

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
SOUTHINGTON BOARD OF EDUCATION
AND
SOUTHINGTON SECRETARIAL AND
FOOD SERVICE EMPLOYEES
NUTMEG INDEPENDENT PUBLIC SAFETY EMPLOYEES UNION

JULY 1, 2021 - JUNE 30, 2024

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This agreement is entered into by and between the Southington Board of Education, hereinafter referred to as the “Board” and Nutmeg Independent Public Safety Employees Union, hereinafter referred to as the “Union.”

**ARTICLE I
RECOGNITION**

Section 1.0

The Board recognizes the Union as the sole and exclusive bargaining agent for the purposes of collective bargaining on all matters of wages, hours of employment, and all other conditions of employment, within the meaning of Section 7-471(3) of the Municipal Employee Relations Act for all full-time Secretaries working twenty (20) hours or more per week; full-time Food Service employees working twenty (20) hours or more per week; and part-time Food Service employees working less than twenty (20) hours per week; excluding the Payroll Supervisor, Administrative Secretaries, the Food Services Director and the Food Services Secretary/Bookkeeper.

**ARTICLE II
UNION MEMBERSHIP**

Section 2.0

Neither the Board nor the Union will engage in any practice that discriminates against any employee in regard to hiring or tenure of employment or any terms or conditions of employment, which will encourage or discourage membership in any employee organization.

**ARTICLE III
PAYROLL DEDUCTIONS**

Section 3.0

The Board agrees to deduct from the pay of all its employees, who voluntarily authorize such deductions from their wages, such membership dues or initiation fees as specified by the Union.

Deductions will be made each pay period once authorization is given by the Union to the Payroll Department.

Section 3.1

The deductions as provided in Section 3.0 shall be remitted to the Union within fifteen (15) days, accompanied by a list of names of employees whose wages dues deductions have been made.

Section 3.2

The Union shall indemnify and save the Board harmless, including the payment of the Board's reasonable attorney's fees, from any and all claims, demands, legal actions or judgments arising out of the implementation of the provisions of this Article or Article II. Failure to indemnify or save the board harmless will void these Articles.

ARTICLE IV **SENIORITY, LAYOFF AND RECALL**

Section 4.0

- A. Seniority shall be defined as an employee's continuous service with the Board of Education since his/her last date of hire as a bargaining unit member. Seniority shall not accrue during unpaid leaves of absence of greater than one month's duration, but service rendered prior to a leave shall be retained.
- B. The Board shall prepare a seniority list of all employees covered by this Agreement showing their seniority as of June 30 of each year. Said seniority lists shall be delivered to the Union Presidents by September 1 of each year.

Section 4.1

All new employees shall serve a probationary period of ninety (90) workdays. During this period the new employee shall be subject to all clauses of this Agreement, with the exception that he/she may be terminated without recourse to the grievance procedure.

Section 4.2

Two (2) separate seniority categories shall be established as follows for purposes of layoff within the classifications set forth in Section 4.4, promotion and vacation selection, as follows:

- A. Secretarial
- B. Food Service

For the purposes of the bumping procedures set forth in Section 4.4, employees may bump only within the applicable category from the two categories set forth above. Employees shall not have the right to bump from one category to another.

Section 4.3

An employee scheduled for layoff shall be given no less than two (2) weeks' notice or the equivalent in wages.

Section 4.4

Layoffs shall take place as follows:

A. Clerical/Secretarial

1. An employee with the least seniority within the affected classification shall be laid off first.
2. An employee scheduled for layoff under (a) shall be allowed to bump the least senior employee in a lower classification, starting with the next lower job classification and if necessary, moving downward within the classification structure in order, provided that the bumping employee has greater seniority than the employee who he/she bumps, etc. For the purposes of layoff and bumping, the classifications shall be from high to low:

Class: 1

Class: 2

3. Seniority will be calculated on the basis of the number of months in which service is provided as follows:
 - a. Forty-two (42) week and school year employees may accrue seniority from September – June – not to exceed ten (10) months in any one (1) fiscal year, July 1 – June 30.
 - b. Fifty-two (52) week employees may accrue seniority from July 1 to June 30, not to exceed twelve (12) months in any one (1) fiscal year July 1 – June 30.
 - c. In cases of employees with equal months of seniority, the determining factor will be the actual date of hire.

B. Food Service

1. Layoff due to reduction in force or elimination of position shall take place as follows with layoffs being based on seniority within a job classification: (i.e., 1) Manager, 2) Assistant Manager, 3) Full-Time Worker, and 4) Part-Time Worker (under 20

hours/week)).

2. An employee scheduled for layoff may bump the least senior employee within his/her classification provided that the bumping employee has greater system-wide seniority than the employee he/she would bump. The employee then scheduled for layoff shall be allowed to bump the least senior employee in a lower classification, starting with the next lower job classification and if necessary, moving downward within the classification structure.

- C. In order to bump into a lower classification in accordance with Section 4.4, an employee must satisfy the minimum requirements for the lower classification at the time the bump becomes effective. Upon bumping into a lower classification, there shall be a period of thirty (30) work days during which the employee must demonstrate proficiency in the position. If the employee does not demonstrate proficiency within that time period, then the employee shall be laid off.

Notwithstanding the above, any employee who has previously held a position in a lower classification shall automatically be considered to have satisfied the minimum requirements of such position, and shall not be subject to any probationary period.

