

WORKING AGREEMENT BETWEEN  
WATERTOWN BOARD OF EDUCATION AND  
LOCAL 1049 OF COUNCIL #4

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES  
AFL-CIO

CUSTODIAL, MAINTENANCE AND TECHNICAL EMPLOYEES July 1, 2018 through June  
30, 2021

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This Agreement entered into by and between the Board of Education and the Town of Watertown, hereinafter referred to as the "Board", and the American Federation of State, County and Municipal Employees, AFL-CIO, on behalf of Local 1049 of AFSCME, hereinafter referred to as the "Union".

**PREAMBLE**

The welfare of the Board and its employees is dependent upon the service the Board renders the public. Improvements in this service and economy in operating and maintaining expenses are promoted by willing cooperation between the Board management, and the organization of its employees. An obligation rests upon the management, upon the Union and upon each employee to render honest, efficient and economical service. The spirit of cooperation between the management and the Union, and the employees represented thereby, being essential to efficient operation, all parties will so conduct themselves to promote this spirit.

This Agreement has as its purpose and intent the promotion of harmonious relations between the Board and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, the creation of an environment in which the Board and the Union can cooperate to achieve their joint objectives and other terms and conditions of employment.

**ARTICLE I  
RECOGNITION**

The Board recognizes the Union under the provisions of Chapter 113 of the General Statute of Connecticut, as amended, as the sole and exclusive bargaining agent for the purposes of collective bargaining on matters of wages, hours of employment and other conditions of employment for all of its custodial and maintenance employees excluding supervisors. The Board further recognizes the Union as the sole and exclusive bargaining agent for the purposes of collective bargaining on matters of wages, hours of employment and other conditions of employment for Network Coordinator I, Network Coordinator II, and the Lead Network Coordinator.

## **ARTICLE II** **MANAGEMENT RIGHTS**

Unless expressly and specifically limited, modified, abridged, or relinquished by a specific provision of this Agreement, the rights, powers, and authority to manage the operation of the Board, whether exercised or not, shall remain solely and exclusively vested in the Board. It shall have the sole and unquestioned right, responsibility, and prerogative of management of the affairs of the Board and the direction of the working forces including, but not limited to, the following:

- A. To determine the organization and standards of each department or division and to manage such operations;
- B. To determine the methods and levels of care, maintenance, and operation of equipment used for, and on behalf of, the purposes of the Board.
- C. To establish or continue policies, practices and procedures for the conduct of Board business including personnel policies, and from time to time, to change or abolish such policies, practices and procedures.
- D. To establish, modify or discontinue processes or operations or to establish or discontinue their performance by Board employees; nothing in this paragraph can allow assigning out or subcontracting bargaining unit work;
- E. To establish new or improved methods, procedures, practices, technologies, or facilities that the Board may deem to be in its best interest and/or advisable for efficiency of operations and to modify any job description to accommodate such new or improved methods, procedures, practices, technologies, or facilities in accordance with the last paragraph in this Article;
- F. To determine the standards of selection for hiring and to determine the number and types of employees required or desired to perform the Board's operations;
- G. To employ, direct, schedule, assign, evaluate, discipline, transfer, promote employees or to lay off, terminate, or otherwise relieve employees from duty for lack of work, lack of funds, reorganization, or other reason in the best interest of the Board;
- H. To establish, amend, abolish and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with Board requirements;
- I. To determine the content of job classifications and/or positions as may or may not be set forth in written job descriptions, to add to, delete from, modify, or combine job classifications and/or positions as may or may not be set forth in written job descriptions, and to ensure that incidental duties connected with Board operations, whether enumerated in a job description or not, shall be performed by employees after notice to and discussion with the Union;

J. To fulfill all of the Board's legal responsibilities;

K. Substitutes shall not be utilized to reduce the number of bargaining unit positions provided however, that the Board retains the right to eliminate positions for budgetary reasons or lack of work.

The Board shall, not exercise its rights in an arbitrary, discriminatory, or capricious manner. When practicable, the Board shall negotiate with the Union regarding the impact of changes in policies, practices, procedures and job descriptions that have substantial change upon the terms and conditions of employment of bargaining unit members.

### **ARTICLE III GRIEVANCE PROCEDURES**

#### **Section 1. Grievances**

A "grievance" shall mean an alleged violation, misinterpretation or misapplication of a specific provision of this Agreement. Grievances will be processed in the following manner at the request of either party with the understanding that only grievances consisting of disputes as to the interpretation or violation of some provision of this contract will be subject to arbitration:

First Step - The Steward, the aggrieved party, and the maintenance supervisor will meet within twenty (20) working days of the date of the alleged grievance. It will be the responsibility of the grievant to submit the matter to the maintenance supervisor within twenty (20) working days of the event or condition giving rise to the grievance or it shall be considered waived. If the Union is not satisfied with the action taken by the maintenance supervisor, the steward may submit the grievance to the maintenance supervisor in writing (on forms furnished by the Board) within five (5) days of the maintenance supervisor's action. The maintenance supervisor will give a written answer to the steward within five (5) working days after the day he receives the written grievance from the Union.

Second Step - If the Union is not satisfied with the maintenance Supervisor's reply, the Union may ask the Superintendent of Schools for a meeting to discuss the grievance further within five (5) days of the maintenance manager's response. Such meeting shall be held within five (5) working days after the day of the Union's request and may be attended by the steward, the aggrieved party, the Union, and the International Representative, the Superintendent of Schools and his designated Committee. The Superintendent shall give written answer to the Union President, within five (5) working days after the day of the meeting. The Superintendent may be represented at this Step by his/her designee.

