

**WORKING AGREEMENT**

**BETWEEN**

**THE**  
**NAUGATUCK BOARD OF EDUCATION**

**AND**

**NAUGATUCK NURSES AND IT PROFESSIONALS UNION**  
**(NIPSEU)**

**JULY 1, 2023 – JUNE 30, 2026**

## TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE I	RECOGNITION ..... 1
ARTICLE II	RIGHTS OF THE BOARD OF EDUCATION ..... 1-2
ARTICLE III	UNION SECURITY ..... 2
ARTICLE IV	CLASSIFICATIONS ..... 2-3
ARTICLE V	SENIORITY ..... 3-7
ARTICLE VI	WORKWEEK, WORK YEAR, HOURS OF WORK AND OVERTIME ..... 8-9
ARTICLE VII	LEAVES OF ABSENCE ..... 9-12
ARTICLE VIII	HOLIDAYS..... 12-13
ARTICLE IX	VACATIONS ..... 13-14
ARTICLE X	GRIEVANCE PROCEDURE ..... 14-16
ARTICLE XI	UNION ACTIVITIES ..... 16
ARTICLE XII	INSURANCE ..... 16-20
ARTICLE XIII	RETIREMENT BENEFITS ..... 20-22
ARTICLE XIV	DISCIPLINARY PROCEDURE..... 22
ARTICLE XV	MISCELLANEOUS ..... 22-23
ARTICLE XVI	SAVINGS CLAUSE ..... 23
ARTICLE XVII	DURATION ..... 24
SCHEDULE A	WAGES ..... 25

## **AGREEMENT**

This Agreement is entered into by and between the Naugatuck Board of Education, hereinafter referred to as the "Board" and the Naugatuck Nurses and IT Professionals Union (NIPSEU), hereinafter referred to as the "Union."

### **ARTICLE I** **RECOGNITION**

#### **Section 1.0**

The Board recognizes the Union as the sole and exclusive bargaining representative for the purposes of collective bargaining on all matters of wages, hours of employment and all other working conditions for all regular and probationary employees employed by the Board as nurses, or IT workers who regularly work twenty (20) or more hours per week excluding all statutory supervisors and department heads.

### **ARTICLE II** **RIGHTS OF THE BOARD OF EDUCATION**

#### **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 or the Borough of Naugatuck; 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 discrimination against its members.

**Unenumerated Rights.** The listing of specific rights in Section 1 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 SECURITY**

#### **Section 3.0**

The Board agrees to deduct monthly dues or service fees (if permitted under applicable law), as certified by the Secretary of the Union, from the wages of all employees covered by this Agreement who submit or have previously submitted to the Board a written authorization of dues deduction. The Union will save the Board harmless from all claims, demands, suits or judgments arising from the implementation of this Section.

#### **Section 3.1**

The monthly dues or service fees (if permitted under applicable law) remittances to the Union will be accompanied by a list of names of employees from whose wages such deductions have been made. The Union will save the Board harmless from all claims, demands, suits or judgments arising from the implementation of this Section.

#### **Section 3.2**

Bulletin board space on at least one (1) bulletin board in each building shall be available at an accessible place for the use of the Union for the posting of official Union notices or announcements. The bulletin board shall be maintained by a designee appointed by the Union.

### **ARTICLE IV**

### **CLASSIFICATIONS**

#### **Section 4.0**

The following job classifications have been established.

A. **Ten (10) and Twelve (12) Month Nurses**

Licensed Practical Nurse (exempt)  
Registered Nurse (exempt)

**B. Information Technology**

Communication Specialist (exempt)  
Information Technology Data Support Specialist (exempt)  
IT Technology Assistant (non-exempt)  
Systems Administrator (exempt)  
Systems Engineer I (exempt)  
Systems Engineer II (exempt)

Positions classified as exempt are exempt under the Fair Labor Standards Act and are not eligible for overtime.

Positions classified as non-exempt positions are non-exempt under the Fair Labor Standards Act and are eligible for overtime in accordance with Article VI, Section 6.2 herein.

**Section 4.1 - New Positions**

This Agreement is negotiated based on the job duties as they exist on the effective date of the contract. In the event that the job duties for any position in the bargaining unit are changed, or a new position is created, the Board shall notify the Union prior to the implementation of any such change or new position, and upon request within ten (10) days of such notice, the parties shall meet to negotiate the rate of pay for such changed or new position. No change in any job description shall have the effect of disqualifying incumbent employees hired prior to the date this Agreement was signed unless required by law.