Section 4.5

- A. Employees who have been laid off shall be on a recall list for a period of two (2) years from the date of layoff. The recall list shall apply only to positions within the classification in which the employee was formerly employed. No employee shall be recalled to a position of greater rank, compensation, or authority and no part-time employee will be recalled to a greater part-time or full-time position. No new employee shall be hired into any classification for which there exists a qualified former employee on an active recall list. Employees shall be recalled in reverse order of layoff within each of the five seniority lists. Any laid off employee working in a lesser classification/position doesn't forfeit recall rights for the remaining period of recall. Note: For the purposes of this agreement, this language does not apply to employees who may have been reassigned to other work locations due to operational reasons (i.e. inadequate buildings or buildings under construction).
- B. The Superintendent must receive acceptance of recall within two (2) weeks after notification of recall is sent by Certified Mail Return Receipt Requested to the employee's last known address unless there are extenuating circumstances which prevent the employee from accepting recall within such period.
- C. Refusal to accept recall for any reason other than extenuating circumstances will cause such employee's name to be stricken from the recall list.
- D. No part-time employee(s) will be used while regular employees in the bargaining unit are on layoff.

ARTICLE V
VACANCIES, PROMOTIONS AND TRANSFERS

Section 5.0

The Board shall have the right to determine whether to fill any vacant position. The Board will notify the Union regarding the status of any vacant position within two (2) weeks of the position becoming vacant. All job vacancies shall be posted for a period of seven (7) working days prior to any action to fill any job opening. Job postings will include the anticipated hours of the position, with the understanding that the specific hours for the position may change.

Job openings shall be filled based upon qualifications of all applicants. Best qualified applicants shall be appointed in accordance with the job description. Where qualifications are equal, seniority shall be the deciding factor. The decision of the superintendent or his designee regarding the best qualified applicant shall not be capricious or unreasonable. Should the Union on behalf of any affected employee believe that an employee was not awarded the job in accordance with this section, the Union may file a grievance in accordance with the grievance procedure.

Section 5.1

For the purposes of this Article, “vacancy” shall mean positions, which are open as a result of death, retirement, discharge, resignation, promotion, or the creation of a new position.

Section 5.2

Copies of the job posting shall be sent to each school, for the office and for the kitchen, and by email to each employee. The name of the person appointed shall be sent to the Union President at the time of appointment.

Section 5.3

An employee promoted to a higher classification shall be placed at his/her current step in the higher classification pay schedule.

If an employee is promoted to a higher classification and is unable to perform the duties of that classification within a sixty (60) work day probationary period, he/she shall be returned to his/her former classification at the same step.

The vacancy created by the promotion may be filled by the Board on a temporary basis for sixty (60) work days. It must then be posted in accordance with Article V, Section 5.0.

Section 5.4

When a reduction in the work force or other bona fide circumstance requires the transfer of employees, the Board shall first seek volunteers when possible. In the absence of volunteers, the Board shall transfer within the affected classification by inverse order of seniority.

The Board shall not make involuntary transfers without first discussing its intent and reasons with the Union President.

In the event of a vacancy occurring in a food service position during the summer recess, the Board shall notify food service employees by email and allow seven (7) working days (Monday – Friday) for the employees to apply.

ARTICLE VI **HOURS OF WORK AND OVERTIME**

Section 6.0 – Secretaries

- A. Except as provided in Section C below, the regular hours of employment for all full-time year-round employees shall be seven and one-half (7-1/2) hours per day, thirty-seven and one-half (37-1/2) hours per week.
- B. Except as provided in Section C below, the regular hours of employment for all other personnel shall be seven (7) hours per day, thirty-five (35) hours per week, except for positions at the high school designated by the Administration as seven and one-half hour (7-1/2) per day positions.
- C. The parties acknowledge that the Board has established positions having a regular work week of between twenty (20) and thirty-five (35) hours.

Section 6.1

- A. Employees shall be paid at time and one-half for all time worked beyond eight (8) hours in any work day and forty (40) hours in any one (1) work week, including sick leave time.
- B. Employees whose normal work week is less than forty (40) hours will be paid at their regular hourly rate for all hours worked beyond their normal work week up to forty (40) hours per week.

Section 6.2 – Secretaries

Double time shall be paid when secretaries are requested to work on Sundays and Holidays.

Section 6.3 – Secretaries--Storm Days:

On storm days when school is called off, year-round secretaries are expected to come to work unless otherwise notified by the Superintendent, provided the buildings are accessible. If such an employee fails to report to work, the employee will have wages deducted at the applicable hourly rate for time not worked. If the Superintendent directs year-round employees not to report to work at all on a given day, such employees will be paid at their regular rate for their regularly scheduled work hours.

On early dismissal days due to inclement weather, or other emergencies, school building employees will be allowed to leave one (1) hour after the dismissal of students. The Superintendent may require employees to stay longer in case of an emergency situation.

Employees electing to leave early after the student dismissal may do so with corresponding loss of pay based on their hourly rate.

When the school day is shortened because of inclement weather, or other emergencies, Administrative Office employees will work until excused by the Superintendent's office. Employees sent home under these conditions will receive regular full pay for their regularly scheduled hours. Employees electing to leave early under these conditions may do so with corresponding loss of pay based on their hourly rate.

When the school day is delayed due to inclement weather or other emergencies, school building employees will be allowed to report to work one (1) hour later than their regular starting time, with no loss of pay for that one (1) hour.

Section 6.4 - Food Service Employees

The following provisions shall apply only to those individuals who were employed by the Board as of December 1, 2017, and shall not apply to employees hired after that date.

