discretion), the Superintendent or his/her designee may grant a leave of absence without pay for up to one (1) calendar year, provided, no period of time during the leave may be used for employment elsewhere.

Requests for a leave of absence without pay shall be made in writing and shall include the length of leave requested.

The employee shall not earn seniority during a leave of absence without pay but shall retain all seniority earned prior to the leave. The employee is not entitled to pay, or Board provided benefits during the period of leave, except as required by law. (This includes continuation of health benefits at the employee's expense under the rules of the Consolidated Omnibus Budget Reconciliation Act (COBRA)).

Any sick days credited to the employee before his/her leave of absence without pay shall be retained by the employee for use after his/her return to work for the Board.

A denial of a request for a leave of absence without pay shall not be subject to arbitration under the grievance procedure set forth under Article XVIII.

Section 21.8

Employees who use their automobiles for school purposes at the written request of the Early Childhood Coordinator (or upon written approval of Early Childhood Coordinator) shall be reimbursed at the IRS rate in effect at the time of such use as well as for parking (if the employee submits a receipt for the parking). Travel reimbursement forms shall be submitted on a monthly basis. Failure to submit requests for reimbursement in a timely manner may result in a denial of the request.

Section 21.9

Any policy set forth in the Early Childhood Staff Handbook not specifically superseded herein shall continue to be applicable to bargaining unit members.

Section 21.10

Job descriptions may be changed, eliminated or created as necessary by the Board. The Board will negotiate the impact, if any, of any change in the job description to bargaining unit employees.

Section 21.11

It is the responsibility of an employee to report all work-related accidents and injuries to the Human Resources office within twenty-four (24) hours of the occurrence (excluding weekends and holidays). Forms for said reporting are maintained in the Human Resources' office.

Section 21.12

The Board may provide employees with professional development opportunities based upon the operational needs of the school district and available resources. Requests for payment of memberships in professional organizations or to attend conferences, seminars and other

professional training may be submitted to the Early Childhood Coordinator and will be subject to the approval of the Early Childhood Coordinator.

Section 21.13

It is understood and agreed that this Agreement contains the complete understanding between the parties and that it may not be amended or altered unless by mutual agreement, in writing, by the parties. All benefits, which members of the bargaining unit received from the Board in the past, which are not specifically granted in this Agreement shall cease at the time this Agreement becomes effective.

Section 21.14

Effective upon ratification by the Union and approval by the Board of this Agreement, when a floater is required by the Director or his/her designee to substitute for a para educator who is governed by the terms and conditions set forth in the collective bargaining agreement between the Naugatuck Board of Education and the Naugatuck Non-Certified Employees Union (NNECU), s/he shall receive a differential of up to two dollars (\$2.00) per hour for all work performed over two (2) consecutive hours if the floater's hourly wage rate is less than the lowest hourly wage rate of a NNECU para educator for the applicable contract year. Consequently, the differential received combined with the floater's regular hourly wage rate shall not exceed the lowest wage rate of a NNECU para educator.

ARTICLE XXII **UNION RIGHTS**

Section 22.0

An authorized Union staff representative shall have access to the facility during working hours for the purpose of investigating, discussing and processing grievances provided that:

- a) S/he shall, upon arrival, report to the Director's office.
- b) At all times, the operation of the school in a smooth manner shall take precedence over such rights to visitation; if the Director requires the services of the employee, school business shall come first.

Section 22.1

The Board shall provide space on a bulletin board that the Union may utilize for the purpose of posting appropriate notices of Union business. Said bulletin board shall not be used for material of a partisan political nature or material that is inflammatory or derogatory to the Board, its officers or employees.

ARTICLE XXIII
DURATION

Section 23.0

This Agreement is effective on July 1, 2022 and shall remain in full force and effect through June 30, 2025.

The terms and conditions of this Agreement shall continue in full force and effect each year thereafter unless either party gives written notice to the other at least one hundred twenty (120) days prior to July 1st of any year of its intention to negotiate a successor Agreement in which case this Agreement shall remain in full force and in effect during the period of negotiations.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement on this ____ day of _____, 2022.

Naugatuck Board of Education

CSEU/SEIU, Local 2001
Naugatuck ECC – Head Start

Naugatuck ECC – Head Start
Chapter President