Third Step – If the Union is not satisfied with the Superintendent's reply in the Second Step, the Union may within five (5) days of the Superintendent's/designee's response ask the Personnel Relations Committee for a meeting. Such meetings shall be held within ten (10) working days after the request is made and may be attended by the Steward, the aggrieved party, the Staff Representative, and the Union committee, which will consist of not more than three (3) employees. The Personnel Relations Committee shall give a written answer to the Union President and a copy to the Staff Representative, within ten (10) working days after the date of the meeting.

If the meeting in the Second and Third Steps of this procedure is not requested within five (5) working days after the date of the Board's answer to the preceding step, the grievance is dropped. However, all time limits contained herein may be extended by mutual consent in writing.

## **ARTICLE IV ARBITRATION**

Section 1. Any grievance defined in Article III and not settled in the 3rd step of the grievance procedure may be taken to arbitration by either party for the purpose of interpreting the contract provisions involved, or determining whether or not there has been any violation of any provision of the contract, and if so, the action to be taken to comply with such contract provisions, provided that the following procedure is followed:

a. Either party shall initiate the arbitration procedure by mailing a written request (demand) for arbitration to the other. Two (2) copies of such request shall be sent to the Connecticut State Board of Arbitration, if their services are available. The request shall be made by letter postmarked no later than thirty (30) calendar days after the date of the answer in Step 3 of the grievance procedure. If the services of the Connecticut State Board of Arbitration are not available, an arbitrator shall be selected by mutual agreement.

Section 2. The arbitrator shall have no power in any matter to make an award, which amends, adds to, subtracts from, or eliminates any provision of this Agreement, and the decision of the Arbitration Board shall be final and binding on both parties.

Section 3. The cost of arbitration shall be borne equally by both parties.

## **ARTICLE V NO STRIKE PROVISION**

During the life of this Agreement there shall be no strike, slowdown, suspension or stoppage of work in any part of the Board's operation by employees or employee nor shall there be any lockout by the Board in any part of the Board's operation.

## **ARTICLE VI** **HOURS OF EMPLOYMENT**

The hours of employment for custodial/maintenance covered by this Agreement shall be as follows:

Section 1. Regular hours of employment shall be forty (40) hours per week divided equally over five (5) working days of eight (8) hours each, Monday through Friday. The basic workday shall consist of three staggered shifts. See Appendix A attached to this contract, with the following breaks:

1<sup>st</sup> Shift - 20 minute paid lunch commencing at the midpoint in the shift, with a 10-minute coffee break at a time established by the Maintenance Supervisor.

2<sup>nd</sup> Shift - 20 minute paid lunch commencing at the midpoint in the shift, with a 10-minute coffee break at a time established by the Maintenance Supervisor.

3<sup>rd</sup> Shift- 20 minutes paid lunch commencing at the midpoint in the shift, with a 10-minute coffee break at a time established by the Maintenance Supervisor.

a. Group Leaders shall be assigned to the first shift.

b. Preference of shift assignments within a school shall be granted by system-wide seniority.

c. Preference of shift assignments in the Maintenance Department shall be granted by system-wide seniority.

d. The Board will make every effort to retain employees on their scheduled shifts.

e. Employees shall no longer receive meals from the school cafeteria free of charge.

Section 2. Time and one-half shall be paid for all hours worked in excess of eight (8) hours in any one workday or in excess of forty (40) hours in any one workweek.

Section 3. Time and one-half shall be paid for all hours worked on Saturday. Double time shall be paid for all hours worked on Sunday. Work performed as a result of an official "call in" on any holiday shall be compensated at a rate of double time plus holiday pay for all hours worked.

### Section 4. Overtime

a. Custodial overtime shall be distributed and equalized within each school. A record of overtime work shall be posted as follows: One (1) list for time and one-half overtime hours, and one (1) list for double time and holiday overtime.

- b. Maintenance overtime shall be distributed and equalized within the maintenance department as equitably as possible subject to the need for the special skills of the carpenter or the maintenance technician. A record of overtime work shall be posted as follows: one (1) list for time and one-half overtime hours, and one (1) list for double time and holiday overtime.
- c. Employees not in the maintenance department will be listed on overtime lists by their seniority in the system within the school to which they are assigned.
- d. If an employee is scheduled for overtime work and does not avail himself of the opportunity to work, he will be charged with the scheduled overtime as if he had worked. The employees with the least number of hours worked and charged on the lists will be asked first to work the available overtime.
- e. Night shift employees shall be given an opportunity to equalize their share of overtime when school is not in session and/or when it does not interfere with their regular schedule.
- f. Overtime for the purpose of this article shall include time required of the employee above and beyond eight (8) hours per day and forty (40) hours per week which results from the need of the school system and is required and initiated by the school system.
- g. In the event that the high school custodian on the 8 A.M. to 4:30 P.M. shift or the 10 A.M. to 6:30 P.M. shift is absent, the Facilities Manager or his designee may ask the senior employee to work those first shift hours as regular straight time, and the resultant additional hours on the employee's shift may be assigned as overtime in conformance with the provisions of this article, provided that no employee will be permitted to work in excess of sixteen (16) hours in a twenty-four (24) hour period.
- h. Management will make every effort to give twenty-four (24) hours' notice to maintenance employees when overtime work is required. Overtime due to emergency conditions is excluded from this provision.
- i. When an employee refuses regular overtime on more than two (2) occasions in one week, between Monday and Friday (unless the employee is ill), said employee will forfeit said overtime for that one week period excluding Saturday, Sundays and Holidays which shall not be forfeited.

Section 5. When an employee is called in for emergency work outside his scheduled working hours, he shall be paid for two (2) hours if the work required is less than one (1) hour and for four (4) hours when the work required is over one (1) hour at the rate of time one-half (1 1/2) the regular hourly rate. This shall not apply to scheduled overtime. Overtime shall be deemed scheduled overtime if (a) it is contiguous to the employee's shift, and (b) in the case of overtime prior to the start of an employee's regular shift, he is notified no later than 11:00 p.m. the evening before.

