

CONTRACT

BETWEEN

**LOCAL 1303-239
DERBY BOARD OF EDUCATION
CUSTODIAL/MAINTENANCE**

AND

DERBY BOARD OF EDUCATION



JULY 1, 2019 TO JUNE 30, 2024



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INTRODUCTION

THIS AGREEMENT is made and entered into by and between the DERBY BOARD OF EDUCATION (hereinafter referred to as the "BOARD") and LOCAL 1303-239 of AFSCME Council 4, AFL-CIO (hereinafter referred to as the "UNION"), jointly referred to as the "PARTIES".

ARTICLE I RECOGNITION

- 1.0 The Board hereby recognizes the Union as the sole and exclusive representative for all school custodians and maintenance employees, excluding seasonal employees and part-time employees employed by the Derby Board of Education for bargaining with respect to rates of pay, hours of work and conditions of work.
- 1.1 No individual employee(s) in the bargaining unit or representative, agent or employee of the Board may enter into any separate agreement or understanding which will be inconsistent with the terms of this Agreement. Any such separate inconsistent agreement will not be binding upon the parties hereto unless expressly adopted in writing and mutually agreed upon between the Board and the Union.

ARTICLE II MANAGEMENT RIGHTS

- 2.0 It is recognized that the Board has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the Derby Public Schools in all aspects, including but not limited to the following: to determine the type of work to be performed by bargaining unit members; to assign all work to unit members; to decide the methods, procedures and means of conducting the work; to select, hire and demote unit members; to promote, transfer and lay off unit members; to decide the need for facilities; to establish or continue policies, practices, and procedures for the conduct of business and the management of operations, and from time to time to change or abolish such policies, practices or procedures, unless expressly limited by a specific section of this Agreement.

ARTICLE III UNION MEMBERSHIP

- 3.0 Employees covered by this Agreement may join the Union and become members or pay a voluntary service fee to the Union, but are not required to do so. The Board or its agent agrees to deduct monthly dues or voluntary service fees from employees who expressly authorize in writing such deductions, on an appropriate form filed with the Board, and submit the same to Council #4 with the list of names of employees whose wage deductions have been made monthly. Such deductions shall continue for the duration of the Agreement or any extension thereof unless an employee revokes such authorization,

in which case the Board shall not be obligated to continue to make such deductions.

- 3.1 The Union agrees to indemnify and to save the Board and its members, agents and employees harmless from any and all claims, demands, suits or other forms of liability, including costs and reasonable attorney's fees that shall, or may, arise out of, or by reason of, action taken by the Board for the purpose of complying with the provisions of this Article.

ARTICLE IV SENIORITY

- 4.0 Seniority is defined as an employee's most recent period of continuous service with the Board in the custodial/maintenance bargaining unit.
- 4.1 The Board will furnish the Union with a seniority list as of July 1st of each year and no later than August 10th of each fiscal year. Said seniority list shall include the wage group rate of pay of each bargaining unit employee.
- 4.2 All new employees shall be subject to a probationary period of ninety (90) workdays. No employee shall attain seniority until he/she has completed his/her probationary period. Workdays shall be defined as days that the employee actually worked a full work shift. During said probationary period an employee may be terminated by the Board, and neither the employee nor the Union, on his/her behalf, shall have recourse to the grievance or arbitration provisions of this Agreement. Upon successful completion of the probationary period, seniority shall date back to the employee's first day of actual employment with the Board as a bargaining unit member. During the probationary period, the employee shall receive all other rights and benefits of the contract. The probationary period may, at the discretion of the Superintendent, be extended on an individual basis for a definite period of time not to exceed an additional thirty (30) workdays. If the Superintendent or his/her designee does not notify the employee and the Union at the end of the initial ninety (90) workday period of the extension of the ninety (90) workday period, the probationary period shall end at such time.
- 4.3 When a position vacancy exists or a new position is created, other than a minimum rate or starting position, notice will be posted for a period of five (5) working days. The position will then be awarded to the most qualified employee with the highest seniority applying for such position. Such employee shall be subject to a forty-five (45) workday probationary period within his/her classification. Persons applying for maintenance positions will have to exhibit skills satisfactory to the Board or its designee.
- 4.4 When it is necessary to decrease the workforce, any employee so displaced shall have the opportunity, on the basis of qualification and seniority, to fill any job vacancy available in his/her job classification or wage group. In the event that no such job vacancy exists, the employee so displaced shall have the opportunity to displace the least senior employee in his/her, or any lower wage group if he/she is qualified, and senior to the employee so displaced. Probationary, temporary, floater, and part-time employees will be laid off prior to laying off any full-time employees.

