

4/24/20

AGREEMENT

BETWEEN

**COMMUNICATIONS WORKERS OF AMERICA,
AFL-CIO, LOCAL 1103**

and

WEST HAVEN BOARD OF EDUCATION

JULY 1, 2019 through JUNE 30, 2023

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AGREEMENT

[1]

This Agreement is made by and between the West Haven Board of Education (hereinafter referred to as the "Board" or "Employer" and the Communications Workers of America, AFL-CIO (hereinafter referred to as the "Union") shall become effective upon ratification and approval, unless otherwise stated.

ARTICLE I - MANAGEMENT RIGHTS

[2]

Except where such rights are specifically relinquished, abridged or otherwise limited herein, the Employer will continue to retain, whether or not exercised, all the rights, powers and authorities generally vested in management, including but not limited to the sole and unquestioned responsibility and prerogative to manage the affairs of the West Haven Board of Education and to direct its work force, including but not limited to:

- (a) Determining the hours and methods of operation;
- (b) Establishing or continuing policies, work rules, practices and procedures for the conduct of the Employer's business and, from time to time, to change or abolish such policies, practices or procedures;
- (c) Discontinuing processes or operations or to discontinue their performance by employees;
- (d) Selecting and determining the number and types of employees required to perform the Employer's operations;
- (e) Laying off, furloughing or otherwise relieving employees from duty for lack of work or other legitimate reasons;
- (f) Creating job descriptions and revising existing job descriptions as the Employer deems necessary provided that the Employer shall provide the Union with thirty (30) days advance written notice of its intention to revise a job description or create a new job description during which 30 day period the Union may request to discuss such changes prior to implementation. Upon request the Employer shall bargain with the Union concerning the impact which any significant change in job duties may have on employees' wages, hours and other terms and conditions of employment; and
- (g) Establishing contracts and subcontracts for the Employer's operations. All work customarily performed by the bargaining unit shall continue to be so performed unless, in the sole judgment of the Employer, it can be done more economically, effectively or more expeditiously otherwise. In the event that the Employer decides to exercise its right to subcontract or privatize one or more aspects of its operations, it shall notify the Union. The Employer shall have the right to subcontract or privatize any aspect of its operations; provided no bargaining unit member employed

by the Employer as of date of signing of this Agreement, shall lose his or her job or suffer a reduction in hours as a result thereof.

ARTICLE II - RECOGNITION

[3]

The Employer hereby recognizes the Union as the exclusive collective bargaining representative for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment for all of the employees who are permanent full-time, regular, classified employees and all temporary employees substituting for bargaining unit members for more than thirty (30) days and are included in the collective bargaining unit as determined by the Recognition Agreement entered into on August 29, 1983 for the Supervisory Unit and July 1, 1986 for the Secretarial Unit.

[4]

Notwithstanding the above, the Parties agree as follows:

The Director and Assistant Food Service Director shall be eliminated and removed from the bargaining unit. They shall be offered earlier retirement incentive pursuant to a separate Memorandum of Understanding between the Parties.

[5]

The Personnel Director shall assume responsibility for processing grievances (including CWA grievances) up to the first step in the grievance procedure provided said grievances are not disciplinary, and shall assist with collective bargaining negotiations with the exception of CWA negotiations. The Board agrees that for the life of the contract it will not seek to remove the position from the bargaining unit.

The job description for the positions of Executive Secretary for the Business Office, Bookkeeper and Benefits Coordinator shall be amended to include assisting with performing each other's duties when work demands and/or absences requires such.

The position of Benefits Coordinator, presently an AFSCME position, shall be added to the bargaining unit and placed in the same wage category as Executive Secretary.

ARTICLE III - DEFINITIONS

[6]

The terms hereinafter set forth shall have the following meanings:

1. "Union" shall mean the Communication Workers of America, AFL-CIO.
2. "Employer" shall mean the West Haven Board of Education.
3. "Employee" shall mean a member of the bargaining unit represented by the Union.
4. "Regular Full-Time Employee" shall mean an employee normally scheduled to work at least a five (5) day week totaling at least thirty-five (35) hours.

5. "Part-time Employee" shall mean an employee normally scheduled to work less than thirty-five (35) but at least twenty (20) hours.

ARTICLE IV - [RESERVED]

[7]

ARTICLE V - SENIORITY

[8]

Section 1

Seniority as used in this Agreement shall mean the date of hire in the Supervisory Unit and shall be used for the purpose of determining promotions, layoff and recall.

Section 2

Seniority as used in this agreement shall mean the date of hire for all current Secretarial members and shall be used only for the purpose of determining vacation selections and recall prior to the Employer hiring new employees. After July 1, 2001, seniority for any new Secretarial member shall mean date of hire in the CWA Secretarial Unit.

ARTICLE VI - GRIEVANCE PROCEDURE

[9]

Section 1

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

Section 2

A grievance, for purposes of this procedure, shall be considered to be an employee or Union complaint concerned with matters contained in this Agreement dealing specifically with:

- (a) Discharge, suspension or other disciplinary action;
- (b) Matters relative to the interpretation and application of the articles and sections of this Agreement.