Section 6. Building Inspections - The need to inspect all school buildings under the jurisdiction of the Board of Education is a seven (7) day responsibility. It has been established that to satisfactorily inspect the buildings, one (1) hour of the employee's time will be needed on each of Saturday and Sunday. This time will be compensated for by reducing the employee's work hours during the regular workweek to the extent of one and one-half hour for each hour worked on Saturday and Sunday. Thus the employee responsible for the building inspection would work thirty-seven (37) hours per week, Monday through Friday, one hour on Saturday and one hour on Sunday for a total of thirty-nine (39) hours, and shall be paid for forty (40) hours per week.

a. The Head Custodian at the High School shall spend one and one-half hours for inspection of the building on each Saturday and Sunday. Thus, the employee responsible for this building inspection would work thirty-five and one-half (35 1/2) hours per week, Monday through Friday, one and one-half (1 1/2) hours on Saturday and Sunday for a total of thirty-eight and one-half (38 1/2) hours per week, and shall be paid for forty (40) hours per week.

Section 7. The Board shall pay the difference between jury duty and the normal day's pay.

Section 8. Unusual Situations - At times, schools need to respond to situations that are not caused by, nor result from the policies of the Board and/or the regulations of its Administrative Representative. The possibility of needing to display the United States Flag on Veteran's Day or because of governmental order or proclamation is an example of such a situation. This is a matter which is outside the regular operation of the Board of Education, and therefore, is not to be considered as overtime, call-in time or Special Activity but will be treated in the same manner as specified above for Building Inspections.

Section 9. It is agreed that nothing contained in any job description shall be construed to restrict the Board's ability to alter any work assignment or change a work assignment when it believes it to be warranted due to absenteeism or unusual circumstances or deemed to be in the best interest of efficient operation of the school system. The Board will not be arbitrary, discriminatory or capricious with regard to work assignments.

Section 10: The Lead Network Coordinator and Network Coordinators shall be hourly employees. The normal work week for the Lead Network Coordinator and Network Coordinator I shall be eight (8) hours per day, which includes a twenty (20) minute paid lunch and 40 hours per week. Scheduling of these hours shall be directed by administration. The normal work week for the Network Coordinator II shall be 35 hours per week. Scheduling of these hours shall be directed by administration

Maintenance and care for the school's information technology sometimes requires that employees work beyond 40 hours per week. If administration directs the Lead Network Coordinator, Network Coordinator I or Network Coordinator II to work more than 40 hours per week or 8 hours per day, the said employees shall be paid at their normal

hourly rate for up to 8 hours per day or 40 hours per week and time and one-half for hours over 8 hours per day or 40 per week.

## **ARTICLE VII SALARIES**

Section 1. The Salary schedule for custodial/maintenance employees for the life of this contract is contained in Appendix B attached. Such salary schedule will reflect a one percent (1.00%) general wage increase effective July 1, 2018, a one percent (1.00%) general wage increase effective July 1, 2019 and a wage and Medical Benefit reopeners on July 1, 2020.

Section 2. The salary schedule for second and third shift custodial/maintenance employees will include in addition to the general wage increase, a twenty-five cent per hour differential for the second shift, and a thirty-five cent per hour shift differential for the third shift, which amounts are included in the hourly wage as provided in Appendix A attached.

Section 3. A car allowance will be allowed for split-shift custodial employees.

Section 4. On or before July 1, annually, the Board shall make the following additional payment to each custodial/maintenance employee who has, by June 1 of such year, completed the following continuous years of service with the Watertown Board of Education:

- a. After five (5) years of continuous service - \$150.00
- b. After ten (10) years of continuous service - \$250.00
- c. After fifteen (15) years of continuous services - \$300.00

Section 5. – Group leaders shall receive a \$300.00 differential which has already been calculated into the wage rates set forth in Appendix B.

Section 6. Severance Pay - at retirement of a custodial/maintenance member of this bargaining unit, the employee shall be paid 50% of his or her accumulated sick leave. In case of death, the severance pay shall be paid to the beneficiary.

Section 7. The Salary schedule for Lead Network Coordinator and Network Coordinator I and II for the life of this contract is contained in Appendix B attached. Such salary schedule will reflect a one percent (1.00%) general wage increase effective July 1, 2018, a one percent (1.00%) general wage increase effective July 1, 2019 and a wage and Medical Benefit reopeners on July 1, 2020. Lead Network Coordinators and Network Coordinators who are not at the top step shall advance one step on July 1 of each year of the contract.

Section 8. Lead Network Coordinator and Network Coordinators who retire from employment with the Watertown Board of Education with at least 10 year of service shall be paid 50% of unused sick leave to a maximum of 150 days.

Section 9: All employees shall be paid on a bi-weekly basis.

## **ARTICLE VIII HOLIDAYS**

Section 1. There shall be fourteen (14) paid holidays. They shall consist of:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Columbus Day
Lincoln's Birthday	Veterans Day
Washington's Birthday	Thanksgiving Day
Good Friday	Day After Thanksgiving
Memorial Day	Christmas Day
Independence Day	Day After Christmas

Employees may be required to work on the day of observance of the aforesaid holidays if school is in session. An employee who is required to work on the day of observance of any of the aforesaid holidays because school is in session shall be provided a floating holiday. All requests for a floating holiday shall be communicated in writing to the Superintendent and/or his/her designee at least two (2) weeks before the day the employee wishes to take as a floating holiday. Floating holidays shall only be available in the calendar year in which they are earned and shall not be carried over to the following calendar year. Floating holidays shall be paid at straight time.