- A. All full time employees will work a minimum of four (4) hours each day.
- B. All part time employees (i.e., under 20 hours/week) will work a minimum of three (3) hours each day.
- C. An exception to the above minimum hours shall be on scheduled shortened school days.
- D. All employees will be paid for each hour worked or part of the hour at their regular rate of pay, except as provided for in Section 6.2 and Section 7.0.
- E. On shortened days due to field trips, no part-time employee may be required to work less than three (3) hours per day and no full-time employee shall be required to work less than four (4) hours per day. If an employee wishes to work less than the minimum, they may do so with a corresponding loss of pay provided their work is completed.

ARTICLE VII
CALL-IN PAY

Section 7.0

With the authorization of the Superintendent or the Assistant Superintendent, or their designee, any employee called back to work after his regular working day shall be paid no less than a minimum of two (2) hours pay at time and one-half (1-1/2). If the call back is between the hours of midnight and 5:00 A.M., the employee will receive a minimum of four (4) hours pay at time and one-half (1-1/2).

ARTICLE VIII
INSURANCE AND PENSION

Section 8.0

- A. The Board shall provide the following insurance coverage (Section 8.1 below), for all employees regularly scheduled to work at least thirty (30) hours per week. Notwithstanding the foregoing, employees who were eligible for insurance based on their regularly scheduled hours as of July 1, 2017 will continue to be eligible for insurance, unless they voluntarily reduce their hours below twenty (20) hours per week. Other carriers may be substituted provided the benefits are equivalent as provided through the current Board self-insurance plan.
- B. Employees shall pay the following percentages toward the costs for health insurance, dental insurance and life insurance as set forth in this article. If an employee and the employee's enrolled spouse and dependents (if applicable) do not each complete one preventive physical examination during calendar year 2022, the employee will pay the non-discounted premium contribution set forth below for the costs of such insurance coverage, effective July 1, 2023.

	Discounted Contribution	Non-discounted Contribution
Effective July 1, 2021	14.5%	N/A
Effective July 1, 2022	15.5%	N/A
Effective July 1, 2023	16.0%	19.0%

Any employee hired between January 1, 2022 and June 30, 2024 will pay the discounted premium contribution percentage for the 2023-24 contract year.

Section 8.1

- A. The Board will provide coverage through a High Deductible/HSA plan (“HSA plan”). For the 2021-22 contract year, the HSA plan will include the following elements:

	In-Network	Out-of-Network
Annual Deductible (Individual/Aggregate Family) (Note: preventive care not subject to deductible)	\$2,000/4,000	
Co-insurance	N/A	20% after deductible
Cost Share Maximum (Individual/Aggregate Family)	\$5,000/10,000	
Lifetime Maximum	Unlimited	\$1,000,000

Following exhaustion of the applicable deductible, prescription drugs shall be subject to post-deductible co-payments of \$10/25/40.

Effective July 1, 2022, the HSA plan will include the following elements:

	In-Network	Out-of-Network
Annual Deductible (Individual/Aggregate Family) (Note: preventive care not subject to deductible)	\$2,250/4,500	
Co-insurance	N/A	20% after deductible
Cost Share Maximum (Individual/Aggregate Family)	\$5,500/11,000	
Lifetime Maximum	Unlimited	\$1,000,000

Following exhaustion of the applicable deductible, prescription drugs shall be subject to post-deductible co-payments of \$10/25/40.

The Board will fund fifty percent (50%) of the applicable HSA deductible amount. The Board’s HSA contributions shall also be pro-rated for employees hired into the bargaining unit during the contract year, based on the number of months remaining in the contract year. One-half of the Board’s contribution toward the deductible will be deposited into the HSA accounts in September and the remaining one-half will be deposited into the HSA accounts in March. 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 shall 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.

A Health Reimbursement Account (“HRA”) shall be made available for any employee who is precluded from participating in a Health Savings Account (“HSA”) because the employee

receives Medicare and/or veterans' benefits. The annual maximum reimbursement by the Board for employees participating in the HRA shall not exceed the dollar amount of the Board's annual HSA contribution for employees enrolled in the HSA.

C. Life and Disability Insurance:

1. Individual Employee Life Insurance: As soon as practicable following the execution of this Agreement, the amount of group term life insurance provided to employees under this Agreement shall be increased to thirty-five thousand dollars (\$35,000).
2. The Board of Education will make long term disability coverage available to bargaining unit employees who wish to purchase the coverage at their own expense.

D. Full service Blue Cross Dental Plan with Rider A for employee and dependents.

E. Employees covered by the Agreement who retire during the terms of this Agreement and receive pension benefits under the Connecticut Municipal Retirement Plan B may participate, at their own expense, in any existing health benefits in which they are participating at the time of their retirement, with the following stipulation: such participation is limited through age sixty-five (65) as provided by law.

F. Retirement: Connecticut Municipal Retirement Plan B, with a contribution as determined by the Connecticut Municipal Retirement Commission.

G. Notwithstanding the above, employees may voluntarily elect to waive in writing all health insurance coverages outlined above, and in lieu thereof, shall receive an annual payment of One Thousand (\$1,000) Dollars. Payment to those employees waiving such coverage shall be made in one-lump sum payment during the month of December. Only those employees who receive the insurance waiver payment set forth in this section in December 2017 will continue to be eligible to receive the waiver payment. No other employees will be eligible to receive the waiver payment set forth in this section.

Where a change in an employee's status prompts the employee to resume Board-provided insurance coverage, the written waiver may, on written notice to the Board of Education, be revoked. Upon receipt of revocation of the waiver, insurance coverage shall be reinstated as soon as possible; subject, however, to any regulations or restrictions, including waiting periods, which may then be prescribed by the appropriate insurance carriers. Depending upon the effective date of such reinstated coverage, appropriate financial adjustments shall be between the employee and the Board to insure that the employee has been compensated, but not overcompensated, for any waiver elected under Section G above.