Section 3

Any dispute of grievance shall be handled as follows:

Step 1: The employee, or the Union Steward, with or without the employee, shall take up the grievance dispute with the employee's immediate Supervisor within ten (10) days of the event which gave rise to the grievance or knowledge of the event which with reasonable diligence could have been ascertained. The supervisor shall attempt to adjust the matter and shall respond to the Steward within three (3) working days.

Step 2: If the grievance has not be settled, it shall be presented in writing by the Union President/or designee to the Superintendent of Schools or his representative, within seven (7) days after the supervisor's response.

The Superintendent of Schools, or his representative shall respond to the Union President/or designee in writing within three (3) working days.

Step 3: If the grievance still remains unadjusted, it shall be presented by the Union President/or Designee to the Board of Education in writing within seven (7) days after the response of the Superintendent of Schools or his representative. The Board shall respond in writing to the Union President/or Designee within five (5) working days after the next scheduled meeting of the Board of Education.

Step 4: Time limits provided for herein may be extended by written agreement of the parties.

ARTICLE VII - ARBITRATION PROCEDURE

[10]

Section 1

In the event the Employer and the Union fail to settle a grievance which has been properly processed through the grievance procedure provided herein, the Union, may within thirty (30) calendar days after receiving the Employer's Step 3 answer, and with written notice to the Employer, submit the grievance to arbitration. Within thirty (30) days of receipt of a notice of arbitration the parties shall attempt to agree upon the selection of an arbitrator; in the event the parties are unable to agree within said thirty (30) days, either party may request the Connecticut State Board of Mediation and Arbitration to submit a panel of arbitrators in accordance with its rules. The submission shall specify the issue raised by the grievance, the nature of the grievance and the award requested.

Section 2

The jurisdiction and authority of the arbitrator and his/her award shall be confined to the interpretation of the provision or provisions of this Agreement in dispute between the Union and the Employer. The arbitrator shall have no authority to modify, amend, revise, add to or subtract from any of the terms of this Agreement.

Section 3

The award of the arbitrator shall be final and binding upon all parties to this Agreement.

Section 4

Expenses, including the fees and expenses of the arbitrator, shall be borne and divided equally between the Employer and the Union.

ARTICLE VIII - SICK LEAVE

[11]

Section 1

Sick leave as used in this Agreement is defined as absence from work as a result of a bona fide illness or injury.

Section 2

Employees shall receive leave with full pay for sickness at the rate of 1.25 days per month for maximum of fifteen (15) days per year (12 days for employees working less than twelve (12) months per year). Said leave may accumulate to a maximum of 90 days; however, employees who have accrued in excess of 90 days as of September 1, 1994, shall be entitled to accrue up to the number of days he/she has accrued as of September 1, 1994, provided should the employee's accrual drop to a lesser amount, that amount shall become the maximum permitted to be accrued hereunder.

Section 3

An employee who is out as a result of a bona fide sick day shall be paid at his straight time hourly rate of pay.

Section 4

In the event of abuse of sick leave privileges, the Employer may require a statement from an attending physician.

[12]

Section 5

Employees who are absent for five (5) or more consecutive working days may be requested by the Employer to submit a statement from a physician stating the reason for the absence to support the claim for sick leave. Failure to submit such statement when requested shall result in forfeiture of any sick pay.

Section 6

Any medical or physical examinations required by the Employer for purposes of continued employment other than those outlined in Section 4 shall be provided at the expenses of the Employer.

[13]

Section 7

Up to 45 days of accumulated sick leave may be taken by a retiring employee immediately preceding their retirement date. The payout shall be at the rate in effect on the date the accrued days were earned. If an employee has more than 45 days as of the date of retirement, the most recently accrued days shall be used to calculate the payment. Any employee who has 90 or more days accrued as of September 1, 1994, shall also be entitled to 50% of the days above 90, up to 15 additional days, for a maximum of 60 days payout. Such accumulated sick pay may also, at the discretion of the employee, be taken in a lump sum but must be taken within the fiscal year for which the funds have been budgeted. It is recognized that an employee will be required to project their retirement date so that accumulated sick leave pay will not extend beyond the fiscal year in which the member retires. In case of an employee's death, payment for accumulated sick days will be made to the employee's surviving spouse or estate.

Section 8

The Employer shall make available to each employee who desires the information a current balance of accumulated sick leave.

Section 9

Any employee covered by this Agreement who has a term of employment of ten (10) or more years and leaves the employment of the West Haven Board of Education for reasons other than those described in Section 7, and who has not been terminated for disciplinary reasons, shall be reimbursed for 50% of the amount the employee would have been entitled to receive under Section 7 had he/she been eligible to retire.

Section 10

Any employee shall have the right to transfer any number of hours from his/her accumulated sick leave or vacation time to another employee, if the recipient employee is out due to a prolonged sickness or injury and has exhausted his/her accumulated sick leave and vacation time, subject to the approval of the Board of Education. Said approval not to be withheld if it is a reasonable request.