**ARTICLE V**  
**SENIORITY**

**Section 5.0 - Definition of Seniority**

- A. "Seniority" shall include "bargaining unit seniority" (continuous service with the Board in a bargaining unit position covered by this Agreement), and "classification seniority" (continuous service in a job classification).
- B. A temporary employee or an outside contractor (excluding an employee substituting for a regular employee) may fill a vacancy for no more than forty-five (45) workdays (that may be extended by the Board for an additional thirty (30) workdays) during a contract year. If the Board requires the use of a temporary employee or an outside contractor, as set forth above, for more than seventy-five (75) workdays, the Board and the Union agree to meet to discuss extending the period for a defined period of time.
- C. Seniority shall continue to accrue during an absence caused by the following approved leaves:
  - 1. Sick or injury leave of six (6) months or less.
  - 2. Maternity leave.

3. Military leave.
4. Jury duty leave.

D. Seniority shall not accrue but shall be bridged in the cases of:

1. Approved sick or injury leave exceeding six (6) months.
2. Approved leaves of absence without pay.
3. Layoffs of two (2) years or less in duration.

E. Seniority shall be terminated by:

1. Resignation. (An employee shall give at least two (2) weeks' notice before leaving the employ of the Board unless otherwise mutually agreed upon.)
2. Retirement.
3. Discharge.
4. Failure to return from a leave of absence or layoff.
5. Layoff for a consecutive period exceeding the period of recall rights (one (1) or two (2) years).
6. Other termination from employment.

#### **Section 5.1 - Seniority List**

The Board shall establish a seniority list and will provide the Union with a copy on an annual basis. Every one hundred twenty (120) calendar days, the Board will provide the Union with an Excel spreadsheet that includes: each bargaining unit employee's name, job title, worksite location, work telephone number, date of hire, work email address, and home address.

If an employee provides the Union with written authorization (and the Union provides the Board with a copy verifying the authorization), the Board will provide the Union with the employees' home telephone number, personal mobile number, and personal email address if the Board has any of this information on file.

#### **Section 5.2 - Probationary Period**

All new employees shall serve a probationary period of ninety (90) working days. Such employees 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).

All employees who have completed their probationary period shall acquire length of service records as of their date of employment. Any absences during the probationary period shall be added to the ninety (90) days probationary period.

### **Section 5.3 - Promotions, Vacancies and Transfers**

- A. In the event that the Board decides to fill a vacancy or create a new bargaining unit position, the 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 bulletin boards 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.

Employees wishing to be considered for posted vacancies or new positions may apply through the online internal application process.

In making its selection of the applicant to fill the position, the administration shall consider the following qualifications: education; training; certification; skills and experience as related to the position; job performance; ability, skills or knowledge valuable to the school system.

Between applicants within the bargaining unit, classification seniority shall be the deciding factor where qualifications are considered by the administration to be equal. Nothing in this Article shall be construed in any way to restrict the Board from hiring either from within or outside the school system. A copy of the vacancy notice will be provided to the Union Secretary.

- B. In the event that an internal candidate is selected to fill a vacancy or a new position, such employee shall serve a probationary period of thirty (30) workdays in the new position. Such 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 thirty (30) 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 thirty (30) 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, in the sole judgment of the superintendent of schools or his/her designee or the director of human resources or his/her designee, 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.

After completing the probationary period, if the position is a lateral position, the employee will remain in the new position for a period of one (1) year before requesting another transfer. In the case where a transfer would result in an increase in work hours by one (1) or more hours per work week and/or the position becomes benefit eligible,

current bargaining unit members may apply for the position regardless of the length of time he/she has been in his/her current bargaining unit position. The Board, in its discretion, may waive the one (1) year requirement.

In all cases of lateral positions, current employees shall have the right to apply for the position, regardless of the length of time they have been in their current position, prior to the hiring of an outside applicant.

If the position is a promotion, then the employee will remain in the new position for a period of one (1) year before requesting a transfer (or a promotion).

The Union President shall be notified in writing of employees selected to fill vacancies and new positions under this Section.

Promotion shall mean a position paying a higher rate of pay. The Board may, in its discretion, waive this one (1) year requirement.

- C. In the event of an emergency, employees may be directed to perform temporarily the duties of another, as long as such duties are not outside the jurisdiction of this bargaining unit.
- D. Transfers shall be made in the following manner:

**Voluntary Transfers:** The Board will post the position that the Board is seeking to fill via a transfer internally for a period of five (5) working days setting forth the assignment. In the event that the internal candidate(s) has the qualifications to perform the essential duties of the position, the Board will fill the position with a qualified internal candidate.

