

AGREEMENT

Between

NORWALK BOARD OF EDUCATION

And

THE UNITED FEDERATION OF TECHNICIANS

LOCAL 72 SUPPORT, AFSA, CFSA

AFL-CIO

July 1, 2016
Through
June 30, 2019

TABLE OF CONTENTS

	<u>PAGE NO.</u>
ARTICLE I – RECOGNITION	1
ARTICLE II – FULL AND COMPLETE AGREEMENT	1
ARTICLE III – DEFINITIONS.....	1
ARTICLE IV – MANAGEMENT RIGHTS	2
ARTICLE V – FEDERATION RIGHTS	3
ARTICLE VI – GRIEVANCE PROCEDURE.....	3
ARTICLE VII – JUST CAUSE, PROTECTION AND NON-DISCRIMINATION	6
ARTICLE VIII – SENIORITY/REDUCTION IN FORCE	7
ARTICLE IX – HEALTH AND LIFE INSURANCE.....	7
ARTICLE X – WORK DAY.....	9
ARTICLE XI – WAGES	11
ARTICLE XII – LONGEVITY	11
ARTICLE XIII – SEVERANCE PAY	11
ARTICLE XIV – HOLIDAYS	12
ARTICLE XV – VACATION.....	12
ARTICLE XVI – PERSONAL LEAVE.....	13
ARTICLE XVII – SICK LEAVE	13
ARTICLE XVIII – INJURY LEAVE	14
ARTICLE XIX – UNION LEAVE.....	14
ARTICLE XX – JURY DUTY	15
ARTICLE XXI – BEREAVEMENT LEAVE.....	15
ARTICLE XXII – SPECIAL PROVISIONS.....	15
ARTICLE XXIII – PROFESSIONAL GROWTH OPPORTUNITY	16
ARTICLE XXIV – PENSION PLAN	17
ARTICLE XXV – DURATION.....	17
APPENDIX A – COMPENSATION SCHEDULE	18
APPENDIX B – CREDIT SCHEDULE	19

ARTICLE I RECOGNITION

The Board recognizes the United Federation of Technicians, Local 72 Support, AFSA, CFSA, AFL-CIO, as the exclusive bargaining representative of those members pursuant to the Connecticut State Board of Labor Relations Case No. ME 14,504 who are employed by the Board of Education of the City of Norwalk.

ARTICLE II FULL AND COMPLETE AGREEMENT

Section 1

This agreement contains the full and complete Agreement between the Board and the Federation on all negotiable issues, and neither party shall be required during the term thereof to negotiate upon any issue, whether it is covered or not covered in this Agreement.

Section 2

Any item not covered in this Agreement may be governed by existing policies, rules or regulations of the Board, or by the modification of existing policies, rules or regulations or the adoption of new policies, rules or regulations.

Section 3

All past practices, procedures and customs in effect prior to July 1, 1996, not specifically incorporated in or protected by this Agreement are hereby rendered null and void.

ARTICLE III DEFINITIONS

In the construction of the following individual Articles of Agreement, words and phrases shall be constructed according to the commonly approved usage of the language; and technical words and phrases such as have acquired a peculiar and appropriate meaning in education shall be construed and understood accordingly.

1. "Board" – The Board of Education of the City of Norwalk, Connecticut.
2. "Superintendent" – The Superintendent of Schools for the City of Norwalk, Connecticut.
3. "Federation" – The United Federation of Technicians.
4. "Employee" – All members of the bargaining unit: IT Technicians, IT Specialists (includes, but not limited to, Network Managers, Software Analysts, Systems Analysts, Web Developer, AV Analyst).
5. "Members" – Members of the United Federation of Technicians.

ARTICLE IV MANAGEMENT RIGHTS

It is recognized that the Norwalk Board of Education has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the school system in all its aspects, including but not limited to the following:

1. To maintain educational activities and programs as in its judgment will best serve the interests of the students;
2. To determine the type of work to be performed by the personnel;
3. To assign all work to members or other persons;
4. To decide the methods, procedures and means of conducting the work;
5. To select, hire, and demote members, including the right to prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for performance of work;
6. To discharge or otherwise discipline any member;
7. To promote, transfer, and layoff members;
8. To decide the need for facilities;
9. To designate the schools or programs which shall be attended by the various students;
10. To prescribe rules for the management, studies, classification and discipline for school programs;
11. In general, to control, supervise, and manage the operations of the school system, and its staff under governing laws;
12. To establish or continue policies, practices and procedures for the conduct of Board business and the management of its operations, and from time to time, to change or abolish such policies, practices or procedures.

These rights, responsibilities, and prerogatives are not subject to delegation in whole, or in part, except that the same shall not be exercised in a manner inconsistent with or in violation of the specific terms and provisions of this Agreement.