Section 11

The Board may terminate any employee who, as a result of an illness or injury (other than a work related illness or injury), and after having exhausted any and all available sick leave, vacation, personal days and sick bank, fails to return to work after one (1) calendar year of having exhausted all such leaves. Nothing herein shall be deemed as a waiver of any rights the employee may have under state or federal law.

ARTICLE IX - MILITARY LEAVE

[14]

Section 1

A regular employee who is called into active military service shall be given an unpaid leave of absence for such mandatory period of service and will be reinstated in accordance with applicable statutes in effect on the date of their application for reinstatement if said application is filed within thirty (30) days of their release from duty.

Section 2

An employee who is a member of the National or Air Guard, or a reserve component of the Armed Forces, will be granted absence when ordered to duty for annual training or emergency service, and for such time lost from their scheduled work week, paid the difference between their regular rate of pay for a maximum period of two (2) weeks per calendar year, computed on the basis of their normal work week, and all of the pay and allowance received for such military duty. Presentation of completed orders bearing an endorsement showing all payments received will be required before reimbursement.

ARTICLE X - COURT APPEARANCES/JURY DUTY

[15]

Section 1

Required time off without loss of compensation shall be granted for employee's court appearances in matters arising out of their employment where the employee's interests are not contrary to those of the Board of Education. This is intended to include subpoenaed court appearances not involving the employee's personal arrests or interests.

Section 2

Any employee called for jury duty will receive the difference in compensation beyond their regular pay and jury duty pay. The employee shall report immediately to their supervisor when petitioned for jury duty, and shall cooperate should the Superintendent determine a request for an excuse or postponement from jury duty be obtained.

In such cases the employee shall immediately bring the original jury duty summons to the Superintendent's Office for processing.

ARTICLE XI - BEREAVEMENT LEAVE

[16]

Section 1

In the event of a death in an employee's immediate family, an employee will be permitted up to five (5) working days off at his regular rate of pay for the purpose of attending the funeral and providing for matters incident to the death. Additional time may be granted by the Employer upon request by the employee.

Section 2

For the purpose of this Article, the immediate family shall include the following relatives: mother, father, wife, husband, daughter, son, sister, brother, mother-in-law, father-in-law, grandmother, grandfather, step-mother, step-father, step-child, grandchild. In the event of a death occurring to an aunt, uncle, nephew, niece, brother-in-law, or sister-in-law an employee will be permitted up to one (1) working day off at their regular rate of pay. Additional time off shall be granted at the sole discretion of the Superintendent and handled on a case by case basis depending on the circumstances.

Section 3

In the event of a death occurring to one to whom an employee owes special respect and whose funeral attendance is expected, time will be allowed for the employee to attend the funeral services, permission to be granted at the discretion of the supervisor or Superintendent of Schools.

ARTICLE XII - LEAVE OF ABSENCE

[17]

Section 1

An employee may apply for and be granted a legitimate leave of absence for a period of one (1) year subject to approval of Superintendent or Board. Any leave of absence shall not be deducted from their service.

Section 2

All leaves of absence shall be without pay.

Section 3

Leave of absence shall be terminated and continuity of service broken if an employee accepts employment elsewhere.

ARTICLE XIII - LAYOFF AND RECALL

[18]

Section 1

In the event the Employer decreases the work force in the bargaining unit, employees shall be laid off in inverse order of their seniority within the affected classification. An employee affected by a layoff may bump an employee with less seniority, provided he/she is capable of performing the duties of the classification she/he is bumping into.

[19]

Section 2

The Employer will give employee(s) affected at least four weeks advance notice of layoff, or at the employee's option, two weeks severance pay.

[20]

Section 3

Employee(s) will be recalled from layoff in inverse order of their layoff when work becomes available. Employees shall have the right to be recalled for eighteen (18) months from date of layoff.

[21]

Section 4

Any employee(s) on layoff shall be offered re-employment prior to the Employer hiring new employee(s).

ARTICLE XIV - PROBATIONARY PERIOD

[22]

Section 1

All new employees shall serve a probationary period of sixty (60) regularly scheduled work days. The Employer may terminate the employment of such employees for any reason without recourse to the grievance procedure. However, said employees or the Union may discuss said termination with the Board or its designee. Notwithstanding the foregoing, the Employer may terminate any temporary substitute without cause and without recourse to the grievance and arbitration provision in Article VI of this Agreement, even if his/her employment continues past sixty (60) days.

ARTICLE XV - WORK IN HIGHER CLASSIFICATION

[23]

If an employee, due to another employee's illness, vacation, jury duty, or a leave, is assigned to a position paying a higher salary for a period in excess of thirty (30) continuous working days, that employee shall receive the higher of the two rates after thirty (30) working days.

ARTICLE XVI - HOLIDAYS

[24]

Section 1

The following holidays shall be observed as days off with pay:

Independence Day
 Labor Day
 Columbus Day
 Veteran's Day
 Thanksgiving Day and day
 following

Christmas Day
 New Year's Day
 Martin Luther King's Day
 Good Friday
 Memorial Day

Two (2) floating holidays shall be determined when the Board of Education Administration Building is closed.