Notice of intention to waive insurance coverage must be sent to the Director of Business and Finance no later than June 15 of the school year. If the Business Office receives no notice of waiver, the employee will resume Board-provided insurance coverage.

- H. Excise Tax: If the Board determines that the total cost of a group health plan offered under this contract may trigger an excise tax under Internal Revenue Code Section 4980I, or any other local, state or federal statute or regulation, during the term of this contract, the Board and the Association will, upon the request of the Board, engage in mid-term negotiations regarding the impact of such excise tax, in accordance with the Municipal Employee Relations Act (MERA). Such midterm negotiations may include proposals designed to address the increased costs of insurance coverage including but not limited to, proposals designed to: modify the plan so as to reduce the cost of the plan below the excise tax thresholds and/or reduce the amount of any applicable excise tax, revise employee contributions to the costs of health insurance coverage, and/or allocate the responsibility for increased costs associated with the imposition of the excise tax.
- I. The Board shall maintain an Internal Revenue Code 125 Salary Reduction Agreement which is designed to permit exclusion from taxable income of the employee's share of health insurance premiums.

ARTICLE IX

WORK YEAR AND HOLIDAYS

Section 9.0

All fifty-two (52) week employees shall receive the following thirteen (13) paid holidays a year:

New Year's Day	Labor Day	Martin Luther King Day
Good Friday	Thanksgiving	Presidents' Day
Memorial Day	Day after Thanksgiving	Columbus Day
Independence Day	Christmas	Veterans' Day
Floater Holiday		

The floater holiday will be determined by the Superintendent of Schools and announced prior to June 1st to the bargaining unit president.

The above named holidays will be designated as the named paid holidays provided that they are proclaimed as such by the Governor and/or State statutes.

In the event that school is in session on any of the holidays set forth above, the Board will provide a floating holiday in lieu of the holiday, to be determined by the Superintendent of Schools and announced prior to June 1st to the bargaining unit president.

Section 9.1

- A. School year Secretaries shall work no less than the equivalent student school year schedule and shall be paid at each day worked at their hourly rate plus an additional eleven (11) paid holidays, as follows:

New Year's Day	Thanksgiving	Presidents' Day
Good Friday	Day after Thanksgiving	Columbus Day
Memorial Day	Christmas	Veterans' Day
Labor Day	Martin Luther King Day	

- B. Secretaries working forty-two (42) weeks will be paid on a schedule which includes:

- 1) The school year equivalent to the student schedule;
- 2) Eleven (11) paid holidays as follows:

New Year's Day	Thanksgiving	Presidents' Day
Good Friday	Day after Thanksgiving	Columbus Day
Memorial Day	Christmas	Veterans' Day
Labor Day	Martin Luther King Day	

- 3) Thirteen (13) days immediately prior to the opening of school; and
- 4) Seven (7) days as follows: such secretaries must work five (5) days immediately following the end of the student school year. Secretaries will be given the option to work up to two (2) days during school vacation weeks or snow days or to work such days immediately following the end of the student school year. Work performed during school vacation weeks or snow days shall be schedule by mutual consent of the building principal and secretary. Work performed immediately following the end of the student school year shall be paid at the rate that was in effect for the school year.

Section 9.2

Full-time Food Service employees shall receive eleven (11) paid holidays per calendar year, as follows:

New Year's Day	Thanksgiving	Presidents' Day
Good Friday	Day after Thanksgiving	Columbus Day
Memorial Day	Christmas	Veterans' Day
Labor Day	Martin Luther King Day	

Pay for such holidays shall be based on the average hours worked per day for the previous ten (10) work days in pay status.

Section 9.3

In the event that a holiday occurs during the paid vacation of any employee, he/she shall not be charged a vacation day the day of the paid holiday.

Section 9.4

If a holiday falls while an employee is on sick leave, he/she shall be paid for the holiday and no deduction shall be made for sick leave.

ARTICLE X **SICK LEAVE**

Section 10.0

Sick leave may be used for personal illness, doctor's appointments, injury or other incapacity or quarantine. Employees may use up to forty (40) hours of their accrued sick leave per year, on a non-cumulative basis, for the care of an employee's spouse, parents or children, and for such other purposes as provided by Conn. Gen. Stat. §§ 31-57s and 31-57t.

Section 10.1 - Fifty-two (52) Week Employees

Fifty-two (52) week employees will be entitled to fifteen (15) paid sick leave days each school year. Unused sick leave days may accumulate from year to year up to a maximum of one hundred fifty (150) days.

Section 10.2 - Full-time Employees Working Less Than Fifty-two (52) Weeks

All full-time employees who work less than fifty-two (52) weeks will be entitled to twelve (12) paid sick leave days each school year. Unused sick leave days may accumulate from year to year up to a maximum of one hundred twenty (120) days.

Section 10.3 - Part-time Employees

Bargaining unit employees who are regularly scheduled to work less than twenty (20) hours per week will be credited with paid sick leave as follows: effective on each July 1st, such bargaining unit employees shall be credited with five (5) days of sick leave (or such sick leave as provided in state law, whichever is greater). Each new employee shall be credited with such sick leave on the July 1st following his or her date of hire, and on each July 1st thereafter.

One day of sick leave shall be equal to the number of hours the employee is regularly scheduled to work per day at the time such leave is credited. Such employees may accumulate unused sick leave

from contract year to contract year up to a maximum accumulation of forty (40) hours of sick leave (excluding the five days to be credited to each employee at the beginning of each contract year).