- 4.5 Employees who are laid off shall be placed on a recall list for a period of one (1) year. Laid off employees shall be recalled in the inverse order of their layoff provided the laid off employee is qualified and able to do the work required in the position for which the laid off employee is recalled. No new employees shall be hired by the Board until all laid off employees on the recall list have been offered the opportunity of a recall if qualified and able to do the work required for the vacant position. Transfers and promotions shall be considered prior to recalling any laid off employee. Notice of recall shall be by certified letter to the laid off employee's last known address. The laid off employee must report to the Board within three (3) workdays of the receipt of the letter, that he/she will report to work as required by the letter. Failure to respond within the three () workday period or rejection of the offer shall be cause for removal from the recall list and loss of all seniority rights.
- 4.6 During the 2019-2020 and 2020-2021 contract years, no bargaining unit members will be laid off by he Board, and it is agreed that each bargaining unit member may be required to take one (1) furlough day on a day the District is closed for budgetary reasons when it would normally otherwise be open, as scheduled by the Superintendent in his/her discretion, if so scheduled. A furlough is the placement of an employee in a temporary non-duty, non-pay status for budgetary reasons. An employee scheduled to be on a furlough may be called in for overtime work or to work in an emergency situation.

ARTICLE V HOURS OF WORK

- 5.0 The normal hours of employment for all employees in the bargaining unit shall be eight (8) hours per day and forty (40) hours per week, Monday through Friday.
- 5.1 Any hours an employee is required to work over forty (40) hours per work week shall be compensated at time and one-half (1-1/2) of the base rate plus night differential and/or lead man differential where applicable. An employee required to work on a Sunday shall be paid two (2) times the regular hourly pay for that day. An employee required to work on any paid holiday shall be paid at the rate of two (2) times the regular hourly rate of pay for all hours worked plus the holiday pay.

For purposes of such forty (40) hour workweek, holiday pay, vacation leave, personal leave, and sick leave shall be included as hours worked provided the terms set forth under Article V, Section 5.5, are satisfied.

- 5.2 All overtime work shall be distributed equally among all eligible regular employees as far as practicable within classification within each individual school. Employees shall be paid from the time they report to work to the time they leave work on overtime work. Saturday's rate shall be one and one-half (1-1/2) times the regular rate of pay. In the event overtime becomes available, it shall first be offered to employees assigned to the school where the overtime opportunity is. If the employees assigned to the school where there is the overtime opportunity reject the work then it shall be offered to the other employees. An employee shall be charged red hours for all overtime hours refused and black hours for all hours worked. The total of these hours shall be the employee's standing on overtime. In the event that the Board is unable to fill an overtime assignment(s) on a

voluntary basis, the Board has the right to require the performance of overtime work by ordering in the employee(s) with the lowest standing on overtime. Overtime standing shall be equalized on a monthly basis. An employee who is ordered in according to the above procedures is expected to report to work, and failure to report for such work shall subject the employee to progressive discipline, unless the employee is excused by the Facilities Manager or his/her designee.

- 5.3 Employees assigned to work or called to work in an emergency situation will receive a minimum of three (3) hours' pay, only if called in by the Superintendent or his/her agent as designated in writing.
- 5.4 There shall be no duplication or pyramiding of overtime.
- 5.5 Employees must work the last scheduled workday before a scheduled overtime assignment to be eligible for the overtime assignment unless an employee's absence from work on such last scheduled workday is approved or excused by an employee's supervisor.

5.6 Shifts

The regular work shifts for regular full-time bargaining unit employees are as follows:

SCHOOL	FIRST SHIFT	SECOND SHIFT
Derby High School	5:30 a.m. to 2:00 p.m.	2:00 p.m. to 10:30 p.m.
Derby Middle School	5:30 a.m. to 2:00 p.m.	2:00 p.m. to 10:30 p.m.
Bradley School	5:30 a.m. to 2:00 p.m.	2:00 p.m. to 10:30 p.m.
Irving School	6:00 a.m. to 2:30 p.m.	2:30 p.m. to 11:00 p.m.

The administration may change the starting or ending times of each of the above noted shifts by one-half (1/2) hour upon two (2) weeks notice to the affected parties, except in cases of emergency, at which time notice will be given as soon as practicable. Additionally, the starting or ending times of each of the above noted shifts may be changed by agreement of the Board and the Union.