When a holiday falls on a Sunday the following Monday shall be observed as a holiday. When a holiday falls on a Saturday, the day shall be determined when the Board of Education Administration Building is closed.

Section 2

The Employer shall pay each employee for each designated holiday their straight time hourly rate of pay.

ARTICLE XVII - VACATIONS

[25]

Section 1

Each employee shall receive a vacation in accordance with the following schedule:

<u>Service Completed</u>	<u>Vacation Earned</u>
6 months	1 week
1 year	2 weeks
6 years	2 weeks & 1 day
7 years	2 weeks & 2 days
8 years	2 weeks & 3 days
9 years	2 weeks & 4 days
10 years	3 weeks
15 years	4 weeks
21 years	5 weeks

The service year shall run from July 1st until June 30th. Vacation schedule must be approved in advance by the Administration.

[26]

The Board reserves the right, with respect to the fifth week of vacation due any employee with over twenty years of service completed, to require such employee to accept a week's salary at regular time in lieu thereof. The Board shall advise any such employee of its intention to exercise such right at the time of its approval of such employees' vacation schedule.

[27]

Vacation time not taken may be carried over for one year or the employee may be paid at a per diem rate of that individual's salary at the discretion of the Superintendent.

[28]

Employees previously working on a 10 or 11 month schedule will have those years of service prorated (10/12 or 11/12) and added to the vacation earned computation.

ARTICLE XVIII - UNION ACTIVITIES

[29]

Section 1

Three (3) Union members shall be allowed to attend official Union conferences, Conventions, Steward Training, Officer Training, without loss of pay during the length of this Agreement up to a total maximum of nine (9) days per year. Additional hours/days with or without pay may be taken with the approval of the Superintendent.

Section 2

No more than three employees designated by the Union shall be allowed the necessary time off without loss of pay for the purpose of contract negotiations; no more than one from any single department.

Section 3

In all of the above, reasonable prior notifications of said leave shall be given to the Superintendent and in any case shall not seriously disrupt the operation of the department from which the person has requested time off.

ARTICLE XIX - HOURS OF WORK

[30]

Section 1

The hours of work for Supervisory employees covered by this Agreement shall be 2,080 hours for 12 month employees and 1,560 hours for 10 month employees.

Twelve month Secretarial employees shall work five (5) seven and one-half (7-1/2) hour days, Monday through Friday inclusive except thirty-five (35) hour weeks during the summer months and school vacations. They shall observe the following work hours: 8:00 a.m. to 4:00 p.m. with thirty minutes for lunch during seven and one-half (7-1/2) hour days, 8:00 a.m. to 3:30 p.m. with thirty (30) minutes for lunch during the thirty-five (35) hours week in the summer months and during school vacation periods.

Section 2

When an employee in the bookkeeper or executive secretary classifications is required to perform duties for the Employer in excess of their normal work day or normal work week, the employee shall be granted, at their choice, compensatory time off or pay equal to one and one-half (1-1/2) hours for each hour worked. Five (5) days of earned compensatory time may be carried into the next month; any additional time must be taken within thirty (30) days from the date earned. If not used within 30 days it shall be converted to pay. The maximum earned compensatory time that may be accumulated and carried over at any time cannot exceed five (5) days. The Superintendent or his/her designee must approve of the five (5) days compensatory time carried over thirty days. There will be no exceptions allowed; maximum compensatory days that can be accumulated and carried over with the Superintendent's or his/her designee approval are five (5) days.

As for all other positions in the bargaining unit, with the exception of non-clerical employees, there will be no compensatory time or other overtime, except in the case where such employees work in excess of ten (10) continuous hours in a single day, in which event he/she will be entitled to compensatory time or pay equal to one and one-half (1 ½) hours for each hour worked over ten (10) continuous hours in a single day. Non-clerical employees shall be eligible for compensatory time after eight (8) hours, rather than ten (10) hours. Five (5) days earned compensatory time may be carried into the next month. Any additional time must be taken within thirty (30) days from the date earned or be converted to pay. The maximum earned compensatory time that may be accumulated and carried over at any time cannot exceed five (5) days. The Superintendent or his/her designee must approve of the five (5) days compensatory time carried over thirty (30) days. There will be no exceptions allowed. The maximum compensatory days that can be accumulated and carried over, with the Superintendent's or his/her designee's approval, is five (5) days. All callbacks are at a minimum of three (3) hours at time and one-half (1 ½).

[31]

Section 3

An employee must make every effort to reach the Superintendent or his/her designee for prior authorization for all overtime and/or compensatory time. If for any reason an employee is unable to reach the Superintendent or his/her designee for prior approval, the employee shall leave a message on their voice mail, and call the office the next business day to verify approval. The machine will record the date and time call was placed. The Superintendent or his/her designee must authorize all overtime, other than an emergency, in advance. Compensatory time or overtime slips for time earned must be submitted in writing within twenty-four (24) hours of next business day of the time earned for the written approval of the Superintendent or his/her designee. Failure to submit time sheets as indicated may result in denial of request.

Compensatory time or overtime is only for preapproved time or an emergency where approval could not be obtained.