Section 2. Employees shall be required to work a full working day before a holiday and the full working day following a holiday in order to receive their pay for the holiday, unless excused by their Supervisor because of legitimate illness or other good cause.

Section 3. For custodial or maintenance employees, these holidays shall be paid for at eight hours times the employee's regular rate. For Network Coordinators these holidays shall be paid for at seven hours times the employee's regular rate.

Section 4. Work performed as the result of an official "call in" on any holiday shall be compensated at a rate of double time plus holiday pay for all hours worked.

Section 5. If a holiday falls during an employee's vacation period the employee shall be entitled to an additional day off subject to mutual agreement as to date.

Section 6. Any holiday falling during an employee's vacation period and/or a Saturday or Sunday, which is not generally celebrated but which is included within the contract, shall be added to the employee's vacation period.

## ARTICLE IX VACATIONS

Sections 1 and 2 refer only to the custodial/maintenance employees.

Section 1. The Board and the Union agree that paid vacations are essential to the welfare of the employee, and, therefore, employees shall be given vacations with pay according to their systemwide seniority on the following basis:

- a. Regular employees working at least six (6) months prior to July 1<sup>st</sup> shall be entitled to one (1) week vacation.
- b. Regular employees who have at least one (1) year of continuous service prior to July 1<sup>st</sup> shall receive two (2) weeks of vacation.
- c. Regular employees who have at least eight (8) years of continuous service shall receive three (3) weeks of vacation. Regular employees who have fifteen (15) years of continuous service shall receive four (4) weeks of vacation.
- d. For the purpose of computing vacation service, the year shall commence July 1<sup>st</sup> and end June 30<sup>th</sup>.

Section 2. Employees must take their 1<sup>st</sup> two (2) weeks of vacation during the months of June, July and August, exclusive of the first week of school after school closes and the full week prior to the opening of school. The third week of vacation will be scheduled for Christmas, February or April recess unless otherwise mutually agreed by the employee and the Superintendent or his designee. The fourth week of vacation will be subject to mutual agreement. In cases of conflict seniority shall determine which employee has preference. Under special circumstances, management may consider exceptions to this rule provided such requests are submitted in writing and well in advance of the requested vacation time.

Section 3 refers only to the lead network and network coordinators.

Section 3. Any network coordinator or lead network coordinator hired after July 1, 2010 shall have vacation benefits, based on years of service, in accordance with Article IX, Section of the collective bargaining agreement:

- a. Regular employees working at least six (6) months prior to July 1<sup>st</sup> shall be entitled to one (1) week vacation.

- b. Regular employees working at least one (1) year of continuous service prior to July 1<sup>st</sup> shall receive two (2) weeks of vacation.
- c. Regular employees who have at least eight (8) years of continuous service shall receive three (3) weeks of vacation. Regular employees who have fifteen (15) years of continuous service shall receive four (4) weeks of vacation.
- d. For the purpose of computing vacation service, the year shall commence July 1<sup>st</sup> and end June 30<sup>th</sup>.

Any network coordinator or lead network coordinator who was hired before July 1, 2010 and who has received 20 days of vacation in prior work years shall be permitted to continue to receive 20 days of vacation without consideration of his/her years of service.

## ARTICLE X LEAVE

Section 1. Sick Leave – Payment of salary for time lost due to personal illness shall be limited to a maximum of fifteen (15) days in any year, except when an employee has accumulated unused sick leave during prior years, not exceeding a cumulative total of one hundred fifty (150) days available in any one year. In this case there will be fifteen (15) days plus the number of sick leave days accumulated, but not used in prior years, not to exceed a cumulative total of one hundred fifty (150) days sick leave available in any year. The maximum number of days an employee may be absent with pay during a year may thus be as high as one hundred fifty (150) days. The Board of Education by special vote, may recognize a need in individual cases for the extension of the one hundred fifty (150) day limit. Employees previously warned about possible sick leave abuse might be required to get a doctor's certificate of illness at the Board's expense.

Section 2. Bereavement Pay- In the event of a death in the immediate family of a regular employee, or the immediate family of his/her spouse, such employee will be paid for time lost from scheduled work at his/her average straight time hourly rate to prepare for and attend the funeral. Such time shall not exceed five (5) working days commencing with the date of death (or one day to attend services in lieu of a funeral), and not to exceed eight (8) hours per day including hours worked, if any. Immediate family, for the purpose of this clause is defined as parents, guardians, grandparents, spouse, brother, sister, child or grandchild, son or daughter-in-law, or father or mother-in-law. With the Superintendent's approval, one (1) paid day per fiscal year may be granted to the employee where the deceased is not in any of the above categories. Bereavement time is not to be accumulated. The Board may request verification of the date of the death and funeral and the relationship to the deceased.

Section 3. Authorized Absence for Personal Leave- Employees may use up four (4) days for personal leave. This leave will be in addition to leave authorized in Section 1

and 2 of this Article and is not to be accumulated. Personal leave may be taken for the following: graduation, illness of member or a member of the immediate family as defined in Section 2 above, birth of son or daughter to spouse, legal action, celebration of employee birthday, or one day to attend to personal business in the course of the workday which day shall be granted with prior approval from the Building Maintenance Supervisor of Building and grounds or the Night Supervisor. Such leave shall be requested at least forty-eight (48) hours in advance, where possible, stating the reason for which leave is sought.

Section 4. Doctor's Certificate Required - Employees who are absent for three (3) or more consecutive working days for reasons of illness shall submit to the office of the Superintendent of Schools, upon their return to work, a statement from a Physician, stating the reason for the absence and that they are able to return to work.

Section 5. If a holiday falls when an employee is on sick leave this day shall not be charged to his sick leave.