**Involuntary Transfers:** If no qualified internal candidate volunteers for the position, The Board may involuntarily transfer an employee with five (5) calendar days' notice provided the transfer is on the same work shift (with a possible different starting time, depending on the position), classification (as set forth under Article IV, Sections 4.0 A. and B.) and pay grade.

- E. Any opening which results from the filling of a vacancy or new position by a member of the bargaining unit shall not be considered a vacancy for purposes of this Article and shall not be subject to the posting requirements described herein.

#### **Section 5.4 - Layoff and Recall**

- A. Layoffs and reductions in employee hours of work shall take effect in inverse order of classification seniority within departments in the following order:
  - 1. Newly hired probationary employees.



2. Employees working less than thirty-seven and one-half (37.5) hours per workweek (IT employees) or thirty-five and one-half (35.5) hours per workweek (Nurses).
  3. Employees working thirty-seven and one-half (37.5) hours or more per workweek (IT employees) or thirty-five and one-half (35.5) hours or more per workweek (Nurses).
- B. The Board will give two (2) weeks' notice in advance of layoff to employees affected or two (2) weeks' pay in lieu of such notice.
- C. In the event of a recall, recall shall commence with the most senior laid-off employees in the order of their classification seniority.

Recall shall be utilized by the Board prior to any new employees being hired in the laid-off employees' classification for a period of one (1) year following the layoff.

- D. In the event of a layoff or the elimination of a position, the affected employee shall have the right to bump the employee with the least seniority in a classification within the department impacted, provided the employee can demonstrate acceptable job performance during a thirty (30) workday probationary period in the position. Such probationary period may be extended, at the discretion of the Board, for an additional fifteen (15) workdays. During such probation period (or extended probationary period, if applicable) the employee will not have access to the grievance procedure.

Any absences during the probationary period shall extend the thirty (30) 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.

- E. A laid-off employee shall respond to a notice of recall within seven (7) calendar days after receipt of notice sent to the employee by registered mail to his/her last known post office address.

The laid-off employee must return to work within fourteen (14) calendar days from the date of acceptance of employment, unless otherwise mutually agreed upon, in writing, by the Board and the recalled employee.

If such laid-off employee fails to indicate acceptance within seven (7) calendar days of receipt of the notice of recall or fails to return to work within fourteen (14) calendar days of acceptance of employment, he/she shall lose all rights with respect to reemployment.

It is understood for the purposes of this Article that "receipt" shall mean postal delivery to the employee's last known post office address.

**ARTICLE VI**  
**WORKWEEK, WORK YEAR, HOURS OF WORK AND OVERTIME**

**Section 6.0 - IT Employees**

**IT Employees Hours of Work, Workweek and Work Year**

- A. The regular workday shall normally be from 8:00 a.m. to 4:30 p.m. inclusive of a one (1) hour unpaid lunch, however, the start/end time of an IT employee's seven and one-half hour (7.5) workday may be adjusted with prior approval of the Superintendent or his/her designee.
- B. The workweek for all employees shall consist of five (5) consecutive days, Monday through Friday.
- C. The basic workweek shall be thirty-seven and one-half (37.5) hours per week for full-time employees. Additionally, on occasion, after-hours work may be required beyond an employee's regular workday.
- D. The basic work year is twelve (12) months.
- E. If possible, the Board will provide at least twenty-four (24) hours notice for any after-hours or weekend work.

**Section 6.1 - Nurses**

**Nurses Hours of Work, Workweek and Work Year**

- A. The basic workday shall be seven (7) hours and ten (10) minutes per workday inclusive of a paid lunch.
- B. The workweek for all employees shall consist of five (5) consecutive days, Monday through Friday.
- C. The basic work year is ten (10) or twelve (12) months. A ten (10) month nurse's work year shall be the teacher work year and days during the summer recess that nurses may be required to work, as determined by the administration. Days worked by ten (10) month nurses during the summer recess will be paid at the nurse's per diem rate.

The twelve (12) month nurse's work year shall be two hundred sixty (260) days.

A nurses workday commences ten (10) minutes before the start of the student school day in the building he/she is assigned to on the specific workday. During the summer recess, the workday for the twelve (12) month nurse shall commence at either 8:00 a.m. or at a different time by agreement between the superintendent of schools and the nurse.

- D. Nurses required by the Nursing Supervisor to work after-hours shall be paid at their regular hourly rate of pay.
- E. If possible, the Board will provide at least twenty-four (24) hours notice for any after-hours or weekend work.
- F. Except as set forth under Article VI, Section 6.1. C. regarding the summer schedule for the twelve (12) month nurse, any change in the existing starting and ending times to an employee's workday will be posted fifteen (15) calendar days in advance of the change (except when the change is due to either an emergency or on a temporary basis, as set forth below) in the building in which the change will occur. An emergency, for the purpose of this Article, is an unforeseen condition which arises, and which requires immediate attention. For purposes of this provision, a temporary basis shall be defined as a period of up to thirty (30) workdays (that may be extended by the Board for up to an additional fifteen (15) workdays) during a contract year.

