

**AGREEMENT**

**between**

**THE WATERBURY BOARD OF EDUCATION**

**and**

**SCHOOL CROSSING GUARDS ASSOCIATION**

**July 1, 2016 through June 30, 2020**

## **ARTICLE I**

### **RECOGNITION**

The Waterbury Board of Education, hereinafter referred to as the "Board", recognizes the School Crossing Guards Association, hereinafter referred to as the "Association" as the spokesperson for persons employed in the position of School Crossing Guard. Articles II through IX set for the terms and conditions of employment for all Association members. It is understood that the Association is not affiliated with any Municipal Union.

## **ARTICLE II**

### **MANAGEMENT RIGHTS**

Section 1. Except as otherwise limited by an express provision of this Agreement, the Board reserves and retains, whether exercised or not, all lawful and customary rights, powers and prerogatives of public management. Such rights include, but are not limited to, the following:

- (a) the right to prescribe and enforce reasonable work rules for the maintenance of discipline and for the performance of work in accordance with the requirements of the Board, provided such rules are made known in a reasonable manner to the employees affected by them. Prior to the promulgation of new or modified rules and regulations, the Board shall meet with the Association to discuss them and shall give due consideration to the Association's recommendations concerning same. The City shall bargain over the impact, if any, of the Board's decision;
- (b) the right to assign work to employees (including the right to assign incidental duties that may not be specifically enumerated in employee's job specification);
- (c) the right to create job descriptions and revise existing job descriptions as deemed necessary;
- (d) the right to determine work schedules including the right to change the regular workweek, the length of the regular workday, the hours of work, work assignments, the beginning and ending time of each shift or assignment and the number of shifts to be utilized;
- (e) the right to establish the methods and process by which work is performed, including the right to select and to determine the number and types of employees required to perform operations;
- (f) the right to establish or continue policies, practices and procedures for the conduct of City business and, from time-to-time, to change or abolish such policies, practices or procedures, subject to the City's obligation to bargain over the impact, if any;
- (g) the right to layoff or otherwise relieve employees from duty for lack of work or other legitimate reasons;
- (h) the right to discontinue services, positions, operations or programs in whole or in part and

- (i) the right to transfer or subcontract, in whole or in part, work performed by the bargaining unit if, in the sole judgment of the City, it can be done more economically, effectively or expeditiously as a result of such action.

### **ARTICLE III** **WORKING CONDITIONS**

**Section 1. Work Assignment.** Whenever possible, employees with the highest seniority shall be afforded the opportunity to request a specific post that should happen to become available.

**Section 2. Layoff.** Whenever layoffs are necessary, employees with the lowest seniority shall be laid off first. If an employee is laid off and returns to employment within six (6) months of the date of layoff, then the employee shall be entitled to any increases that may have occurred during the period of layoff. If said employee returns to employment beyond six (6) months of the date of layoff, the employee shall be reinstated at the hourly rate of pay he received at the time of layoff and shall not be eligible for any wage increases that became effective during the layoff period.

### **ARTICLE IV** **LEAVES OF ABSENCE**

**Section 1. Unpaid Leave of Absence.** Request for leaves of absence without pay for one (1) month or more must be accompanied by a Doctor's certificate.

### **ARTICLE V** **ATTENDANCE**

**Section 1. Absenteeism.** Any employee that develops a record of frequent or habitual absences from duty will be subject to disciplinary action up to and including termination.

### **ARTICLE VI** **HOLIDAYS**

**Section 1. Holidays.** Employees shall be entitled to the following paid holidays:

Thanksgiving Day	Christmas Day
New Year's Day (Eff. 1/1/19)	Martin Luther King Day
Presidents' Day	Memorial Day

**Section 2. Eligibility.** To qualify for holiday pay, the employee must have received compensation for the last scheduled working day prior to, and the first scheduled working day subsequent to, the holiday.

**Section 3. Scheduling of Holidays.** The Board retains the right to schedule the celebration dates for the above-referenced holidays.

## **ARTICLE VII**

### **LEAVE TIME**

**Section 1. Funeral Leave.** Each employee shall be entitled to one (1) paid day per school year. Effective July 1, 2017, each employee shall be entitled to two (2) paid funeral days per school year. Funeral leave shall not accrue from school year to school year.

**Section 2. Sick Leave.** Employees shall be provided with and use sick time pursuant to Public Act No. 11-52, entitled “An Act Mandating Employers Provide Paid Sick Leave to Employees.”