Section 6. An employee serving jury duty shall receive the difference between the jury fees and his regular salary if (1) the employee notifies the Board within seventy-two (72) hours of receiving notice of jury duty and (2) the employee is unable to be excused from said jury duty.

## **ARTICLE XI SENIORITY**

The Board and the Union agree to establish a system of seniority rights to govern layoffs for lack of work, recalls to work, transfers and promotions as follows:

Section 1. There shall be two seniority lists. One list shall be identified as the Custodial and Maintenance list and one list shall be identified as the Network Employees list.

Section 1(a). The seniority list for the Custodial and Maintenance Employees shall include all employees in the Custodial and Maintenance departments covered by this Agreement, whose names shall appear thereon in the order of their last entering the employ of the Board, except part-time and probationary employees as defined in Section 2 hereof, and subject to the provisions of Section 3 hereof.

Section 1(b). The seniority list for the Network Employees shall include all employees in the Lead Network and Network Coordinator positions covered by this Agreement, whose names shall appear thereon in the order of their last entering the employ of the Board, except part-time and probationary employees as defined in Section 2 hereof, and subject to the provisions of Section 3 hereof.

Section 2. New employees shall be considered probationary employees until they have completed one hundred eighty (180) days of continuous employment.

Section 3. An employee shall lose seniority rights: if (1) he resigns voluntarily or is discharged for cause; (2) if he fails to report to work on recall after layoff within five (5) working days after notice, which shall be by registered mail return receipt requested (RRR), and has been sent to him and to the Union, unless he furnishes a valid reason for failure to return to work within that time.

## **ARTICLE XII TRANSFERS**

Sections 1, 2, 3 and 4 apply only to custodial/maintenance employees.

Sections 1. When an opening exists in the Custodial or Maintenance Departments, subject to paragraph 2 below, it will be filled by the senior bargaining unit employee who desires it, provided:

- a. He has the ability to do the job and meets the minimum requirements within five (5) days if he was previously in the same general classification (custodial-maintenance) or within fifteen (15) days if he is transferring from one classification to another (i.e., custodial to maintenance or maintenance to custodial). If he does not qualify within the days specified he shall be returned to the last job held by him. If he feels he cannot do the job he shall be returned to his former position upon request. Request must be accompanied by good and sufficient reason.
- b. Employees will assume new positions within a reasonable length of time after being awarded an opportunity as the result of a posting.

Section 2. All job openings shall be posted for seven (7) working days, within ten (10) days of the date that the vacancy first exists.

Section 3. An employee will not be transferred for the sole purpose of making an opening for the convenience of any other employee.

Section 4. Employees temporarily transferred to work in a higher classification will be paid at the place on the salary schedule for the higher classification he had attained on the salary schedule for his own classification.

Section 5. Openings in the Lead Network Coordinator or Network Coordinator positions shall be posted for seven (7) working days.

When an opening exists in the Lead Network Coordinator position, qualified Network Coordinators who respond to the posting shall be considered for the position.

## **ARTICLE XIII** **REDUCTION IN WORK FORCE & RECALL**

Sections 1 and 2 apply only to custodial/maintenance employees.

Section 1. When a reduction in the work force is necessary, it shall be done as follows:

- a. By laying off part-time employees.
- b. By laying off probationary employees.
- c. By laying off the least senior employees.

Section 2. Cutbacks in a classification will be made in accordance with the length of service in such classification. If cut backs become necessary an employee who has previously been in a different classification will be transferred back to his original classification.

Section 3. In the event that the Lead Network Coordinator position is eliminated, the Lead Network Coordinator would have the right to bump the least senior Network Coordinator.

Section 4. If there is an increase in the work force of custodian/maintenance employees all laid off employees will be called back to work in order of their standing on the custodial/maintenance seniority list, provided any employee who is recalled must bring to the job that is open ability which is known or can be verified and meet the minimum requirements within thirty (30) days or be laid off for lack of work.

Network coordinators shall be placed on a separate recall list and shall remain on that list for one (1) year. If there is a vacant Network Coordinator position at a time when Network Coordinators are on recall, the position shall be offered to the most senior Network Coordinator. Employees who refuse a position for which they are offered shall be removed from the recall list.

## **ARTICLE XIV** **INSURANCE**

Section 1. The following coverage for all employees and their enrolled dependents shall be continued under this Agreement as follows:

- a. The Board shall provide, as a buy up option, an Anthem Century Preferred PPO Plan with three-tier prescription coverage with co-pays as follows: \$5 generic; \$25 listed brand; \$30 non-listed brand; mail order 2x retail co-pay for 100 day supply.
- b. The Board shall provide a High Deductible/HSA Plan. For each year of the collective bargaining agreement, the deductible for the High Deductible/HSA Plan shall

be \$2,000 for single coverage and \$4,000 for family coverage.

c. The HSA Plan shall be the core insurance plan, as set forth in Section 2 below. The Board will fund sixty percent (60%) of the applicable HSA deductible amount for each full-time employee who elects coverage under the High Deductible/HSA Plan (with pro-rated funding of the deductible for part-time employees).

The Board's full contribution toward the HSA deductible will be deposited into the HSA accounts on or about April 1. The parties acknowledge that the Board's contribution toward the funding of the HSA Plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible will be funded for actively employed employees. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment. If the High Deductible/HSA Plan is implemented after the start of the contract year, the Board's contribution toward the funding shall be prorated for that year.

Employees shall contribute eight percent (8%) toward the cost of the HSA Plan. Biweekly deductions shall be made from each employee's payroll on a pro-rata basis.

d. Anthem Century Preferred shall be provided to employees who retire on or after September 1, 1975, provided that the Blue Cross and Blue Shield benefits for any individual retiree shall be those which he enjoyed at the time of his retirement, subject to the standard practices of the carrier.