#### **Section 6.2 - Overtime**

Time and one-half shall be paid for all work performed in excess of forty (40) hours per week by non-exempt employees.

### **ARTICLE VII** **LEAVES OF ABSENCE**

#### **Section 7.0 - Sick Leave**

##### **A. Twelve (12) Month Employees**

All employees who are regularly scheduled to work twenty (20) hours or more per week for twelve (12) months per contract year shall be credited with one hundred twenty (120) hours of sick leave per contract year. Sixty (60) hours of sick leave shall be credited at the beginning of the contract year, and the remaining sixty (60) hours will be credited on January 1<sup>st</sup>. Unused sick leave hours may accumulate to a maximum of eight hundred (800) hours.

##### **B. Ten (10) Month Employees**

All employees who are regularly scheduled to work twenty (20) hours or more per week for ten (10) months per contract year shall be credited with one hundred seven (107) hours of sick leave per contract year. Sixty (60) hours of sick leave shall be credited at the beginning of the contract year, and the remaining forty-seven (47) hours will be credited on January 1<sup>st</sup>. Unused sick leave hours may accumulate to a maximum of seven hundred twenty (720) hours.

- C. Sick leave may be used in full-day or one-half (½) day increments.

D. Sick leave may be used for:

(1) an employee's, employee's child's or 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.

(3) At the discretion of the superintendent, sick leave may be used in unusual cases for illness or physical incapacity of the employee's parent, grandparent, brother, sister, or grandchild, or any other relative who is domiciled in the employee's household for a period of time sufficient to make other arrangements for care of the relative.

E. Reasonable documentation demonstrating the use of sick leave for the appropriate purpose(s) may be required by the superintendent of schools (the "superintendent") or employee's supervisor when sick leave is used on three (3) or more consecutively scheduled workdays.

### **Section 7.1 - Personal Leave**

Personal leave shall be credited to all employees who have completed the first three (3) months of employment and are regularly scheduled to work twenty (20) hours or more per workweek.

Personal leave may be used for personal, medical, or legal business outside the control of the employee and cannot be conducted outside the workday.

Employees will be credited with three (3) days of personal leave per contract year (prorated for employees who commence work for the Board in a bargaining unit position covered by this Agreement after July 1<sup>st</sup>).

In the event that an eligible employee does not use all of his/her personal days during the previous contract year, the eligible employee may carry-over one (1) personal day to the

subsequent contract year, provided, however, that at no time may an eligible employee have more than an aggregate of four (4) personal days.

### **Section 7.2 - Bereavement Leave**

- A. Three (3) days of leave with pay per instance in each contract year shall be granted in cases of death in the immediate family of any employee, or in the immediate family of the employee's spouse. One (1) day of funeral leave per contract year may be used for someone other than an immediate family member.
- B. "Immediate family", for purposes of this section, shall be defined as the employee's parents, grandparents, spouse, brother, sister, child, grandchild, or any dependent in their household.
- C. One additional travel day (unpaid) may be requested, in writing, to the Superintendent. Such additional day may be granted at the discretion of the Superintendent.
- D. In special circumstances, an employee may request additional bereavement leave by submitting a written request to the Superintendent explaining the special circumstances and specifying the amount of additional time requested. At the discretion of the Superintendent, such additional time may be granted.

If such time is granted, it may be paid or unpaid at the discretion of the Superintendent.

- E. A denial of a request for additional time under Article VII Section 7.2. C. and D. above shall not be subject to the grievance and arbitration procedure.

### **Section 7.3 - Injury Leave**

Injury leave shall mean paid leave given to an eligible employee due to absence caused by an accidental injury arising out of and in the course of his/her employment.

When an employee is absent due to an accidental injury arising out of and in the course of his/her employment and he/she is receiving temporary total disability benefits, he/she shall be paid his regular weekly wage less applicable state and federal taxes and less any amount received from workers' compensation during the period of temporary total disability.

When an employee is absent due to an accidental injury arising out of and in the course of his/her employment and he/she has restricted duties and the Board does not have work within the employees' restrictions, he/she shall be paid his regular weekly wage less applicable state and federal taxes and less any amount received from workers' compensation during the period of temporary partial disability.

The period of such leave shall not exceed seventy-five (75) days for any employee.