A regular day shift starting at 6:30 a.m. and ending at 3:00 p.m. shall be scheduled for all bargaining unit members during the school summer vacation. When more than one employee is assigned to a school, location, or other assignment, as long as at least one of the employees having such same assignment works the scheduled regular day shift described herein during the school summer vacation such that the assignment is staffed until 3:00 p.m. each day, other employees will have the option of working a shift starting at 5:30 a.m. to 2:00 p.m. during the school summer vacation, and may opt to work during their lunch periods such that such shift starts at 5:30 a.m. and ends at 1:30 p.m. The employee assigned to stay until 3:00 p.m. in a given assignment shall initially

be determined on a voluntary basis. If there is no volunteer, the least senior employee in the assignment shall be the one assigned to stay until 3:00 p.m.

- 5.7 The Board may utilize a “floater custodian” position. The floater custodian will perform the same duties and responsibilities as non-floater custodians. Additionally, the floater custodian is responsible for the pick up and delivery of mail between Derby Public School locations (including central office) as well as pick up and delivery of mail between Derby City Hall and Derby Public School locations (including central office). The floater custodian is also responsible for delivery of Board packets.

The floater custodians’ regular workweek will be eight (8) hours per day, forty (40) hours per week (Monday through Friday).

The floater custodians’ regular schedule and location will vary to accommodate the needs of the Derby Public Schools. If no other assignment requires the floater custodian, the floater custodian will work at Derby High School from 10:00 a.m. to 6:30 p.m. The floater custodian will be notified as soon as practicable of any changes to his/her assignments.

The floater custodian may work overtime if it is declined by a regular full-time custodian.

ARTICLE VI HOLIDAYS

- 6.0 Twelve (12) month custodians/maintenance will be granted thirteen (13) paid holidays per year:

New Year's Day
Martin Luther King Day
President's Day
Good Friday
Memorial Day
Independence Day

Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day
Day before Christmas (or Day after if school is in session the day before Christmas*)

*If Christmas Day falls on a Saturday or Sunday and school is closed on the Friday preceding Christmas Day, eligible employees shall receive the Friday prior to Christmas Day off as Christmas Day and the Monday after Christmas Day off as the “Day before Christmas” holiday.

If Christmas Day falls on a Monday and school is closed on the Friday preceding Christmas Day, eligible employees shall receive Monday off as Christmas Day and, at the employee’s option (subject to the approval of the Superintendent or his/her designee), either the Friday preceding Christmas Day or the Tuesday after Christmas Day as the “Day before Christmas” holiday. Additionally, the employee must provide two (2) weeks notice to the Facilities Manager advising the Facilities Manager of the day (Friday or Tuesday) the employee is seeking to take off as the “Day before Christmas” holiday.

In no case shall the "Day before Christmas" holiday be observed on a day when school is in session.

- 6.1 If a holiday falls during a vacation period the employee shall be entitled to an additional day off on a day that is approved by the Superintendent or his/her agent.
- 6.2 In order to qualify for holiday pay, an employee must work the last full day scheduled before the holiday and the first full day scheduled following such holiday, unless on a long term authorized leave. The Superintendent may waive this requirement upon a showing of a bona fide need for absence on such days.
- 6.3 There shall be no compensatory days off.

ARTICLE VII VACATIONS

- 7.0 All twelve-month custodian/maintenance employees shall be granted the following paid vacation time:

Completion of 1 year	5 days
Completion of 2 - 5 years	10 days
Completion of 6 years	11 days
Completion of 7 years	13 days
Completion of 8 years	14 days
Completion of 9 years	15 days
Completion of 10 years	17 days
Completion of 11 years	18 days
Completion of 12 years	19 days
Completion of 13 years & over	20 days

All vacation time must approved by the employee's supervisor.

- 7.1 Vacation entitlements noted above shall vest on the July 1st after the completion of the above noted years of experience, except for employees in their first year of employment as bargaining unit members. Such employees shall be eligible for five (5) vacation days after their one (1) year anniversary with the Board as a bargaining unit member. In each subsequent year, vacation entitlement shall vest on July 1st after the completion of the above noted years of experience.
- 7.2 No more than ten (10) consecutive days vacation time may be taken without at least a month's pre-arrangement with the approval of immediate supervisor. Mutually agreeable arrangements are allowable.
- 7.3 When a twelve month employee resigns, is granted a leave of absence, retires, or upon death, his/her annual vacation shall be prorated through his/her last date of actual employment with the Board, based on the term of this Agreement, and paid to the individual or his/her estate. Additionally, any wages earned through his/her last date of

actual employment with the Board shall be paid to such employee or his/her estate. Vacation time is not cumulative from year to year, and except as set forth above, no employee shall receive payment for unused vacation time upon severance of employment by the Board.