ARTICLE V FEDERATION RIGHTS

Section 1

Each member who is a member of the Union as of the effective date of this Agreement shall remain a member of the Union in good standing or pay an agency service fee as a condition of employment. Each member who is hired after the effective date of this Agreement shall become a member of the Union or pay an agency fee as a condition of employment within thirty (30) days. Such agency fee shall not exceed the pro-rata cost of collective bargaining, contract administration, and grievance adjustments. The Union agrees to hold the Board of Education harmless and indemnify the Board for any and all claims, demands, suits, damages or liabilities, including attorney fees, related to or arising out of the implementation of the Article.

Section 2

The Board agrees to deduct from the pay of all its members who authorize such deductions from their wages such membership dues or agency fees as may be fixed by the Union. The Union shall supply to the Board written notice at least sixty (60) days prior to the effective date of any change in the rate of fees and dues. In addition, the Union shall furnish the Board with a statement signed by the member authorizing the Board to make such deductions.

Section 3

The monthly dues and/or service fee remittances to the Union will be accompanied by a list of names of the members from which wages such deductions have been made. Deductions will be made once each month and all sums deducted shall be remitted to the United Federation of Technicians, Local 72 Support, AFSA, CFSA, AFL-CIO.

ARTICLE VI GRIEVANCE PROCEDURE

Purpose: To secure at the lowest possible level solutions to grievances as defined below:

Section 1 – Definitions

- a. “Grievance” shall mean a violation of a specific contract provision or provisions of this Agreement.
- b. The term “grievant” shall mean: (1) an individual member, or (2) a group of members having the same grievance.
- c. “Days” shall mean calendar days except weekends and school holidays.

Section 2 – Time Limits

- a. The number of days indicated at each step shall be considered as a maximum. The time limits specified may, however, be extended by written agreement of the parties in interest.
- b. If the grievant does not file a grievance in writing within fourteen (14) days after he/she knew or should have known of the act or conditions which gave rise to the grievance, then the grievance shall be considered waived.
- c. Grievances shall be in writing and shall state the nature of the grievance, including the contract provision which is alleged to be violated, and the relief sought. If the party with whom the grievance is filed is unable to ascertain the nature of the grievance, then he/she shall have the right to request that the grievant re-state the grievance.
- d. Failure by the grievant at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level. Failure of any party to answer within the specified time limits, unless an extension has been agreed upon, shall be deemed a denial of the grievance so that the grievant may process such grievance to the next step.
- e. Before using the formal grievance procedure the parties may attempt to resolve the dispute through an informal meeting at a mutually convenient time and place. Attempts to hold an informal meeting shall not waive the time limit lines specified in Section 2 unless mutually agreed to in writing by the parties.

Section 3 – Representation

- a. The parties to the grievance may be represented on all levels of the grievance procedure by a person or persons of their choosing.
- b. All grievances and decisions shall be in writing.
- c. The parties agree that grievance proceedings shall be kept as confidential as appropriate.
- d. If necessary, the parties may call upon the professional services of an outside consultant or an expert at any stage of the grievance procedure.

Section 4 – Formal Procedure

Level I

- a. Within fourteen (14) days after the member knew or should have known of the event(s) giving rise to the grievance, the grievant shall present his or her complaint in writing to the Supervisor.
- b. The Supervisor shall, within ten (10) days after receipt of the grievance, meet with the grievant for the purpose of resolving the grievance.
- c. The Supervisor shall, within five (5) days after the meeting, render his or her decisions and the reasons therefore in writing to the grievant with copies to the Federation.

Level II

- a. If the grievant is not satisfied with the disposition of his or her grievance at Level I, he/she may within five (5) days after the decision has been rendered file the grievance with the Superintendent or his or her designee.
- b. The Superintendent or his or her designee, shall within (10) days after receipt of the appeal, meet with the grievant, his or her representative, and any other appropriate witnesses for the purpose of resolving the grievance.
- c. The Superintendent or his or her designee shall, within five (5) days after such meeting, render a decision and the reasons therefore in writing to the grievant with a copy to the Federation.

Level III

- a. If the grievant is not satisfied with the disposition of his or her grievance at Level II, he or she may, within five (5) days after the decision is rendered submit the grievance to the Board of Education. The Board of Education may, at its discretion, have the grievance heard by a sub-committee of three members of the Board of Education. The Board of Education or the sub-committee shall, within fifteen (15) days of receipt of the appeal, meet with the grievant, his or her representatives, and any appropriate witnesses for the purpose of resolving the grievance.
- b. The Board of Education or the sub-committee shall, within five (5) days after such meeting, render its decision and the reasons therefore in writing to the grievant with a copy to the grievant and to the Federation.

Level IV – Arbitration

- a. If the Union is not satisfied with the disposition of the grievance at Level III, it may, within five (5) days after the decision is rendered submit the grievance to the American Arbitration Association (AAA). The arbitration shall be heard in accordance with AAA rules and regulations. The arbitrator shall not have any power to add to, subtract from, vary, modify or amend the terms of this agreement. Arbitration shall be final and binding, provided that the arbitrator shall not have the authority to deny the Board of Education the exercise of any function, judgment and discretion granted to the Board of Education by law, and, provide further, that neither party shall waive the right to appeal the arbitrator's decision in accordance with law. In any such appeal or in any claim to challenge the arbitrability of the matter in dispute, the question of arbitrability shall be an issue of law for the court to determine. Costs for arbitration shall be borne equally by the parties.