#### **Section 7.4 - Military Leave**

Military leave will be granted in accordance with federal, state and local laws.

#### **Section 7.5 - Jury Duty**

Any employee summoned for jury duty shall be paid the difference between the employee's regular earnings and what he/she receives for such jury duty service, provided, however, that the employee is cooperative with the Board in efforts to have the employee relieved from such jury duty, and such request for relief is not granted by the court.

When an employee on jury duty is not required to attend court for four (4) hours or more, the employee shall return to his/her regular duties.

### **ARTICLE VIII** **HOLIDAYS**

#### **Section 8.0**

The following holidays shall be observed as days off with full pay for employees in the bargaining unit who are regularly scheduled to work at least ten (10) months each year and at least twenty (20) hours per week, provided school is not in session:

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

#### **Section 8.1**

The following holidays shall be observed as days off with full pay for employees in the bargaining unit who are regularly scheduled to work at least twelve (12) months each year and at least twenty (20) hours per week, provided school is not in session:

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

#### **Section 8.2**

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 sick or on previously approved vacation leave.

### **Section 8.3**

Employees absent on paid sick leave (Article VII, Section 7.0) on a regular holiday shall be paid the holiday pay only and shall not be charged with sick leave.

### **Section 8.4**

When a holiday occurs during an employee's regularly scheduled vacation, said holiday shall not be charged against the employee's earned vacation time.

### **Section 8.5**

With respect to the holidays set forth under Article VIII, Sections 8.0 and 8.1, 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 employee's department head.

For weekend holidays, if school is in session on the preceding Friday or following Monday, employees shall be given a day off on the next available day when school is not in session, and employees would otherwise be expected to work.

## **ARTICLE IX** **VACATIONS**

### **Section 9.0**

Employees regularly scheduled to work twelve (12) months each year and at least twenty (20) hours per week will receive vacation benefits in accordance with the following schedule:

- A. An employee who has completed ninety (90) days, but less than one (1) year of employment shall be entitled to five (5) days of paid vacation.
- B. An employee who has completed one (1) year, but less than three (3) years of employment shall be entitled to ten (10) days of paid vacation annually.
- C. An employee who has completed three (3) years, but less than five (5) years of employment shall be entitled to fifteen (15) days of paid vacation annually.
- D. An employee who has completed five (5) years, but less than fifteen (15) years of employment shall be entitled to twenty (20) days of paid vacation annually.

- E. An employee who has completed fifteen (15) or more years of employment shall be entitled to twenty-five (25) days of paid vacation annually.

### **Section 9.1**

Requests for vacation must be made by electronic means through the District's online absence management system. The employee's anniversary date of hire will be used to determine the amount of vacation time due. Vacation leave does not accumulate, and employees are required to use vacation leave during the twelve (12) month period after the vacation days are credited on their anniversary date.

### **Section 9.2**

- A. Vacations shall be scheduled so as to meet the operating requirements of the Board and the preference of the employees.
- B. The Board retains the right to limit the number of employees on vacation at any one time.
- C. Vacation shall not be accumulated from year to year.

## **ARTICLE X** **GRIEVANCE PROCEDURE**

### **Section 10.0**

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

### **Section 10.1 - Definitions**

**Grievance**: A grievance shall be defined as a claim by an employee or the Union, on behalf of either a named employee or a class action on behalf of a group of employees, as defined under Article IV, Section 4.0 A. and B., that as to the employee, named employee (or group of employees), there has been a violation of the specific terms of this Agreement.

**Days**: As used here, the term "days" shall refer to calendar days.

### **Section 10.2 - Steps**

Grievances shall be processed as follows:

- A. **Step 1**



The aggrieved employee or his/her Union representative must submit the grievance in writing to the director of human resources within fifteen (15) days from the date the employee knew or should have known of the basis for the grievance.

Within ten (10) days of receipt of the grievance, the director of human resources will meet with the employee and his/her Union representative to review and discuss the grievance.

Within ten (10) days after the conclusion of such meeting, the director of human resources will provide the employee and the employee's Union representative with his/her written disposition of the grievance.

In the event that the employee is not satisfied with the disposition of his/her grievance by the director of human resources, the employee shall have ten (10) days to submit the grievance to the superintendent (or, if designated by the superintendent as his/her designee, the assistant superintendent) at step 2 of the grievance procedure.

**B. Step 2**

Within fifteen (15) days of receipt of the grievance from the employee, the superintendent (or, if designated by the superintendent as his/her designee, the assistant superintendent) shall schedule a meeting with the employee and his/her Union representative to review and discuss the grievance.