- 7.4 Custodian/maintenance personnel must take their vacation days during the months of July, August or during a school recess. No more than ten (10) consecutive days may be taken at one time, unless authorized by the Superintendent or his/her designee.
- 7.5 In no event shall more than one (1) custodian be absent from a building for vacation purposes unless approved by the Superintendent
- 7.6 In cases of conflict between vacation schedules, vacation shall be granted to the most senior employee who has applied for the vacation no less than three (3) months nor more than four (4) months prior to the date of the vacation.
- 7.7 Notwithstanding the above, a custodian may request to take a vacation at any time and the Superintendent may approve such request.

ARTICLE VIII SICK LEAVE

- 8.0 Each employee with seniority will be entitled to earn sick leave at the rate of one and one quarter (1-1/4) days per month of active employment, cumulative to one hundred sixty (160) days total. Sick leave is to be used only in cases where an illness or disability of the employee prevents that employee from reporting to work. On the death, retirement as defined by the City of Derby's Retirement Plan, or resignation after twenty (20) years of service within a job classification set forth in this Agreement, the member is entitled to one-third (1/3) of the total unused sick leave, to a maximum of fifty (50) days, to be paid to the individual's estate or as a direct payment to the individual. However, no such sick leave payment shall be made unless the employee has an accrual of at least twenty-one (21) days available upon separation from service.
- 8.1 Failure to provide notification to the building principal or his/her designee shall mean the forfeiture of pay for the claimed period.
- 8.2 For absence for which sick leave is claimed, the Superintendent of Schools may require evidence at any time in the form of a physician's certificate. Such certification shall state the nature of the illness or injury and the expected duration. It is understood and agreed that at any time, the Board has the right to require such employee to submit to a physical examination by a doctor of the Board's choosing.

ARTICLE IX PERSONAL LEAVE

- 9.0 Twelve month custodian/maintenance employees shall be entitled to five (5) working days per fiscal year for the following reasons.

- a. Attendance in court, or legal demands, beyond the employee's control;
 - b. For employee's own wedding, including the day before the wedding, non transferable;
 - c. For the marriage of children, parents, siblings, and siblings of spouse.
 - d. For attendance at the college graduation of self, son, daughter, or spouse when such falls on a workday.
 - e. For religious holidays - this is limited to personal participation.
 - f. Other - two (2) days for matters that cannot be conducted at any other time.
 - g. No reason - twelve month custodians/maintenance employees shall be entitled to one (1) personal day without reason, not to be used before or after holiday or vacation regardless of reasons or circumstances.
- 9.1 In the event of a death in the immediate family, the employee shall be paid for time lost from scheduled work not to exceed three (3) days with full pay, per occurrence, per contract year. These days shall not be charged to personal leave. Immediate family includes husband, wife, mother, father, mother-in-law, father-in-law, son, daughter, brother or sister.
- 9.2 One (1) day's time off with pay may be granted to attend other family funerals or the funeral of someone other than a family member at the discretion of the Superintendent of Schools. All such bereavement leave shall be charged to personal leave. A denial of time off to attend a funeral under the provisions of Article IX, Section 9.2 shall not be subject to the grievance procedure set forth under Article X.
- 9.3 A deduction equal to one (1) day's pay shall be charged for each day of unauthorized absence or unpaid leave. However, nothing herein shall limit the authority of the Board to take disciplinary action for unauthorized absences.
- 9.4 Jury Duty. An employee required to report for jury duty shall receive his/her regular salary from the Board of Education for the period he/she serves as a juror for the time required by law. Upon completion of jury duty, the employee shall turn into the Board of Education all monies (excluding travel allowance) received from the court for the period of time he/she served as a juror as soon as it is received by the employee.

ARTICLE X GRIEVANCE PROCEDURE

- 10.0 "Grievance" shall mean a claim that there has been a violation, misinterpretation, or misapplication of a specific provision of this Agreement.

"Working Days" shall mean Monday through Friday (except legal holidays).

Grievances shall be settled in the following manner.