Section 10.4

In the event that an employee uses all his/her sick leave time, he/she shall not be paid for that day.

Section 10.5

In order to be eligible for the benefits set forth in this section, an employee must have completed at least nine (9) years of employment by the Board as of the date of retirement or death. Upon retirement or death, employees or their estates shall be paid for accumulated unused sick leave days up to a maximum of twenty-five (25%) percent of such accumulated unused sick leave at their daily rate of pay at the time of their retirement or death.

Section 10.6

All employees absent because of an illness due to a childhood communicable disease that is definitely traceable to contact made in school, will not have the absence charged against the employee's sick leave.

ARTICLE XI **LEAVE OF ABSENCE**

Section 11.0

Up to a maximum of three (3) days leave of absence in any one (1) year with pay for any of the following stipulations, will be granted subject to application by the employee, in writing to the Personnel Office through the immediate supervisor no later than five (5) school days before the requested absence (except in the case of emergencies) and written approval from the Personnel Office.

1. Illness in the immediate family. Immediate family is defined as including a parent, husband or wife, a son or daughter, a brother or sister.
2. In the case of an emergency illness in the immediate family as defined in paragraph 1 above for the purpose of making arrangements for necessary medical and nursing care.
3. For attendance at graduation ceremonies (high school, college or military) of self, spouse, son or daughter.
4. For attendance at the funeral services of a person whose relationship to the employee warrants such attendance.

5. For participation in wedding ceremonies.
6. For birth of a child to spouse or time necessary to complete adoption procedures.
7. Moving one's domicile.
8. For legal affairs which cannot be handled normally outside school hours.
9. For warranted travel time for leaves under this Article.
10. For personal or emergency matters which cannot be handled normally outside school hours.

Section 11.1

Days for performance of mandatory religious obligations will be granted as personal days with pay when they occur on scheduled school days.

Section 11.2

Up to a maximum of three (3) days, including the day of the funeral, will be granted, with pay, for each occurrence of death of a parent, spouse, child, brother, sister, grandchild, mother-in-law or father-in-law.

Section 11.3

Up to a maximum of two (2) days including the day of the funeral, will be granted, with pay, for each occurrence of death of a grandparent, brother-in-law, sister-in-law, aunt or uncle.

Section 11.4

Personnel covered by this Agreement who are called to jury duty shall be granted the difference between jury duty pay and their regular salary and such jury duty pay is not to be chargeable against allotted sick leave or leave of absence.

Section 11.5

Court appearance when subpoenaed as a witness, or when requested to appear by the Board of Education as a witness in a case connected with the employee's employment, will not be chargeable against allotted sick leave or leave of absence.

Section 11.6

Four (4) members of the bargaining unit covered by this Agreement shall be allowed such time as required for negotiations, without loss of pay for negotiation sessions scheduled during the employee's normal work day.

Section 11.7

- A. In the event that an employee receives Workers' Compensation, the difference between his/her regular pay and such compensation shall be paid by the Board for a period of up to eighteen (18) months from the date of injury.
- B. Any employee who is on military duty shall receive full pay, minus military pay, while on such duty. This section shall not apply in the event an employee is called by the draft or enlists for an extended period.
- C. Four (4) Union officers shall be entitled to three (3) days annually at their own expense, without pay, to attend Union conventions or other affairs of the Union, as the Union may designate. The Local unions shall notify the Board of who will attend one (1) week before the event.

Section 11.8

An unpaid leave of absence of up to one (1) year for medical, educational (to become a full-time student) childrearing or adoption, or emergency reasons may be granted to a full time employee pending recommendations by the Superintendent and approval by the Board of Education. Seniority shall not accrue while the employee is on said unpaid leave but shall be bridged upon returning to a paid status. Insurance benefits will continue during said leave providing the employee pays the monthly group rate cost. Upon completion of said leave, the employee shall be returned to his/her former position or its equivalent, unless the employee is laid off in accordance with Article IV, Seniority, Layoff and Recall. The employee's replacement during the leave of absence will be employed on a temporary basis.

Section 11.9

An employee who becomes sick or disabled due to pregnancy or childbirth shall be entitled to leave in accordance with applicable State and federal statutes.

ARTICLE XII

WAGES

Section 12.0

All wage rates effective during the term of this Agreement shall be reduced to writing by classification and attached to the Agreement as:

Appendix A - Secretaries

Appendix B - Food Service Employees

Section 12.1

In order to be eligible for step advancement on July 1st for any year in which this Agreement provides for step advancement, an employee must have been hired on or before the preceding January 1st.

Section 12.2

Any employee working in a higher classification for a minimum of three (3) consecutive days shall be paid his/her appropriate step on the salary schedule for that higher classification, retroactive from the first day of his/her work in that classification. An employee shall be considered working in a higher classification only when he/she is asked to substitute for the higher classified employee who is absent from work.

Section 12.3

Employees except Food Service employees, working on a one hundred eighty (180) day, one hundred eighty-one (181) day or forty-two (42) week per year schedule shall be allowed to receive their wages in either twenty-two (22) equal payments or twenty-two (22) payments including one (1) balloon check. Fifty-two (52) week per year employees will be paid on a bi-weekly basis. Food Service employees shall be paid on a bi-weekly basis.

All employees shall be paid by direct deposit.