Section 4

If any provision of this Article contravenes state or Federal law, then to the extent it so contravenes

it, the law and not this Article shall prevail.

Section 5

In cases of snow emergency or other Acts of God, the Employer, upon reasonable notice shall be entitled to vary the affected Employees normal workday from their regular hours of employment to other hours so designated during the period of such emergency.

The following positions shall be considered non-essential in the case of a state of emergency declared by the governor, and in lieu of reporting to work, may use any available personal days, compensatory time or vacation time: Executive Secretaries, Personnel Director, Computer Support Specialist, Board Secretary.

Section 6

If any employee is required to work on Saturday or Sunday they shall be granted compensatory time off equal to time and one-half (1 ½) for the hours worked, as per Section 1 and 2.

Section 7

If any employee is required to work on a Holiday they shall be granted compensatory time off at one and one-half (1 ½) times the hours worked in addition to the Holiday pay, as per Section 1 and 2.

Section 8

Overtime records on each employee shall be maintained to assure distribution of overtime to be issued as equally as possible within the department.

Section 9

There shall be no pyramiding of overtime or compensatory time.

ARTICLE XX - INSURANCE BENEFITS

[32]

The Board shall provide the following health insurance plan for employees and their eligible dependents (an eligible dependent for purposes of this Article shall include spouse and dependents up to age 26):

[33]

Section 1

Effective July 1, 2020 the plan offered to all eligible employees and their eligible dependents shall be a high deductible health plan (HDHP) with \$2,000/\$4,000 deductibles; post-deductible prescription co-payments set forth below; out-of-network co-insurance of 20%; and out-of-pocket maximums of \$4,000/\$6,800. The Board shall contribute 50% of the deductible into a health

savings account (HSA), funded one-half in July and one-half in January, each year.

In the event the Board should decide to switch to the Connecticut State Partnership Plan, members of this bargaining unit shall be included and that Plan shall be offered in lieu of the HDHP/HSA.

[34]

[35]

Section 2

Managed pharmacy network (standard commercial version), with the following co-payments:

- \$5 generic; \$20 brand (preferred); \$35 brand (non-preferred)
- Step therapy
- 2x co-pay for mail order
- Refill too soon
Up to 90% of med needs to have been used before refill (depends on days supply dispensed)
- Quantity/dosage limits
Certain medications will be limited to quantities recommended to maintain clinically appropriate utilization and administration.
- Mandatory Generic
Prior authorization will be needed by physician to APM for approval; provided, however DAW rule does apply.

Day Supply for 3 tier:

Retail: 30

Mail Order: 90

(2 co-pays 31-90 days)

[36]

Section 3

Blue Cross Full Service Plan for Dental Care and Riders A, B, C and D, and Special Dependent Rider.

[37]

Section 4

Blue Shield Vision Care endorsement 98.

[38]

Section 5

Group Life Insurance - Board agrees to provide each employee with group life insurance in the amount of \$50,000. All costs shall be at the Board's expense. An individual may increase the

coverage to the amount of their salary at the employee's own expense subject to underwriting.

[39]

Section 6

The Board shall provide long term disability coverage for employees from a company of the Board's choosing, which policy shall commence paying benefits after 90 days of non-occupational related illness or disability. The plan shall provide replacement wages of 66 2/3% based on the wage rate applicable at the outset of the disability, subject to a social security disability offset. Benefits shall continue until the earlier of the employee's failure to continue to meet eligibility requirements, and age 65, and shall include such other terms and conditions as are typically included in such policies.

[40]

Section 7

Substitution of Insurance Carriers - The Employer reserves the right to change insurance carriers or provide self-insurance at any time from those stated in this Article provided that the benefits and services shall be comparable to those provided in this Article and provided that the Employer notifies the Union of any such change in coverage.

[41]

Section 8

The Board agrees to pay each employee who agrees to waive all of the insurance benefits provided in Sections 1, 2, 3, 4 and 5 Two Thousand (\$2,000.00) annually.

[42]

Section 9

Employees shall contribute towards the cost of the above insurances, via payroll deduction, as follows:

- | | | |
|-----|------------------------|-----|
| (a) | Effective July 1, 2019 | 15% |
| (b) | Effective July 1, 2020 | 15% |
| (c) | Effective July 1, 2021 | 17% |
| (d) | Effective July 1, 2022 | 18% |

ARTICLE XXI - TRANSPORTATION/CAR ALLOWANCE

[43]

Section 1

The Employer shall supply vehicles to employees as determined by the Employer as needed in their duties.

In the event the Employer is unable to furnish vehicles and the employee is required to use their own vehicle in the course of employment, as determined solely by the Employer, then the employee will receive a Transportation/Car Allowance.

An employee not covered by the above who is required to use their own car in the course of employment, shall receive mileage reimbursement at the current I.R.S. mileage rate, upon the presentation of bona fide receipts for same.

ARTICLE XXII - DEDUCTION OF UNION DUES

[44]

Section 1

The Employer agrees to deduct from the weekly wages of each employee, who in writing so authorize such deduction, the amount of weekly Union dues and initiation fee as certified to the Employer by the Secretary-Treasurer of the Union.