STEP I. The employee and/or his/her immediate Union representative shall present to the Principal all facts available pertaining to the grievance, in writing within ten (10) working days after the event giving rise to the grievance or within ten (10) working days after the employee should have known of the grievance. The Principal shall address the

problem, notify the employee and/or his/her representative of his/her decision within ten (10) working days after receipt of the grievance.

STEP II. If unsatisfactory, the grievance may be submitted within ten (10) working days thereafter to the Superintendent of Schools. Within fifteen (15) working days after receipt of the grievance, the Superintendent of Schools will meet with the employee, the Union representative and a Council #4 staff representative to discuss the grievance. The Superintendent shall answer the grievance in writing within ten (10) working days after the day of the above meeting.

STEP III. If unsatisfactory, the grievance may be submitted to the Board of Education within fifteen (15) working days from the Superintendent's answer. The Board of Education or its personnel committee shall meet with the employee(s) and the Union representative at its next regularly scheduled meeting. The Board shall provide a written answer to the grievant within fourteen (14) working days after its meeting.

STEP IV. If a grievance is not settled by the above steps, the Union may submit the grievance to the Connecticut State Board of Mediation and Arbitration for arbitration. The request for arbitration shall be in writing and must be filed with the Connecticut State Board of Mediation and Arbitration no later than fifteen (15) working days after receipt of the decision of the Board.

- 10.1 The arbitrator shall be empowered only to hear and determine the issues by interpreting the provisions of this Agreement and he/she shall not have the power to add to, subtract from, alter, modify or amend any provision of this Agreement.
- 10.2 The decision of the arbitrator shall be final and binding on the parties.
- 10.3 President or steward, as designated by the Union, shall be afforded the necessary time off with permission of the school principal, without loss of pay for the purpose of adjusting grievances and if negotiations go to mediation.
- 10.4 Any time limits specified within this Article, except for the initial filing of a grievance, may be extended by mutual consent. If a grievance is not submitted to a higher step in the above procedure, it shall be deemed settled on the basis of the Board's answer in the last step considered. If the administration or the Board exceed the time limits for a grievance response, the grievant may treat such response (or failure to respond) as a denial of the grievance on the due date of such response, and may proceed to the next level of the grievance procedure within the appropriate time limit.

ARTICLE XI NO STRIKE / NO LOCKOUT

- 11.0 During the life of this Agreement, there shall be no strike, slowdown or stoppage or curtailment of work by employees or employee, nor shall there be any lockout of employees by the Board.

**ARTICLE XII
INSURANCE**

12.0 Commencing on **July 1, 2014** through **June 30, 2019**, bargaining unit members shall be entitled to the following insurance benefits:

HMO Point of Enrollment (POE) Plan: \$30 office visit co-payment; \$350 hospital co-payment; \$350 out-patient hospital; \$100 emergency room/\$50 urgent care.

Rx 3 tier managed \$10 generic/ \$25 brand name/ \$40 non-formulary brand name, \$5,000 maximum.

Note: Prior authorization on high cost radiology; gastric bypass excluded; state fertility mandated benefits; prescription co-pay applies to all prescriptions; No coverage for Bariatric Surgery.

2. Term life insurance -\$12,000.
3. Vision Care Rider - Individual only.
4. Dental Rider (Family).

12.1 Employee Premium Contributions

The Board will contribute its share of health insurance premium or allocation of costs, as applicable:

Eligible bargaining unit employees shall be responsible for payment of their portion of their applicable health, vision and dental insurance premiums attributable to individual, two-person and dependent coverage, in accordance with the following:

	Single	Two person	Family
July 1, 2019 – June 30, 2020	17.5%	22.2%	21.0%
July 1, 2020 – June 30, 2021	18.0%	22.7%	21.5%
July 1, 2021 – June 30, 2022	18.5%	23.2%	22.0%
July 1, 2022 – June 30, 2023	19.0%	23.7%	22.5%
July 1, 2023 – June 30, 2024	19.0%	23.7%	22.5%

12.2 All employees who are required to contribute a portion of their insurance premiums shall, as a condition of enrollment in the foregoing program of insurance, sign and deliver appropriate payroll withholding authorization forms to the Board, authorizing the withholding of the employee's share of insurance premiums from wages, salary and/or stipends. Failure to deliver timely withholding authorization forms shall result in exclusion from the insurance program. Upon receipt of a properly executed payroll withholding authorization form, the Board shall request reinstatement of insurance as soon as practicable, subject to any re-enrollment requirements of the insurance carrier. The Board shall implement a Section 125 Plan to allow employee contributions on a pre-tax basis.