Section 12.4

The benefit set forth in Section 12.4 shall only be applicable to employees hired into a position in the bargaining unit prior to January 1, 2018. Each full time employee working twenty (20) hours or more per week shall receive an annual lump sum longevity payment on his/her anniversary date according to the following schedule:

Nine (9) through fourteen (14) years	\$100
Fifteen (15) through eighteen (18) years	\$200
Nineteen (19) years and thereafter	\$250

ARTICLE XIII

VACATIONS

Section 13.0 - Fifty-two (52) Week Employees

- A. Employees who have worked less than one (1) year prior to July 1st shall be entitled to a vacation, with pay, of one (1) day for each month of service, not to exceed a total of eight (8) days.
- B. Employees who have completed one (1) year of continuous service prior to July 1st of any year, shall be entitled to a two (2) week vacation with pay.
- C. Employees who have completed five (5) years of continuous service prior to July 1st of any year, shall be entitled to a three (3) week vacation with pay.
- D. Employees who have completed fifteen (15) years of continuous service prior to July 1st of any year, shall be entitled to a four (4) week vacation with pay.
- E. In the event of conflicting vacation dates, seniority shall be the determining factor, providing the notice of dates in conflict shall have been within a reasonable period. Vacation schedules to be approved by immediate administrative supervisor.
- F. In the event of the death of any employee, his/her estate shall receive pay for all of the vacation he/she may have had accumulated.
- G. In the event an employee retires or is laid off, all of his/her accrued vacation pay shall be given to him/her.
- H. If, upon the request of the Board, an employee works during his/her vacation period, he/she shall be compensated his/her regular pay in addition to the employee's entitled vacation pay.
- I. Any employee bedridden because of an injury or illness prior to a scheduled vacation period, may reschedule his/her vacation period. A request for rescheduling a vacation because of personal illness or injury will be accompanied by a doctor's certificate stating the illness and the period of confinement.
- J. An employee who terminates his/her employment in good standing shall be paid his/her accumulated vacation on a pro-rata basis.

Section 13.1

Secretaries working thirty-five (35) hours or more per week who move to a fifty-two (52) week position from school year position or forty-two (42) week position, will have their years of service prorated on a

monthly basis to determine their vacation benefits under the above. Each twelve (12) months of continuous employment will equal one (1) year of credit toward vacation time.

Section 13.2

Vacations shall be scheduled so as to meet the operating requirements of the school system and the preference of the employee. In order to maintain the operating efficiency of any department or office, conflicts in requested vacation dates will be resolved according to seniority. Vacation requests will be filed with the Personnel Manager prior to April 30. Vacations will be approved by the building principal and/or immediate supervisor and must be taken between July 1st and June 30th of the subsequent year.

ARTICLE XIV **GRIEVANCE PROCEDURE**

Section 14.0

For the purpose of this Agreement, the term grievance means any dispute between the Board and the Union or between the Board and any employee concerning the effect, interpretation, application, claim of breach or violation of the terms of this Agreement.

A grievance shall be waived if the employee does not file a written grievance in accordance within the timeframe set forth in Section 14.1 below.

Any such grievance shall be settled in accordance with the following grievance procedure:

Section 14.1

Level One - Principal or Immediate Supervisor

An employee with a grievance or dispute shall submit the grievance in writing to his/her immediate supervisor or principal within thirty (30) calendar days after the employee knew, or should have known, of the act or condition upon which the grievance is based. Within seven (7) calendar days after receipt of the written grievance by the Principal or Immediate Supervisor, he/she shall meet with the aggrieved party and his/her representative in an effort to reach a resolution. The Principal or Immediate Supervisor shall render his/her written decision within seven (7) calendar days after the Level One meeting.

Section 14.2

Level Two - Superintendent or Designee

1. In the event that such aggrieved party is not satisfied with the disposition of the grievance at Level One, the written grievance may be filed with the Superintendent or his/her designee within ten (10) calendar days after the Level One response (or, in the event there is no response, within fifteen (15) calendar days after the deadline for such response has expired).
2. The Superintendent or designee shall represent the administration at this level of the grievance procedure. Within fourteen (14) calendar days after receipt of the written grievance by the Superintendent or designee, he/she shall meet with the aggrieved party and his/her representative in an effort to reach a resolution. The Superintendent shall render his/her written decision within seven (7) calendar days after the Level Two meeting.

Section 14.3

Level Three - Board of Education

If the aggrieved party is not satisfied with the disposition of the grievance at Level Two, , he/she may file the written grievance with the Board within fourteen (14) calendar days after the Level Two response (or, in the event there is no response, within twenty one (21) calendar days after the deadline for such response has expired). Such grievance shall be deemed filed with the Board upon submission of the Level Three grievance to the Superintendent as agent of the Board. Within twenty-one (21) calendar days after receiving the written grievance, the Board or a committee of the Board shall meet with the aggrieved member for the purpose of resolving the grievance. The Board or committee of the Board, as applicable, shall render a decision within fourteen (14) calendar days after the Level Three meeting. If the Board or committee of the Board does not respond at that time, the union may proceed to the next level of the procedure.

Section 14.4

Level Four - Arbitration

1. If the union is not satisfied with the decision of the Board at Level Three, a written notice of the union's intention to submit the grievance to arbitration must be submitted to the Superintendent within fourteen (14) calendar days after the decision has been rendered (or, in the event there is no response, within twenty one (21) calendar days after the deadline for such response has expired).
2. The Board shall have the option to select either the Connecticut State Board of Mediation and Arbitration or the American Arbitration Association to hear the grievance. The Board shall so notify the Union, in writing, within fourteen (14) calendar days of receipt of the Union's written notice of intent to proceed to arbitration. Not later than fourteen (14) calendar days after receipt

of notice from the Board designating its selection of an arbitration agency, the Union shall file for arbitration with the appropriate arbitration agency, with a copy to the Superintendent of Schools or his/her designee.