**Section 3. Personal Days.** Each employee shall be entitled to two (2) paid personal days per school year to use as the employee wishes. The annual personal leave days shall be counted toward the annual sick leave to which an employee is entitled under the Public Act No. 11-52. If the need for the personal day is foreseeable, the employee must provide one week advance notice of intent to use personal leave. If the need for personal time is not foreseeable, then the employee must give the employer notice as soon as practicable. Employees may elect to use personal time during a snow day when school is closed. In this instance, the employee must notify his/her supervisor no later than the next school day that he/she wishes to use a personal day to make up for the snow day. An employee shall not be entitled to a payout on accumulated sick and/or personal days for any reason.

There shall be no carry over of personal days or payouts of unused personal days. All accrued personal time must be used during the course of the school year or the employee will lose the accrued time.

## **ARTICLE VIII**

### **VACANCIES**

Section 1. At the end of school year association meeting, all employees interested in transferring assignments during the course of the school year, shall indicate on the transfer list his/her interest in a new school assignment, naming the school desired. If an assignment becomes available, the most senior employee on the transfer list, who desired that assignment, shall be offered the position. If the offer is refused, the employee cannot request another assignment until the following end of school year association meeting.

## **ARTICLE IX**

### **SUMMER SCHOOL WORK**

Section 1. At the end of school year association meeting, employees interested in working summer school for that year, shall sign the summer work availability sheet indicating their interest. Such sheet shall include name, phone number, and current school assignment. Preference for assignment will be given to employees currently assigned to the school offering summer work. Positions will be filled based upon need and seniority.

## ARTICLE X WAGES

### Section 1. General Wage Increases

#### CROSSING GUARDS HOURLY WAGE RATES

##### EMPLOYEES HIRED ON OR BEFORE JUNE 30, 2012

AS OF	EFFECTIVE	EFFECTIVE	EFFECTIVE	EFFECTIVE
6/30/2015	7/1/2016	7/1/2017	7/1/2018	7/1/2019
\$12.67	\$13.05	\$13.44	\$13.71	\$13.98
\$13.45	\$13.85	\$14.27	\$14.55	\$14.84

##### EMPLOYEES HIRED ON OR AFTER JULY 1, 2012

AS OF	EFFECTIVE	EFFECTIVE	EFFECTIVE	EFFECTIVE
HIRE DATE	7/1/2016	7/1/2017	7/1/2018	7/1/2019
\$12.67	<b>\$13.05</b>	<b>\$13.44</b>	<b>\$13.71</b>	<b>\$13.98</b>

**Bold** indicates starting rate for new employees.

## ARTICLE IX ENTIRE AGREEMENT

**Section 1.** The parties recognize that the Board retains all rights it had prior to the signing of this Agreement, except as such rights, whether exercised or not, have been specifically relinquished or abridged in this Agreement.

**Section 2.** the parties further recognize that if any provision of this Agreement is contrary to a specific practice existing prior to the date of the award of this Agreement, then the provision of this Agreement shall prevail.

**Section 3.** This Agreement represents the complete and full understanding of the parties with respect to rates of pay and other conditions of employment, which shall prevail during the term hereof, and any matters or subjects not herein covered have been satisfactorily adjusted, compromised or waived by the parties for the life of this Agreement.

## ARTICLE X DURATION

This Agreement shall be effective as of July 1, 2016, unless a different effective date is prescribed in this Agreement for any section or article of this Agreement and shall remain in effect through June 30, 2020.

IN WITNESS HEROF, the parties have hereunto caused their hands and seals to be signed this

4<sup>th</sup> day of December, 2017.

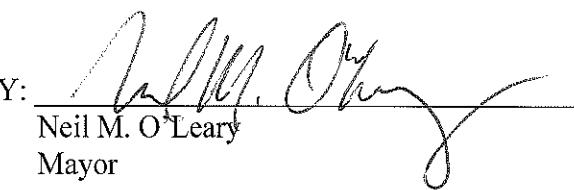
WITNESS:

CITY OF WATERBURY

MARGARET E. Luddy  
Margaret E. Luddy

BY:

Neil M. O'Leary  
Mayor



WITNESS:

SCHOOL CROSING GUARDS ASSOCIATION

Roy Thompson

BY:

Dennis Morrison  
Dennis Morrison