All employees who retire and who were enrolled in the HSA Plan at the time of their retirement shall be offered a HDHP with a Health Reimbursement Account ("HRA") option as the base health insurance plan. The plan itself will have the same benefits and deductible as the HDHP/HSA. However, it will feature an HRA that will reimburse eligible claims that are applied to the medical plan deductible up to the same total dollar amount as would otherwise have been contributed to a participant in the HSA at the same enrollment coverage.

e. A \$30,000 life insurance policy will be paid for by the Board of Education.

f. A \$5,000 life insurance policy will be paid for by the Board for retirees.

g. Pension-same as Town Plan.

h. The Blue Cross 65 plan and the Blue Shield 65 plan will be provided for retirees, spouse and for spouses of deceased employees in the bargaining unit.

i. The Board shall provide a dental plan with coverage equivalent to that provided under Traveler's Insurance Company, Group Policy No. GA876022.

j. The Board of Education reserves the right to change any insurance carrier at any time providing it gives prior notice to the Union and providing that the Board certifies in

writing to the Union that the insurance coverage under the substituted insurance carrier's policy is essentially equivalent to or better than the coverage under the policy then in effect. The Board of Education also reserves the right to offer an HMO option.

Section 2: The High Deductible/HSA Plan shall be the core insurance plan. Employees may elect to participate in the PPO Plan. However, for any employee who remains enrolled in the PPO Plan, the Board will pay the same total dollar amount toward the premium cost for the PPO Plan as the Board pays toward the premium cost for the High Deductible/HSA Plan for an employee enrolled at the same coverage level. The employee shall pay one hundred percent (100%) of the difference between the Board's total dollar premium contribution and the total premium cost for the PPO Plan.

## **ARTICLE XV WORKERS' COMPENSATION**

A disabled employee shall receive the allowance for workers' compensation under the law as long as the benefits are tax exempt.

## **ARTICLE XVI PENSIONS**

Section 1. These benefits and all details of the plan are set forth in a separate agreement as established by the Town Council of the Town of Watertown.

Section 2. For employees retiring on or after July 1, 2015 the Social Security offset provided for in Article 5, section 5.2 (d) of the Town of Watertown Retirement Income Plan document (the "Plan") shall be decreased to 17.5%, with the multiplier at 1%.

Section 3. No employees hired after July 1, 2018 will be eligible for the Town of Watertown Retirement Income Plan. Employees hired after that date must enroll in the defined contribution plan offered by the Town. The annual contribution by the Town will be 4% of base pay.

## **ARTICLE XVII UNION SECURITY**

Section 1. Whereas all employees covered by this Agreement had all voluntarily joined the Union, the Board of Education has agreed to a Maintenance of Membership form of Union Security. This provides that:

- a. Any employee on the effective date of this Agreement who is a member of the Union must remain a member of the Union.
- b. Any employee hired on or after the effective date of this agreement, shall on the thirtieth (30<sup>th</sup>) day following the beginning of his employment, be required to become

and remain a member of the Union in good standing during the term of this Agreement.

c. Any employee, who works twenty (20) hours or more per week, shall be required to become and remain a member of the Union in good standing during the term of this Agreement. Seasonal employees are exempt from this provision.

Section 2. The Union will furnish the Board, through the Superintendent of Schools, with a signed statement by the employee that he authorizes the Board to deduct from his wages, Union dues. This statement is to be acceptable to the Board. Such deduction shall continue for the duration of the Agreement or any extension thereof.

Section 3. The Board shall make the collective bargaining agreement available on its website. New employees will be given a copy at time of hiring by the Board. The Board will also inform new employees of the identity of the appropriate Union building representative.

## **ARTICLE XVIII DISCIPLINE**

Section 1. No employee covered by this Agreement shall be disciplined except for just cause.

Section 2. Other than in the case of probationary employees, any discipline action including discharge may be appealed through the grievance procedure of this Agreement.

Section 3. The disciplinary record of any employee disciplined under the provisions of this Article with a written or oral warning or reprimand shall be cleared after twenty-four months, provided that no additional discipline is imposed during that period.

## **ARTICLE XIX SAVINGS CLAUSE**

If any section, sentence clause or phrase of this 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 be inoperative or fail by reason of the invalidity of any other portion or provision and the parties do hereby declare that it would have severally approved of and adopted the provisions contained herein, separately and apart from the other.

## **ARTICLE XX SAFETY**

There shall be at least two custodians on duty at a school when custodians are engaged in operating snow removal equipment and/or in shoveling snow at that school.

## ARTICLE XXI BOOTS

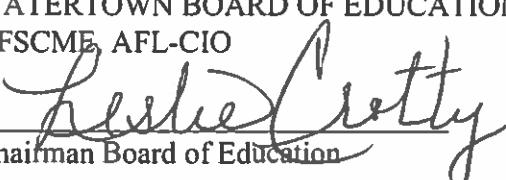
The Board of Education will provide a stipend to each employee in the unit up to one hundred seventy-five dollars (\$175) per year for the purchase of work shoes or boots.

## ARTICLE XXII DURATION

This Agreement shall remain in full force and effect from July 1, 2018 to June 30, 2021 and thereafter shall continue in effect from year to year except that it may be amended at any time by mutual agreement. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred and fifty (150) days prior to the anniversary date that it desires to modify this agreement. In the event such notice is given, negotiations shall begin not later than one hundred and twenty (120) days prior to the anniversary date. This Agreement shall remain in full force and effect during this period.

IN WITNESS WHEREOF, THE PARTIES HAVE HERETO SET THEIR HANDS AND  
SEALS THIS 15<sup>th</sup> DAY OF Oct, 2018.