3. The parties shall share the SBMA arbitration filing fee equally. In the event that a grievance is processed to arbitration through the American Arbitration Association, the Board shall pay the filing fees and the arbitrator's per diem fees.
4. Arbitration proceedings shall be conducted in accordance with the rules of the American Arbitration Association or State Board Mediation and Arbitration, as applicable. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.

Section 14.5

Nothing herein shall be construed as prohibiting an aggrieved employee from processing his/her own grievance up through and including Level Three of the grievance procedure if he/she so desires, but in no event shall any settlement of such grievance be made that is contrary to any of the terms of this Agreement. Any such agreement shall be subject to approval of the Union Executive Board.

Section 14.6

If a grievance affects all or part of the bargaining unit, the Union shall submit such grievance in writing to the Superintendent or designee directly, and the processing of such grievances shall be commenced at Level Two. In such event, the written grievance must be submitted at Level Two within the timeframe set forth in Section 14.1.

Section 14.7

Decisions rendered at Levels One, Two and Three of the grievance procedure shall be in writing, setting forth the decision and the reasons thereof, and shall promptly be transmitted to all parties in interest and to the Union President.

Section 14.8

All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

Section 14.9

Extensions of time at Levels One, Two, Three and Four may, by mutual consent, be granted in writing (which may include electronic writing) upon request by either the Board or the Union.

Section 14.10

Any grievance filing, grievance response or notice required under Article 14 may be transmitted electronically.

ARTICLE XV **DISCIPLINE AND DISCHARGE**

Section 15.0

- A. The discipline or discharge of any employee will be for cause only. A verbal, then a written warning shall be given to the employee prior to more severe disciplinary action or discharge except in cases of serious misconduct.
- B. Any employee to be disciplined or discharged shall be told prior to such action and allowed ample time to request the presence of a Union representative.
- C. Any disciplinary action taken against the employee that results in the loss of income shall be reduced to writing at the discretion of management of which a copy shall be given to the employee and the Union President. It is understood that the Board and the Union must maintain the confidentiality of the employee subject to the Freedom of Information Act.

ARTICLE XVI **MISCELLANEOUS**

Section 16.0

The Board shall provide the NIPSEU representative with three (3) original signed copies of the Agreement at the time of signing.

Section 16.1

The representative of the Union shall have access to the premises of the Board during working hours to discuss issues that may arise.

Section 16.2

Throughout the Agreement where references are made to male and female gender, it will also apply to both.

Section 16.3

Employees desiring to review their personnel file will be permitted to do so, upon one (1) day notification.

Section 16.4

Employees shall be reimbursed at the applicable I.R.S. mileage rate for all authorized travel required in the course of the employee's duties as authorized by the immediate supervisor. Reimbursement will be based on approved "Travel Reimbursement Forms" submitted on a monthly basis.

Section 16.5

Under normal circumstances, employees who are going to retire will give the Board thirty (30) days' notice.

ARTICLE XVII **SCOPE OF THE AGREEMENT**

Section 17.0

It is understood that all employees covered by this Agreement shall continue to serve under the direction of the Superintendent of Schools, in accordance with the Board of Education Policies and Administrative rules and regulations, provided that the provisions of this Agreement shall supersede and prevail over any conflicting provision.

ARTICLE XVIII **SAVINGS CLAUSE**

Section 18.0

In the event that any of the provisions of the Agreement are ruled invalid by an authority of established legal jurisdiction, the balance and remainder of the Agreement shall remain in full force and effect.

ARTICLE XIX **MANAGEMENT RIGHTS**

Section 19.0

- A. Subject to the provisions of this Agreement, the Board reserves and retains all rights, authority and discretion, in the proper discharge of its duties and responsibilities, to control, supervise and

manage the schools and its staff. Subject to the provisions of this Agreement the Board has and will continue to retain, whether exercised or not the sole and unquestioned right, responsibility and prerogative, not subject to review, to direct the operation of the school system in all its aspects, including but not limited to the following: to determine educational policy and maintain such educational activities as in its judgment will best serve the interests of the students; to decide the need for Board facilities; to determine the care, maintenance and operation of buildings, lands and other property used for Board purposes; to determine the equipment to be used; to prepare budgets and, in its sole discretion, expend monies appropriated by the legislature or derived from other sources for the operation of the schools; and to establish, change and enforce reasonable rules, regulations and policies concerning, among other things, conditions of employment not in conflict with this Agreement.

- B. Such rights and powers shall not be used to circumvent or supersede this Agreement. It is recognized by the parties that all matters pertinent to wages, hours and other conditions of employment are negotiable under the terms of the Municipal Employees Relations Act and such rights are neither waived nor diminished by the foregoing language which shall be subject to all the terms of this Agreement.

ARTICLE XX

DURATION

Section 20.0

This Agreement shall be effective upon signing and shall remain in effect through June 30, 2024. No provision of this Agreement shall be applied retroactively except as otherwise specified in this Agreement. Wage increases will be applied retroactively to July 1, 2021 for those employees still employed by the Board on the dates of ratification/approval of this Agreement. This Agreement shall be automatically renewed for each successive school year unless either party notifies the other in writing no later than February 1st of any given year that it desires to negotiate any changes in the Agreement. Upon receipt of such notification, the parties shall arrange a mutually convenient meeting for the purpose of consummating a new Agreement.