Section 2

Deductions shall be remitted by the Employer to the Secretary-Treasurer of the Union by the fifteenth (15th) of the month following such deduction and the Employer shall furnish the Union with a record of each deduction showing the amount and the employee from who such deduction was made.

Section 3

The Employer's obligation is limited solely to making such deduction, if amount of wages permit, and such obligation shall cease at the time the employee is terminated or laid off for lack of work. The Union agrees to hold the Board of Education harmless with regard to the collection of said dues.

ARTICLE XXIII - LONGEVITY

[45]

Section 1

Any longevity payments shall be based on the following formula and shall be in effect throughout the life of this Agreement:

Longevity

Annual longevity payments shall be based on the following formula for all employees.

	Cumulative
Employees who have completed 8 years of continuous service shall receive	\$825.00

Employees who have completed 13 years of continuous service shall receive an additional	\$500.00 to (1)
Employees who have completed 18 years of continuous service shall receive an additional	\$500.00 to (1) & (2)
Employees who have completed (25) years of continuous service shall receive an additional	\$625.00 to (1) & (2) and (3)

All longevity payments are cumulative.

Section 2

Longevity payment shall be made in one lump sum in separate paycheck with the first paycheck in December, of the Fiscal Year during which the necessary years of service with the school system have been attained, and thereafter annually in accordance with the formula.

ARTICLE XXIV - EDUCATION ASSISTANCE

[46]

In the event the employee is required by the Superintendent or the Board of Education to take courses, then the Board will reimburse the Employee for the cost of those courses.

ARTICLE XXV - RETIREMENT

[47]

Section 1

The normal retirement for employees covered by this Agreement shall be 65 years of age with at least five (5) years of service.

[48]

Section 2

Employees covered in this Agreement shall be eligible for early retirement when they attain the age of 55 and have at least 10 years of service.

[49]

Section 3

Any employee covered by this Agreement who opts to take retirement as provided under Section 2 shall have health coverage paid by the Employer for the member only until the age of 65, subject to the retiree paying 50% of the cost of such coverage. Dependent coverage may be purchased under any non-self-insured plans at the retiree's cost. Notwithstanding the foregoing, the Board shall pay 100% of the cost for employees hired prior to October 1,

2005, and retiring before July 1, 2021.

[50]

Section 4

Any employee covered by this Agreement who retires under either Section 1 or Section 2 above shall be entitled to \$25,000 life insurance paid in full by the Employer.

[51]

Section 5

Subject to the rules and regulations of the insurance carriers, the Board will pay 50% of the cost of Blue Cross/Blue Shield Supplement to Medicare Parts A and B for the employee and eligible spouse, who retires under the terms of this article commencing at age 65. Dependent coverage may be purchased at the retiree's cost.

[52]

Section 6

Each bargaining unit employee shall be offered the opportunity to participate in the City of West Haven's 401 K Pension Plan. Said plan shall not be changed or modified without the concurrence of the membership of Local 1103. Employer's contribution shall be 5% and the employee's contribution shall be a minimum of 2% to a maximum of 20% - total contributions not to exceed 25%; provided, however, commencing July 1, 2006 the Employer will contribute 6% if the employee contribution is 6% or greater.

[53]

Section 7

Any employee hired prior to October 1, 2005 who retires under Section 2 shall be entitled to three payments of \$10,000, \$7,500 and \$5,000 in each succeeding year beyond their retirement date. The employee shall notify the employer if his/her pending retirement by April 1 of the year in which they shall retire. Employees hired on or after October 1, 2005, shall not be eligible for this benefit.

Notwithstanding the foregoing, members hired prior to October 1, 2005 and retiring before July 1, 2020 shall be entitled to three payments of \$10,000 rather than the amounts set forth above.

At age 65 all retired employees and spouses shall have coverage under Medicare Part B paid in full by the West Haven Board of Education.

ARTICLE XXVI - DISCIPLINE/DISCHARGE/DEMOTIONS

[54]

Section 1

During the term of their working agreement CWA members shall be subject to discharge or reduced in grade only for good and just cause, provided however, that the Board does not arbitrarily or capriciously call for their dismissal. The CWA member shall have the right to service of written charges, notice of hearing, and a fair hearing before the Board. At any such hearing the CWA member and any such other representatives, as may be appropriate shall attend.

Section 2

Where the District imposes, or intends to impose, discipline, it shall advise the employee of their right to have a Union Representative, as witness or as an advisor, during such meeting(s).

Section 3

The employee and/or the Union may request, and receive a copy of any recordings of a disciplinary meeting or charges made against the employee.

Section 4

Upon request and with reasonable notice, an employee shall have an opportunity to review and examine their personnel file. The Employer has the right to have such review and examination take place in the presence of a designated official. The Employer shall honor the request of an employee for one (1) copy, at the standard fee, of pertinent information from their file. If any material is placed in one's personnel file, a copy of such material must be sent to the employee who may then file a written response of reasonable length to be attached and retained with the material in question in their personnel file. Such a response must be received in the Superintendent's office within thirty (30) calendar days of receipt of the material.