WATERTOWN BOARD OF EDUCATION  
AFSCME AFL-CIO

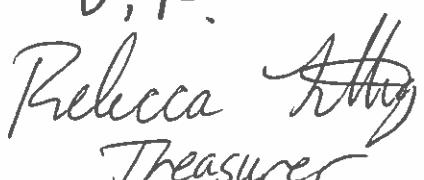
  
Chairman Board of Education

  
Rydell Hayen  
Superintendent of Schools

LOCAL 1049 OF COUNCIL #4,

  
Thomas Romano  
Local Union President

  
Jim Orr  
Staff Representative  
Council #4, AFSCME

  
David R. Miller  
V.P.  
  
Rebecca H. Atchley  
Treasurer

## APPENDIX A

Section 1. The work schedule as shown on the following pages for Custodians at the various schools in Watertown is to be in effect from July 1, 2018 to June 30, 2021. At the close of school in June all custodial personnel will work in their respective schools on the day shift, five (5) days per week, Monday through Friday, eight (8) hours per day for a total of forty (40) hours per week. The only exception to this will be the Group Leaders who are responsible for checking the buildings on Saturday and Sunday. This person will work thirty-seven (37) hours per week, Monday through Friday, and one hour on each of Saturday and Sunday for a total thirty-nine (39) hours per week and he will be paid for forty (40) hours.

Section 2. The opening of schools in September will require a work schedule for Custodial Personnel on a staggered three (3) shift basis. The hours for these shifts will be the same as those specified in the contract except that the Group Leaders' hours will be adjusted during the week to provide for building inspection time on Saturday and Sunday in the same manner as explained in Section 1 of this Appendix.

The work schedules shall be as presented on the following pages:

## PERSONNEL ROSTER

POSITION	SHIFT	HOURS
<b><u>Judson School</u></b>		
Group Leader	First	6:00a.m. to 2:00p.m.
Custodian	Second	2:30p.m. to 10:30 p.m.
Custodian	Second	2:30p.m. to 10:30 p.m.
<b><u>Polk School</u></b>		
Group Leader	First	6:00 a.m. to 2:00p.m.
Custodian	Second	2:30p.m. to 10:30 p.m.
Custodian	Second	2:30p.m. to 10:30 p.m.
<b><u>Swift Jr. High</u></b>		
Group Leader	First	6:00 a.m. to 2:00p.m.
Custodian	First	10:00 a.m. to 6:00 p.m.
Custodian	Second	2:30p.m. to 10:30 p.m.
Custodian	Second	2:30p.m. to 10:30 p.m.
Custodian	Second	2:30p.m. to 10:30 a.m.
Custodian	Second	2:30p.m. to 10:30 a.m.
Custodian	Third	5:00p.m. to 1:00 a.m.
Custodian	Third	5:00p.m. to 1:00 a.m.
<b><u>John Trumbull</u></b>		
Group Leader	First	6:00 a.m. to 2:00p.m.
Custodian	First	6:00 a.m. to 2:00p.m.
Custodian	Second	2:30p.m. to 10:30 p.m.
Custodian	Second	2:30p.m. to 10:30 p.m.
Custodian	Second	2:30p.m. to 10:30 p.m.
Custodian	Third	5:00p.m. to 1:00 a.m.
Custodian	Third	5:00p.m. to 1:00 a.m.
<b><u>Senior High School</u></b>		
Group Leader	First	6:00a.m. to 2:00p.m.
Custodian	First	8:00a.m. to 4:00p.m.
Custodian	First	10:00 a.m. to 6:00 p.m.
Custodian	Second	2:00p.m. to 10:00 p.m.
Custodian	Second	2:00p.m. to 10:00 p.m.
Custodian	Second	2:00p.m. to 10:00 p.m.
Custodian	Third	5:00p.m. to 1:00 a.m.

Custodian	Third	5:00p.m. to 1:00 a.m.
Custodian	Third	5:00p.m. to 1:00 a.m.

### Maintenance

Carpenter	First	7:00 a.m. to 3:00 p.m.
Courier	First	7:00 a.m. to 3:00 p.m.
General	First	6:00 a.m. to 2:00 p.m.
General	First	6:00 a.m. to 2:00 p.m.
General	First	6:00 a.m. to 2:00 p.m.

### Swimming Pool\*

Pool Maintenance	Second	2:00p.m. to 10:00 p.m.
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### Split Shift- Polk/Judson

Polk/Judson Schools	1:30 p.m. to 9:30p.m.
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\*Hours of the pool maintenance personnel during the summer months, from the end of formal classes in June until the beginning of the new school year in September, shall be governed by the requirements of the pool schedule. Generally speaking the men will work from 7:00 a.m. to 3:30p.m.

### IT Department

Lead Network Coordinator	8:00 a.m. to 4:00p.m. with a $\frac{1}{2}$ -hour paid lunch
Network Coordinator I	8:00 a.m. to 4:00p.m. with a $\frac{1}{2}$ -hour paid lunch
Network Coordinator II	1:00 p.m. to 9:00 p.m. with a 1- hour unpaid lunch

## **LETTER OF UNDERSTANDING REGARDING TEMPORARY SUBSTITUTES**

The Board may hire temporary substitutes for custodial positions to cover positions that are temporarily vacant due to the illness, injury, vacation or other leave of absence of regular bargaining unit members. Temporary substitutes may be employed for the duration of the absence of the regular bargaining unit member.

The hourly rate of pay temporary substitutes shall be set at the Board's discretion but in no event shall such rate of pay exceed Step 1 of the applicable wage scale.