SOUTHINGTON BOARD OF EDUCATION

Signed:

Colleen W. Clark, Chairperson
Southington Board of Education

Date: _____

NUTMEG INDEPENDENT PUBLIC
SAFETY EMPLOYEES UNION

Signed:

Secretarial President

Food Service President

Signed:



Eric Brown, NIPSEU

Date: 2/10/22

SOUTHINGTON BOARD OF EDUCATION

Signed:



Colleen W. Clark, Chairperson
Southington Board of Education

Date:

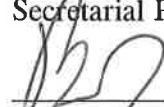
1/27/02

NUTMEG INDEPENDENT PUBLIC
SAFETY EMPLOYEES UNION

Signed:



Secretarial President


Food Service President

Signed:

Eric Brown, NIPSEU

Date:

APPENDIX A

SECRETARIES

2021-22				2022-23		
New Step 6 2.615% over step 5				2.615% increase to Step 6		
	Class I	Class II			Class I	Class II
Step 1	\$24.84	\$23.92		Step 1	\$24.84	\$23.92
Step 2	\$25.96	\$24.64		Step 2	\$25.96	\$24.64
Step 3	\$26.56	\$25.40		Step 3	\$26.56	\$25.40
Step 4	\$27.16	\$26.01		Step 4	\$27.16	\$26.01
Step 5	\$28.30	\$27.30		Step 5	\$28.30	\$27.30
Step 6	\$29.04	\$28.01		Step 6	\$29.80	\$28.75

2023-24				As of last day of 2021-24 Contract:		
2.615% increase to Step 6				split bubble between steps 5 & 6		
	Class I	Class II			Class I	Class II
Step 1	\$24.84	\$23.92		Step 1		
Step 2	\$25.96	\$24.64		Step 2	\$25.96	\$24.64
Step 3	\$26.56	\$25.40		Step 3	\$26.56	\$25.40
Step 4	\$27.16	\$26.01		Step 4	\$27.16	\$26.01
Step 5	\$28.30	\$27.30		Step 5	\$28.30	\$27.30
Step 6	\$30.58	\$29.50		Step 5a	\$29.44	\$28.40
				Step 6	\$30.58	\$29.50

For employees eligible for step advancement in accordance with Section 12.1 of this Agreement, step advancement shall occur as follows:

- Effective and retroactive to July 1, 2021, employees not on the maximum step shall advance one step on the 2021-22 wage schedule. Employees on step 5 of the “7/1/21 paper schedule” shall move to step 6 on the 2021-22 schedule.
- Effective July 1, 2022, employees not on the maximum step shall advance one step on the wage schedule.
- Effective July 1, 2023, employees not on the maximum step shall advance one step on the wage schedule.

APPENDIX B
FOOD SERVICE EMPLOYEES

2021-22

Effective and retroactive to July 1, 2021:

Add steps and/or smoothed steps in all groups, 1.62% at maximums

	HS MGR	MS MGR	Derynoski (DES) MGR	Flanders/Kelley/ Strong/Hatton & Thalberg Elem MGR	South End/ Oshana MGR	HS Asst MGR	Food Service Tech
Step 1	26.19	24.94	25.10	19.41	19.00	18.65	16.54
Step 2	26.46	25.19	25.35	20.93	19.85	19.14	17.11
Step 3	26.72	25.44	25.60	22.46	20.70	19.63	17.67
Step 4	27.15	25.85	26.01	23.98	21.55	20.12	18.42
Step 5				25.50	22.40	20.61	19.18

2022-23

New Step 6 and Step 5 Maximum - 2.50%

	HS MGR	MS MGR	Derynoski (DES) MGR	Flanders/Kelley/ Strong/Hatton & Thalberg Elem MGR	South End/ Oshana MGR	HS Asst MGR	Food Service Tech
Step 1	26.19	24.94	25.10	19.41	19.00	18.65	16.54
Step 2	26.46	25.19	25.35	20.93	19.85	19.14	17.11
Step 3	26.72	25.44	25.60	22.46	20.70	19.63	17.67
Step 4	27.15	25.85	26.01	23.98	21.55	20.12	18.42
Step 5	27.83	26.50	26.67	25.50	22.40	20.61	19.18
Step 6				26.13	22.96	21.12	19.66

2023-24

Maximum Steps – 2.50%

	HS MGR	MS MGR	Derynoski (DES) MGR	Flanders/Kelley/ Strong/Hatton & Thalberg Elem MGR	South End/ Oshana MGR	HS Asst MGR	Food Service Tech
Step 1	26.19	24.94	25.10	19.41	19.00	18.65	16.54
Step 2	26.46	25.19	25.35	20.93	19.85	19.14	17.11
Step 3	26.72	25.44	25.60	22.46	20.70	19.63	17.67
Step 4	27.15	25.85	26.01	23.98	21.55	20.12	18.42
Step 5	28.53	27.16	27.33	25.50	22.40	20.61	19.18
Step 6				26.79	23.53	21.65	20.15

For employees eligible for step advancement in accordance with Section 12.1 of this Agreement, step advancement shall occur as follows:

- Effective and retroactive to July 1, 2021, food service tech employees on step 2 of the “7/1/21 paper schedule” shall move to step 3 on the 2021-22 schedule. Employees on step 3 of the “7/1/21 paper schedule” shall move to the maximum step for their position on the 2021-22 schedule.
- Effective July 1, 2022, employees below the maximum step shall advance one step on the wage schedule. Employees on the maximum step shall advance to the new maximum step on the wage schedule.
- Effective July 1, 2023, employees below the maximum step shall advance one step on the wage schedule.