ARTICLE XXVII - HEALTH & SAFETY

[55]

The Employer and the Union shall cooperate fully in matters contained in this Agreement having to do with safety, health and sanitary matters affecting the employees.

ARTICLE XXVIII - [RESERVED]

ARTICLE XXIX - NON-DISCRIMINATION

[56]

Neither the Employer or the Union shall discriminate against any employee because of race, religion, sex, age, color, national origin, or other class protected by law or political affiliation.

ARTICLE XXX - DISTRIBUTION OF CONTRACT

[57]

The cost of printing this Agreement shall be borne by the Employer. Each employee and any new employees shall be given a copy of this Agreement as soon as practicable.

ARTICLE XXXI - DURATION OF AGREEMENT

[58]

Section 1

This Agreement shall be effective as of July 1, 2019 and remain in effect through June 30, 2023.

[59]

Section 2

The parties shall submit to each other in writing no later than November 1, 2022, their proposals for renewal or modification of this Agreement. No more than fifteen (15) days after the receipt of such proposals, the parties will enter into negotiations with respect to such renewal or modification with the objective of completing negotiations by February 5, 2023, insofar as that may be practicable.

[60]

Section 3

During negotiations to develop any successor Agreement, each party shall provide the other, upon reasonable request and to the extent available, with any non-privileged information necessary to negotiations. Neither party shall be required to develop any information not in its possession. The requesting party may be charged a reasonable amount for the expense of extracting or reproducing the requested information.

[61]

Section 4

Either side may request a re-opening of any portion of this Agreement but only if both sides agree to such re-opening, will the results thereof be valid.

ARTICLE XXXII - WAGES

[62]

Effective July 1, 2019, there will be no change in the wage schedule in effect on June 30, 2019.
Effective July 1, 2020, there will be no change in the wage schedule in effect on June 30, 2020.
Effective July 1, 2021, the wage schedule in effect on June 30, 2021 shall increase by 1.00%.
Effective July 1, 2022, the wage schedule in effect on June 30, 2022 shall increase by 2.00%. The wage schedules for said years are attached hereto as Appendix B.

Employees not at the top scale of the wage schedule shall advance one step in the wage scheduled each year until they reach top step.

ARTICLE XXXIII - PERSONAL DAYS

[63]

Employee(s) shall be granted within the calendar year two (2) days for personal leave at their regular pay rate, request to be put in writing with reasonable notice, subject to approval of the Superintendent or his designee.

ARTICLE XXXIV - JOB RELATED INJURY

[64]

Section 1

Injury sustained in the performance of an employee's duties shall be treated in accordance with the provisions of the applicable Worker's Compensation Law.

[65]

Section 2

The Employer will supplement the weekly wages for up to six (6) calendar months, so that the total of the weekly Workers' Compensation benefit and the Employer's supplement is equivalent to the employee's weekly wage at the time of the injury.

[66]

Section 3

When it is a matter of a clearly realized Workers' Compensation case, the Employee shall not have time lost charged to his sick leave record, even as a temporary measure.

[67]

Section 4

The Board may terminate any employee who, as a result of a work related injury, has not worked for the Board for at least twelve months. Any temporary return to work within the 12 month period of less than 30 days shall not break the Employer's right to terminate. In the event of a termination under this provision, there shall be no recourse to the grievance and arbitration provision; provided, however, nothing herein shall be deemed as a waiver of any rights by the employee under any state or federal law.

ARTICLE XXXV - PROMOTIONS

[68]

Section 1

When the Employer determines that there is a vacancy in the bargaining unit, it will make its selection as follows.

Section 2

The Employer shall list the vacancy for a period of five (5) regularly scheduled working days on the Employer's bulletin boards.

Section 3

Any employee with seniority, who can qualify through testing and previous experience, may bid for the vacancy by submitting a job bid within the period the vacancy is posted.

Section 4

Selection will be based on ability. Where two employees are substantially the same in ability, seniority will govern.

Section 5

Normally an employee selected to fill a vacancy shall be placed in the vacancy within fifteen (15) working days after acceptance. Employees who are required to remain in their old jobs beyond the fifteen (15) working days will be paid the rate they would have earned in the new job or their actual hourly rate, whichever is higher.

Section 6

The Employer has the right to reject an application from an employee who has had two (2) classification changes under the provisions of this Article within a period of one (1) year.

Section 7

In the event there is no unit employee qualified, the Employer may hire from the outside.

Section 8

Any opening which, in the best judgment of the Employer, is of temporary nature, i.e., a job of less than thirty (30) working days' duration, will not be listed as a vacancy.

Section 9

When a vacancy exists within the Secretarial Unit, selection will be based on ability as determined exclusively by the Supervisor concerned. Section 1-8 of the above are not applicable to the Secretarial Unit.

ARTICLE XXXVI - RESIDENCY

[69]

Employees within this bargaining unit will not be required to live within the City limits.