Temporary substitutes shall not be entitled to any fringe benefits, including but not limited to sick or other leaves of absence, holidays, vacation, insurances, pension, etc. nor shall they be covered by any other provision of this Agreement.

The retention of such employees shall be at the sole discretion of the Board except as limited herein. No such employee shall be guaranteed employment if a regular position becomes available. However if such employee is hired into a regular position, he/she shall serve the probationary period set forth in this Agreement and his/her seniority shall be determined by the date of hire into a regular position.

Temporary substitutes employed to cover an absence that is anticipated to or does exceed thirty (30) consecutive days shall be required to pay regular Union dues or an Agency Fee after the thirtieth consecutive day of employment.

This letter of Understanding shall not apply to or impact upon the Board's hiring of seasonal employees per prior practice.

## **APPENDIX B SALARY SCHEDULE**

2018-19			2019-20		
1.00% (GWI)			1.00% (GWI)		
<b>CUSTODIAL - FIRST SHIFT</b>					
Step	Hourly	Daily	Hourly	Daily	
1	\$21.52	\$172.16	\$21.74	\$173.92	
2	\$22.26	\$178.08	\$22.48	\$179.84	
3	\$22.90	\$183.20	\$23.13	\$185.04	
<b>CUSTODIAL - SECOND SHIFT</b>					
Step	Hourly	Daily	Hourly	Daily	
1	\$21.89	\$175.12	\$22.11	\$176.88	
2	\$22.58	\$180.64	\$22.81	\$182.48	
3	\$23.27	\$186.16	\$23.50	\$188.00	
<b>CUSTODIAL - THIRD SHIFT</b>					
Step	Hourly	Daily	Hourly	Daily	
1	\$22.01	\$176.08	\$22.23	\$177.84	
2	\$22.73	\$181.84	\$22.96	\$183.68	
3	\$23.37	\$186.96	\$23.60	\$188.80	
<b>GROUP LEADER</b>					
Step	Hourly	Daily	Hourly	Daily	
H.S.	\$25.35	\$202.80	\$25.60	\$204.80	
M.S.	\$25.19	\$201.52	\$25.44	\$203.52	
Elem.	\$25.05	\$200.40	\$25.30	\$202.40	
<b>MAINTENANCE - GENERAL</b>					
Step	Hourly	Daily	Hourly	Daily	
1	\$22.97	\$183.76	\$23.20	\$185.60	
2	\$23.78	\$190.24	\$24.02	\$192.16	
3	\$24.53	\$196.24	\$24.78	\$198.24	
<b>MAINTENANCE-CARPENTER</b>					
Step	Hourly	Daily	Hourly	Daily	
1	\$23.96	\$191.68	\$24.20	\$193.60	
2	\$24.67	\$197.36	\$24.92	\$199.36	
3	\$25.36	\$202.88	\$25.61	\$204.88	

		2018-19 1.00% (GWI)		2019-20 1.00% (GWI)	
<b>MAINTENANCE - POOL - DAYS</b>					
Step		Hourly	Daily	Hourly	Daily
1		\$23.24	\$185.92	\$23.47	\$187.76
2		\$24.02	\$192.16	\$24.26	\$194.08
3		\$24.83	\$198.64	\$25.08	\$200.64
<b>MAINTENANCE - POOL - NIGHTS</b>					
Step		Hourly	Daily	Hourly	Daily
1		\$23.14	\$185.12	\$23.37	\$186.96
2		\$23.99	\$191.92	\$24.23	\$193.84
3		\$24.59	\$196.72	\$24.84	\$198.72
<b>MAINTENANCE TECHNICIAN</b>					
Step		Hourly	Daily	Hourly	Daily
1		\$26.46	\$211.68	\$26.72	\$213.76
<b>LEAD NETWORK COORDINATOR</b>					
Step		Hourly	Daily	Hourly	Daily
1		\$36.02	\$288.16	\$36.38	\$291.04
2		\$36.38	\$291.04	\$36.74	\$293.92
3		\$36.74	\$293.92	\$37.11	\$296.88
<b>NETWORK COORDINATOR I</b>					
Step		Hourly	Daily	Hourly	Daily
1		\$28.47	\$227.76	\$28.75	\$230.00
2		\$28.75	\$230.00	\$29.04	\$232.32
3		\$29.05	\$232.40	\$29.34	\$234.72
<b>NETWORK COORDINATOR II</b>					
Step		Hourly	Daily	Hourly	Daily
1		\$27.12	\$189.84	\$27.39	\$191.73
2		\$27.38	\$191.66	\$27.65	\$193.55
3		\$27.66	\$193.62	\$27.94	\$195.58

Step 1 - Starting Rate

Step 2 - Rate after six (6) months

Step 3 - Rate one year after hire

There will be a Wage and Medical Benefit reopeners on July 1, 2020.

BOARD OF EDUCATION  
10 DeForest Street  
Watertown, CT 06795

Telephone: (203) 274-5411

May 22, 1978

Mr. Allen Dwyer, President  
Local 1049, Council #4  
American Federation of State, County and Municipal Employees  
Watertown, CT 06795

Dear Mr. Dwyer:

The Watertown Board of Education agrees that it will not contract out bargaining unit work during the life of the contract.

Sincerely yours,

Virginia W. Slavin, Chairman  
Watertown Board of Education

**LETTER OF UNDERSTANDING REGARDING  
STUDY OF INFORMATION TECHNOLOGY DEPARTMENT**

Representatives from the Board and the Union shall meet periodically outside of the collective bargaining context to engage in nonbinding discussions regarding the job responsibilities of the IT Department. These discussions shall not be subject to the Municipal Employee Relations Act and shall not trigger any midterm bargaining obligations under Conn. Gen. Stat. § 7-473c(b). The discussions shall take place at mutually agreeable times and locations.