- 12.3 Bargaining unit members who retire at a time when they are eligible for current retirement benefits under the City of Derby Pension Plan shall be entitled to continued health and dental insurance in accordance with the Pension Agreement, attached for informational purposes, as it may be amended from time to time.
- 12.4 The Board shall have the right to change current carriers or self-insure for all of or for some of the aforementioned insurance provided that such service, administration and benefits remain substantially equivalent to or are better than the benefits set forth herein on an overall plan benefit basis. In the event that the Board changes to a self-insured plan, the Board agrees that all current Connecticut state mandated benefits shall be offered as part of such plan. Prior to any changes in carriers, the Board shall consult with the Union. If the Union agrees that the change will provide substantially equivalent or better service, administration and benefits, such change will be implemented. If the Union does not agree, it shall submit the question of "substantially equivalent or better service, administration and benefits" to arbitration under the auspices of the American Arbitration Association (AAA) by filing its arbitration claim no later than thirty (30) calendar days following such consultation between the Board and the Union. All arbitration costs, in such case, will be borne equally by the Board and the Union.

ARTICLE XIII PENSIONS

- 13.0 It is agreed that all employees that were members of the bargaining unit and employed for at least six months prior to July 1, 2017 shall be participants in the City of Derby Pension Plan, and such participation shall be a condition of his/her continued employment.
- 13.1 Bargaining unit members new to the bargaining unit as of July 1, 2017 or hired by the Board on or after July 1, 2017 shall not be eligible to participate in the City of Derby Pension Plan. Bargaining unit members either new to the bargaining unit as of July 1, 2017 or hired by the Board on or after July 1, 2017 shall be eligible to participate in a 403(b) plan coordinated by the City of Derby. The Board shall contribute two percent (2%) of the member's total W-2 wages annually, such annual contribution to be made in the form of monthly contributions on a pro-rata basis. A member may, on a voluntary basis, contribute up to the maximum amount allowed by applicable law (with no additional contribution by the Board beyond the two percent (2%) maximum annual contribution).

ARTICLE XIV DISCIPLINARY PROCEDURES

- 14.0 a. No employee shall be discharged or otherwise disciplined except for just cause.
- b. Disciplinary actions shall normally follow this procedure:
(1) verbal warning-initialed in writing; (2) written warning; (3) suspension without pay; (4) discharge.

The Board may vary the above procedure where an offense is of such a nature as to warrant suspension or discharge.

- c. All disciplinary action, suspensions and discharges must be stated in writing with reason(s) given and a copy given to the employee and the Union at the time of suspension or discharge.

ARTICLE XV CONTRACTING OUT

- 15.0 The Board reserves the right to contract out bargaining unit work on a temporary or permanent basis, so long as neither the hours nor the job security of any full-time permanent bargaining unit employee or position is affected thereby, and such contracting out shall not be utilized as a substitute for filling vacancies or existing positions.
- 15.1 The Board shall be limited to employing one (1) part-time employee scheduled to work a maximum of twenty (20) hours per week and who shall not be covered by this agreement
- 15.2
 - a. All substitutes hired to cover for a bargaining unit employee on extended leave shall acquire priority in filling bargaining unit vacancies if they have successfully completed at least two (2) months of continuous service.
 - b. Substitutes are not guaranteed a position upon the return of the bargaining unit member to his/her position that the substitute is filling.
 - c. After three (3) months of continuous service in the same position, such a substitute shall be paid at the rate of the first (1st) step of the wage schedule.
 - d. After seven (7) months of continuous service in the same position, such substitute shall receive contractual sick leave and personal leave benefits.
 - e. After twelve (12) months of continuous service in the same position, such substitute shall receive all contractual benefits and be subjected to the provisions of Article 3, Section 3.0.

ARTICLE XVI NO DISCRIMINATION

- 16.0 There shall be no discrimination, coercion or intimidation of any kind against any employee of the Board for any reason whatsoever, including but not limited to, marital status, age, sex, race, creed, color, religious belief, gender identity or expression, national origin, ancestry, union activity veteran status or present or past history of mental disability, intellectual disability, learning disability, or physical disability, including, but not limited to, blindness, except in the case of a bona fide occupational qualification or need, either by the Board or by the Union. An alleged violation of Article XVI, Section 16.0 shall be limited to Steps I through III of the grievance procedure set forth under Article X, Section 10.0 (but shall not be subject to Step IV of such grievance procedure).