ARTICLE XXXVII – ZIPPER CLAUSE

[70]

This Agreement is the entire agreement between the parties. All matters subject to collective bargaining between the parties have been covered in this Agreement. All benefits which bargaining unit employees enjoy are expressly contained in this agreement and any benefit or right not contained herein does not exist. Any and all side letters, memorandum of agreement, amendments and other written or oral agreements or assurances not expressly contained in this Agreement shall be invalid as of the effective date of this Agreement.

~~May~~ IN WITNESS THEREOF the parties have caused their names to be signed on this 4 day of ~~April~~, 2020.

WEST HAVEN BOARD OF EDUCATION

COMMUNICATIONS OF EDUCATION
WORKERS OF AMERICA, AFL-CIO

By: [Signature]
Chairman

By: [Signature]
CWA Representative

By: [Signature]
Superintendent of Schools

By: [Signature]
President, Local No. 1103

By: [Signature]
Vice President, Local No. 1103

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT is made by and entered into this ~~April~~^{July} 6 day of 2020 by the WEST HAVEN BOARD OF EDUCATION ("Board") and COMMUNICATION WORKERS OF AMERICA, AFL-CIO, LOCAL 1103 (the "Union") (the Board and the Union are hereinafter collectively referred to as the "Parties").

RECITALS:

- A. Article IV of the collective bargaining agreement (CBA) in effect for the period 2016-2019 was a Union Security provision which required the payment of union dues or an agency fee by bargaining unit members.
- B. Such provisions were found to be illegal in Janus v. AFSCME, thus have been deleted from the CBA covering the period 2019-23.

NOW, THEREFORE, the Parties agree as follows:

In the event Janus v. AFSCME is reversed by the Supreme Court, or Legislation is passed that allows for mandatory dues/service fees, the Parties agree that the language deleted from the CBA shall be reinstated to the extent permitted by any such decision/Legislation.

West Haven Board of Education

Communication Workers of America,
AFL-CIO, Local 1103

By



By



[71]

APPENDIX A

WAGES 2021-2022 (1% Increase)												
Step	1	2	3	9	10	11	12					
	Personnel Director	Director Of Bldgs & Grounds Food Service Director	Asst. Food Service Sports Complex Manager	Superv. Custodian Computer Support Specialist	Working Assistant Foreman	Executive Secretary Bookkeeper Career Center Manager***	Board Secretary 4 Hours per Day 12 months					
1	\$80,546.70	\$87,844.89	\$71,820.22	\$64,855.25	\$53,547.58	\$48,855.22	\$24,427.62					
2	\$81,975.16	\$89,508.36	\$73,171.65	\$66,071.54	\$55,820.97	\$51,128.60	\$25,564.30					
3	\$83,403.55	\$91,170.08	\$74,522.24	\$67,287.08	\$57,953.46	\$53,261.05	\$26,630.55					
4	\$84,831.94	\$92,830.52	\$75,872.98	\$68,502.76	\$60,081.63	\$55,389.23	\$27,694.62					
5	\$86,260.34	\$94,673.54	\$77,371.08	\$69,851.05	\$62,214.96	\$57,522.57	\$28,761.28					
6	\$87,688.77	\$96,341.28	\$78,727.04	\$71,071.40	\$64,348.72	\$59,656.35	\$29,828.18					
7	\$89,117.16	\$98,000.46	\$80,076.06	\$72,285.54	\$66,442.09	\$61,749.72	\$30,874.87					
8	\$90,545.59	\$99,663.03	\$81,428.19	\$73,502.42	\$68,465.03	\$63,772.40	\$31,886.34					
*** (185 work days/6.5 hrs per day)												
WAGES 2022-2023 (2% Increase)												

	1	2	3	9	10	11	12
Step	Personnel Director	Director Of Bldgs & Grounds Food Service Director	Asst. Food Service Sports Complex Manager	Superv. Custodian Computer Support Specialist	Working Assistant Foreman	Executive Secretary Bookkeeper Career Center Manager***	Board Secretary 4 Hours per Day 12 months
1	\$82,157.64	\$89,601.79	\$73,256.63	\$66,152.36	\$54,618.54	\$49,832.32	\$24,916.17
2	\$83,614.66	\$91,298.53	\$74,635.08	\$67,392.97	\$56,937.39	\$52,151.18	\$26,075.59
3	\$85,071.62	\$92,993.49	\$76,012.69	\$68,632.82	\$59,112.53	\$54,326.27	\$27,163.16
4	\$86,528.58	\$94,687.13	\$77,390.44	\$69,872.81	\$61,283.26	\$56,497.01	\$28,248.52
5	\$87,985.55	\$96,567.01	\$78,918.50	\$71,248.08	\$63,459.26	\$58,673.02	\$29,336.50
6	\$89,442.54	\$98,268.11	\$80,301.58	\$72,492.83	\$65,635.69	\$60,849.47	\$30,424.74
7	\$90,899.50	\$99,960.47	\$81,677.58	\$73,731.25	\$67,770.93	\$62,984.72	\$31,492.37
8	\$92,356.50	\$101,656.29	\$83,056.75	\$74,972.47	\$69,834.33	\$65,047.85	\$32,524.06

*** (185 work days/6.5 hrs per day)