Within ten (10) days after the conclusion of such meeting, the superintendent (or, if designated by the superintendent as his/her designee, the assistant superintendent) will provide the employee and the employee's Union representative with his/her written disposition of the grievance.

In the event that the employee is not satisfied with the disposition of his/her grievance by the superintendent (or, if designated by the superintendent as his/her designee, the assistant superintendent) the employee shall have ten (10) days to submit the grievance to the Board of Education at step 3 of the grievance procedure.

**C. Step 3**

The Board of Education, or a committee thereof, shall hear the grievance, within twenty (20) days of the date the grievance is filed with the Board of Education and shall render a decision, in writing, within fifteen (15) days of the date of the final hearing. The Union representative shall be present at the hearing.

**D. Step 4**

If the grievance is not satisfactorily settled at Step 3, the Union may submit a demand for arbitration to the State Board of Mediation and Arbitration no later than fifteen (15) days from the receipt of the Board's disposition of the grievance.

In no event will the arbitrators be empowered to or have authority to render an award that would add to, subtract from, modify, or otherwise alter any provision of this Agreement. The decision of the arbitrator shall be final and binding.

### **Section 10.3**

In the event that an employee (or his/her Union representative) fails to file the grievance at step one of the grievance procedure within fifteen (15) days from the date the employee knew or should have known of the basis for the grievance, then the grievance shall be considered to have been waived.

### **Section 10.4**

Time extensions beyond those set forth in the grievance procedure may be extended by mutual agreement of the Board and the Union, provided, such agreement is in writing.

## **ARTICLE XI** **UNION ACTIVITIES**

### **Section 11.0**

If employee representatives of the Union are required to meet with Board officials or attend hearings on grievance matters or contract negotiations during their regular working hours, such representatives shall not suffer any loss of pay for the time involved, except that it is understood that this provision shall apply to no more than the following Union representatives:

- A. No more than one (1) representative from each department for negotiation sessions to a maximum of two (2) representatives.
- B. No more than one (1) representative, not including the grievant, for resolving grievance matters prior to arbitration.
- C. No more than one (1) representative, not including the grievant, for attendance at hearings before the Connecticut Board of Mediation and Arbitration or the Connecticut Board of Labor Relations.

## **ARTICLE XII** **INSURANCE**

### **Section 12.0**

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 in an amount determined annually by the Board. For health insurance, eligible employees have the option of enrolling in a plan provided

by the Board. Plan summaries are available in the Human Resource Department. Dental insurance is available to employees with the employee contributing a percentage of the premium cost in an amount determined annually by the Board.

### **Section 12.1**

The Board shall offer each eligible employee the option of enrolling in a medical insurance plan as set forth below.

References to specific insurance plans or administrators below are intended to describe the type of insurance rather than a contractual relationship with any specific carrier. Accordingly, the Board is free to obtain the same type of insurance with other carriers or administrators or by other means subject to prior consultation with the Union.

### **Section 12.2**

#### **A. High Deductible Health Plan**

Summary of plan design:

**For the January 1, 2024 through December 31, 2026 calendar years:**

(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

\$3,250/\$6,500 in-network maximum

\$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 eligible employee shall be responsible for one hundred percent (100%) of the applicable deductible in each calendar year covered by this Agreement.

The co-pays for drugs shall not apply to prescriptions under either the Women's Health and Wellness Act or for diabetes.

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 Health Savings Account (HSA) bank account.

Enrollees in the HDHP shall have a Health Savings Account (HSA) to defray deductible expenses. A HSA is not health insurance, it is a bank account. The parties acknowledge that the Board's contribution toward funding the deductible relates to the manner in which the deductible shall be funded for active employees.

Except as set forth under Article XIII, the Board shall have no obligation to fund any portion of the plan for retirees or other individuals upon their separation from employment.

The employee will be responsible for opening the HSA account and for any bank fees associated with maintaining the HSA account.

The Board shall provide eligible employees a full-service dental insurance plan with the employee having the option to purchase dependent coverage at the employee's expense.

- B. New full-time employees of the Board shall be eligible for health insurance after ninety (90) calendar days of employment with the Board.

## **Section 12.2**

- A. Eligible employees shall pay the following premium share contributions toward medical insurance premium costs:

- January 1, 2024 to December 31, 2024:

Fifteen percent (15%)

- January 1, 2025 to December 31, 2025:

Sixteen percent (16%)

- January 1, 2026 to December 31, 2026:

Seventeen percent (17%)

In an attempt to keep employees healthy, medical claims down, and costs low, employees and their spouses will be required to participate in a wellness program offered by the Board's insurance carrier. Employees participating in the wellness program will be required to see healthcare providers of their choice and obtain the required preventive medical testing as outlined in the wellness plan at no cost to the Board.