**ARTICLE XVII
WAGES**

17.0 Hourly wages and longevity are specified at Appendix A hereof:

Within two weeks of ratification of this Agreement by both parties, members of the bargaining unit as of the date of signing of this Agreement by the Union will receive stipend payments to be paid by separate paychecks. The amount of such payments will be one thousand dollars (\$1,000) for each member in the Custodians classification, and one thousand three hundred dollars (\$1,300) for the member in the Maintenance classification.

Effective July 1, 2019, the wage schedule in effect on June 30, 2019 shall remain in effect during the 2019-2020 contract year.

Effective July 1, 2020, the wage schedule in effect on June 30, 2020 shall be increased by two percent (2.0%).

Effective July 1, 2021, the wage schedule in effect on June 30, 2021 shall be increased by two percent (2.0%).

Effective July 1, 2022, the wage schedule in effect on June 30, 2022 shall be increased by two percent (2.0%).

Effective July 1, 2023, the wage schedule in effect on June 30, 2023 shall be increased by two percent (2.0%).

17.1 Bargaining unit employees shall be paid on a bi-weekly basis and by direct deposit.

17.2 **Shift Differential:**

Effective and retroactive to July 1, 2014, second (2nd) shift employees will be granted a **thirty (0.30)** cent per hour shift differential **on the job rate scale**.

Effective and retroactive to July 1, 2014, third (3rd) shift employees shall be granted a **forty (0.40)** cent per hour shift differential **on the job rate scale**.

17.3 **Lead Man Differential:**

Effective and retroactive to July 1, 2014, the Lead Man shall be paid an additional **forty-five (0.45)** cents per hour shift differential above the regular custodians rate of pay in effect.

17.4 Working Out of Classification:

Custodians assigned to do repair work such as repairing desks, chairs (carpentry), lockers, windows, doors, and/or painting, as well as snow removal, lawn and garden work that is beyond the scope of their routine work shall be paid **one dollar (1.00)** per hour differential for all time spent on such work. For accounting purposes said work time shall be aggregated to total hourly increments.

**ARTICLE XVIII
LABOR/MANAGEMENT**

18.0 Upon request and within reason, the Board shall meet with the Union committee for the purpose of communicating to the Board matters of concern to the members of the Union.

**ARTICLE IXX
MISCELLANEOUS**

19.0 The Board shall provide uniform shirts that must be worn as given during the school year except during July and August.

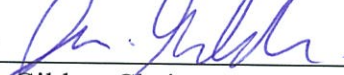
**ARTICLE XX
DURATION AND RENEWAL**

20.0 This Agreement shall be effective as of **July 1, 2019** and shall remain in effect for **five (5)** years through and including **June 30, 2024**. This Agreement shall be automatically renewed for each successive school year unless either party notifies the other in writing no more than 180 days and no less than 150 days from the expiration date that it desires to negotiate any changes in the Agreement.


If the Board receives notice that the total cost of a group health plan or plans offered under this Agreement will trigger an excise tax under Internal Revenue Code Section 49801, or any other federal statute or regulation, during the term of this Agreement, the Board and the Union will, upon request of the Board, engage in mid-term negotiations regarding the impact of such excise tax, in accordance with the Municipal Employees Relations Act (MERA). Only Articles having to do with health insurance of the Agreement would be subject to the reopener and no other provisions of the Agreement would be opened for the mid-term negotiations referenced in this paragraph.

Date 4/21/19

DERBY BOARD OF EDUCATION

By 
Jim Gildea, Chairman
Derby Board of Education

Date 11/21/19

By 
Dr. Matthew J. Conway, Jr., Superintendent
Derby Public Schools

**LOCAL 1303-239 OF COUNCIL 4,
AFSCME, AFL-CIO
CUSTODIAL/MAINTENANCE**

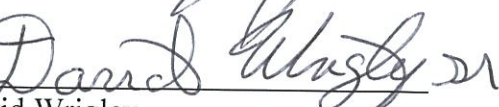
Date 11/13/19

By 
Tricia S. Santos, Staff Representative


Date 11/15/19

By 
Vincent Garofalo, President

Date 11/15/19

By 
David Wrigley

Date 11/15/19

By 
Antoni Mazan

**APPENDIX A
DERBY CUSTODIANS HOURLY WAGE RATES**

	<u>2019-20</u>	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>
Custodians	\$23.78	\$24.26	\$24.75	\$25.25	\$25.76
Maintenance	\$32.27	\$32.92	\$33.58	\$34.25	\$34.94

The starting rate of newly hired custodians shall be eighty (80%) percent of the Maximum Rate in effect at the time of hire. Thereafter, such employees shall progress to 85% of the Maximum Rate upon completion of one year of service; 90% of the Maximum Rate upon completion of two years of service; 95% of the Maximum Rate upon completion of three years of service, and 100% of the Maximum Rate upon completion of four years of service.

The starting rate of newly hired maintenance employees may range from eighty (80%) percent of the Maximum Rate to any rate above the Maximum Rate.

Progress (advancement) to the Maximum Rate shall occur only on July 1 so long as the bargaining unit member has completed a minimum of four (4) months of employment on or before that date. Otherwise advancement shall occur on the next July 1st.

LONGEVITY

Completion of 18 years of service	-	\$250 per year
Completion of 25 years of service	-	\$750 per year

**APPENDIX B
INSURANCE**

Summaries to be provided.

APPENDIX D PENSION AGREEMENT

Agreement entered into this 8th day of January, 1996 by and between the City of Derby (on its own behalf, on behalf of the Pension Board and on behalf of the Education Department) and AFSCME Council 4, Local 1303 (on behalf of fee employees who are employed in bargaining units represented by AFSCME Council 4. - Local 1303-06 Public Works; Local 1303-239 Custodians; Local 1303-259 City Hail; Local 1303-294 Secretarial; Local 1303-299 Paraprofessional and Nurses). The City and AFSCME Council 4, Local 1303 agree to continue the current City of Derby Pension plan in full force and effect except as provided herein below:

1. Effective and retroactive to July 1, 1994. and thereafter the pension benefit formula applicable to all pensions shall be increased from 1.75% to 2.00% and shall apply retroactively to all years of employees' service. Any employee who retired since July 1, 1994 shall have his or her pension benefits and or retiree medical benefits adjusted to reflect the improved pension and or retiree medical benefits.
2. There shall be no increase in employee contributions to the pension plan. The total cost of fee improvements shall be borne by the City and shall be funded in accordance with the recommendations of the plan's actuaries.
3. Effective and retroactive to July 1, 1994. employees who retire with a City of Derby Pension shall be entitled to receive retiree medical benefits for the retiree and his or her spouse on the basis of the following:
 - a. The employee completed 20 or more years of employment with the City of Derby and/or the Board of Education.
 - b. The benefit for the retiree becomes effective upon the retiree's 65th birthday and shall continue until his or her death.
 - c. The benefit for the retiree's spouse becomes effective upon the spouse's 65th birthday and shall continue until his or her death.
 - d. The cost of retiree and spouse medical coverage shall be borne by the pension plan or the City General Fund
 - e. The retiree and spouse benefit shall include Blue Cross 65 – High Option; and Blue Shield 81 - High Option. The City may substitute alternate retiree medical coverage so long as the benefits are equal to or better than those listed above.
 - f. Employees and retirees who receive retiree or retiree spouse medical benefits through their AFSCME collective bargaining agreements which exceed the terms or benefits described herein shall receive the better terms or benefits.
 - g. Employees with 20 or more years of service who retire or otherwise terminate their service with the City or the Board of Education prior to their 65th birthday or prior to their spouse's 65th birthday, are entitled to receive the retiree/spouse medical benefits at the time of the retiree's or the spouse's 65th birthday.

There shall be a moratorium through December 31, 2001, during which both parties agree that there will be no changes negotiated in the pension plan formula or the retiree medical benefit. The exception to this moratorium shall be that the City shall continue to negotiate with Local 1303 over the issue of the eligibility of paraprofessional employees covered by Local 1303-299 to participate in and be covered by the City of Derby Pension Plan. All future pension negotiations shall be conducted as joint negotiations between the City (on behalf of itself, the Pension Board, and the Board of Education) and AFSCME, Council 4 (on behalf of all Local 1303 chapters).

This agreement is made without prejudice to either party's position in State Board of Labor Relations case nos. MPP-16,120 and MPP-16,121 and may not be used by the City or the Union in either proceeding. Upon ratification of this agreement by both the City and the Union, this agreement shall become effective in accordance with its terms and the Union shall withdraw MPP-16,120.

FOR THE CITY OF DERBY
(on its own behalf, and on behalf
the Board of Education)
the City of Derby)

FOR THE UNION
(on behalf of Local 1303
of the Pension Board and Chapters in

Dated: January 16, 1996

Dated: January 8, 1996

A copy of the signed pension agreement is on file.