If an employee and an employee's spouse participate in the wellness plan as required, the employee will be awarded by paying one percent (1%) less in premium cost in the ensuing contract year (the reduction in the premium share by one percent (1%) shall be

based on the then current premium share negotiated by the parties for the contract year in question, as set forth herein).

If an employee or an employee's spouse chooses not to participate in the wellness plan, the employee will be penalized by paying an additional one percent (1%) premium cost-share during the ensuing contract year and any other contract years that the employee does not participate.

- B. Each employee enrolled in a health insurance plan shall submit a written wage deduction authorization allowing the Board to deduct from wages on a periodic basis his or her share of the cost of the premiums. An employee may automatically forgo coverage if he or she does not contribute to the cost of the premiums in accordance with this section.
- C. Employees shall contribute one hundred percent (100%) of the dental insurance premium cost for dependent coverage each year of this contract.

### **Section 12.3**

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

### **Section 12.4**

Employees 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 waive 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.

### **Section 12.5**

- A. The Board shall provide eligible twelve (12) month IT employees who are regularly scheduled to work thirty (30) or more hours per week a fifteen thousand dollars (\$15,000.00) term life insurance policy.

The Board shall provide eligible twelve (12) and ten (10) month nurses who are regularly scheduled to work thirty (30) or more hours per week a fifty thousand dollars (\$50,000.00) term life insurance policy.

- B. Employees shall not contribute to the premium cost of life insurance coverage.

### **Section 12.6**

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 be an active full-time employee working a minimum of twenty-five (25) hours per week and meet the specific 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 12.7**

The above noted insurance shall be provided subject to and in accordance with the terms of the insurance carrier. Master group policies in the business office provide the detailed specifics of each plan. The above descriptions of insurance are only a general description of the plans.

## **ARTICLE XIII** **RETIREMENT BENEFITS**

### **Section 13.0**

Upon retirement from employment with the Board, those employees hired prior to June 30, 2013 who are immediately eligible to collect full town pension benefits under the terms of the Borough's Ordinance 83 Defined Pension Plan Agreement, shall be provided the opportunity to enroll in a retiree medical insurance plan with a prescription drug rider and dental plan as set forth below.

Upon retirement from employment with the Board, those employees hired on or after July 1, 2013 who have participated in the Borough of Naugatuck's Defined Contribution Plan for a minimum of ten (10) consecutive years of service immediately prior to his/her retirement date and attained:

- the age of fifty-five (55) with thirty (30) years of service; or
- the age of sixty (60) with fifteen (15) years of service

at the time of retirement shall be provided with an opportunity to enroll in a retiree medical insurance plan with a prescription drug rider and dental plan as set forth below.

Employees hired on or after January 1, 2024 shall not be eligible to enroll in a retiree medical insurance plan with a prescription drug rider and dental rider as provided for below.

Throughout their retirement, all healthcare benefit eligible retired employees will be subject to any benefit plan changes negotiated and implemented for active employees.

Healthcare benefit eligible retirees who are under the age of sixty-five (65) and not eligible for Medicare may choose among the health insurance options offered to active employees (if an option exists).

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 eligible for Medicare. The retiree shall pay the remaining fifty percent (50%) of the cost of the premium for individual coverage and the full cost of any dependent coverage. Upon age 65, the retiree will receive a Medicare supplemental plan with the Board paying fifty percent (50%) of single coverage.

### **Section 13.1**

Employees hired prior to January 1, 2012 are eligible to participate in and be covered by the terms of the Borough of Naugatuck Ordinance #83 Defined Pension Plan.

All employees hired on or after January 1, 2012 shall be offered the Naugatuck Defined Contribution Plan B and shall not be eligible for the Board's/Borough's defined benefit pension plan.

### **Section 13.2**

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) term life insurance policy fully paid for by the Board.

### **Section 13.3**

The Board will provide bargaining unit employees who retire (or the estate of a bargaining unit employee who passes away) with compensation for seventy-five percent (75%) of the employee's accumulated sick days at forty-five dollars (\$45.00) per day.

In the case of retirement, compensation shall be paid to the employee. In the case of death, compensation shall be paid to the employee's designated beneficiary, or in the absence of such designated beneficiary, to the employee's estate. No other compensation for any unused, accrued fringe benefits will be provided upon an employee's termination from employment.

An employee who retires in good standing with the Board shall receive pro-rated vacation pay for his/her last year of employment (commencing on his/her anniversary date) provided that fourteen (14) days notice has been provided by the employee in writing to the Board.

## **ARTICLE XIV** **DISCIPLINARY PROCEDURE**

### **Section 14.0**

A written warning, suspension, or discharge shall not be imposed without just cause.

### **Section 14.1**

Disciplinary action shall be as follows:

- A. Verbal warning
- B. Written warning
- C. Suspension
- D. Discharge

The Board may take disciplinary action without the need for progressive discipline when an offense is of such a nature that warrants it.

## **ARTICLE XV** **MISCELLANEOUS**

### **Section 15.0**

Nurses will be provided with malpractice insurance with the Board paying the full premium for the insurance.

### **Section 15.1**

The Board may provide employees with professional development opportunities conditioned 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 your immediate supervisor and will be subject to the approval of the superintendent.

### **Section 15.2**

All bargaining unit employees shall be paid on a biweekly basis. 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 the necessary documentation in order for the Board to implement direct deposit.

### **Section 15.3**

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 15.4**

Employees who use their automobiles for school purposes shall be reimbursed at the IRS rate in effect at the time of such use. 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 15.5**

The Board shall make available to the Union upon request, and without charge, a suitable meeting place in a school building for Union meetings. Provided, it does not create additional expenses for the Board.

### **Section 15.6**

Nurses shall not leave the building to which they are assigned during work hours without prior notification and approval from the building principal and his/her immediate supervisor. IT workers may travel among buildings as required by their assignment.

## **ARTICLE XVI** **SAVINGS CLAUSE**

### **Section 16.0**

If any section, sentence, clause or phrase of the Agreement shall be held for any reason to be inoperative, void or invalid, the validity of the remaining portion of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement that no portion thereof, or provisions herein, shall become inoperative or fail by reason of the invalidity of any other portion or provision.

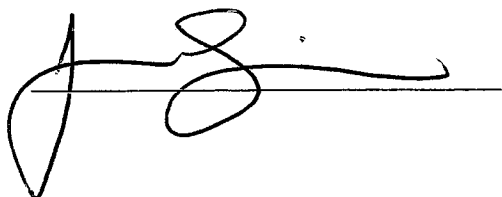
**ARTICLE XVII**  
**DURATION**

**Section 17.0**

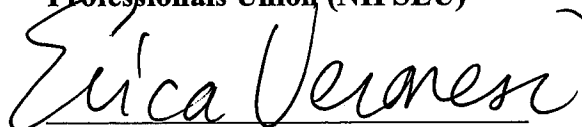
This Agreement shall be effective when signed and shall remain in full force and effect through the thirtieth (30<sup>th</sup>) day of June, 2026.

**IN WITNESS WHEREOF**, the parties hereto case this instrument to be executed and signed by their mutually authorized officers or representatives on this 11<sup>th</sup> day of JANUARY, 2024.

**For the Naugatuck Board of Education**



**For the Naugatuck Nurses and IT Professionals Union (NIPSEU)**



## APPENDIX A – WAGES

### Section 1

<u>Effective Date</u>	<u>July 1, 2023</u> (retroactive) 2.5%	<u>July 1, 2024</u> 2.75%	<u>July 1, 2025</u> 2.75%
-----------------------	--	------------------------------	------------------------------

#### Nurses

Licensed Practical Nurse	\$39,000.00	\$40,072.50	\$41,174.49
Registered Nurse*	\$51,762.50	\$53,185.97	\$54,648.58
Registered Nurse (ECC – 12 month)	\$67,650.00	\$69,510.38	\$71,421.91

*Kelly Merly (RN) shall receive:	\$54,483.01	\$55,981.30	\$57,520.78
----------------------------------	-------------	-------------	-------------

#### Information Technology

Info Tech Data Support Specialist	\$89,471.26	\$91,931.72	\$94,459.84
Systems Engineer II	\$79,721.43	\$81,913.76	\$84,166.39
Systems Engineer I	\$66,961.72	\$68,803.17	\$70,695.26
Systems Administrator	\$64,882.85	\$66,667.02	\$68,500.36
Communication Specialist	\$54,765.88	\$56,271.95	\$57,819.42

#### Hourly

##### Information Technology Employees

IT Technology Assistant	\$17.00	\$17.47	\$17.95
-------------------------	---------	---------	---------

### Section 2

Nurses hired prior to July 1, 2012 as an employee of the Board shall receive an additional one thousand dollars (\$1,000.00) on or about June 30<sup>th</sup> in each contract year.

All other nurses and IT employees who have twenty (20) years or more years of seniority will receive a longevity payment of two hundred fifty dollars (\$250.00) on or about June 30<sup>th</sup> in each contract year.