Subject to mutual agreement, in the event that a grievance decision needs to be submitted to arbitration, such arbitration may be provided by the Connecticut State Board of Mediation and Arbitration.

ARTICLE VII JUST CAUSE, PROTECTION AND NON-DISCRIMINATION

Section 1

No non-probationary employee shall be discharged, suspended or disciplined (not including verbal warnings) except for just cause.

Section 2

Members have the right to Union representation at all meetings that may result in disciplinary action.

Section 3

- a. No member of this bargaining unit shall be discriminated against due to race, color, religion, age, sex, marital status, sexual orientation, national origin, ancestry, disability, pregnancy, genetic information, or gender identity or expression, except in the case of a bona fide occupational qualification.
- b. There shall be no Board reprisals of any kind taken against any person covered by this Agreement by reason of membership or non-membership in the Union or participation or non-participation in its activities.

ARTICLE VIII SENIORITY

Section 1

Seniority shall mean a member's length of continuous service within the school district commencing with his or her most recent date of hire. Seniority is not earned during periods of unpaid leave.

Section 2

All members hired for the first time shall serve a probationary period of one (1) year dating from the first day of employment. Any unpaid time off in excess of five (5) days during the probationary period shall not count towards the probationary period. Discipline and discharge of probationary employees is not subject to the grievance procedure in this contract.

REDUCTION IN FORCE

Section 3

When a reduction in work force becomes necessary the resulting layoffs shall be made among members in order of seniority within the two job classifications. There will be a call back period of two years from the date of layoff for those members who maintain the skills that are needed by the department. An IT Specialist whose job is eliminated may bump the IT Technician with the least seniority, be placed at IT Technician Tier 8, and be placed on the call back list for 2 years. When a position is offered to such member, the member must accept the offer within 10 days and begin work within 30 days.

ARTICLE IX HEALTH AND LIFE INSURANCE

Section 1

The Board of Education shall provide coverage to each full-time member and his or her dependents, as dependents, are described by the plans:

- a. Medical and Prescription Drugs Care – The Board shall provide for the member and eligible dependents coverage under a Health Savings Account (HSA) plan that is the same plan for which teachers (NFT) are eligible as set forth in the current collective bargaining agreement between the Norwalk Board of Education and the Norwalk Federation of Teachers.
- b. Vision Care – The Board shall provide for the member and eligible dependents a vision care plan that is the same plan for which teachers (NFT) are eligible as set forth in the current collective bargaining agreement between the Norwalk Board of Education and the Norwalk Federation of Teachers.

- c. Dental Care – The Board shall provide for the member and eligible dependents a Dental Care Plan that is the same plan for which teachers (NFT) are eligible.

An employee who chooses to enroll in the PPO Plan shall pay the difference between the cost of the HSA plan and the PPO plan in addition to the regular premium allocation cost share. The PPO plan that applies to members not enrolled in the HSA plan shall be the PPO plan in effect for the teachers.

Section 2

Each member electing the health insurance package provided pursuant to this Article, Sections 1A through 1C shall contribute a portion of the premium allocation cost through payroll deduction, pursuant to an IRC Section 125 plan. Effective upon ratification, all members shall contribute fourteen and one-half percent (14.5%); effective July 1, 2017, members shall contribute fifteen and one-half percent (15.5%); effective July 1, 2018, members shall contribute sixteen and one-half percent (16.5%).

The Board of Education will make a deposit each plan year to the participant's HSA account in the amount of 50% of the deductible amount. The Board will make its deductible deposit as follows: one-half the value on the first day of the plan year with the balance to be transferred in monthly installments.

The deductible amounts for single and family respectively shall be \$2,000/4,000.

Section 3 – Section 125 Plan

The Board shall provide the members with a Section 125 cafeteria plan consistent with the statutes and regulations of the Internal Revenue Service. Such I.R.C. Section 125 Plan, in addition to a premium share deduction feature, shall also include an Internal Revenue Code Section 125 pre-tax medical expense account also known as a Reimbursement Account Plan for the purpose of enabling eligible members to divert a portion of their gross salaries, prior to reduction for federal income taxes, by a minimum of \$100 to a maximum of \$2,500 (or less, if required by the Internal Revenue Code) per plan year for health reimbursement (including but not limited to their aforesaid share of the premium cost for such plans, uncovered medical and dental expenses, and deductibles), and by a minimum of \$500 to a maximum of \$5,000 (or less if required by the Internal Revenue Code) per plan year for dependent care, into an account from which, during the course of the plan year, they can be reimbursed for the aforesaid health care costs and dependent care costs they or their covered dependents incur which are not covered by the medical or dental plans described in this Agreement. Such election shall be optional for the member and this plan shall be subject to the laws and regulations of the Internal Revenue Code.

Section 4 – Life Insurance

- a. The Board shall provide one hundred percent (100%) premium for One Hundred Thousand (\$100,000) dollars term life insurance for each member.

- b. Members shall have the option of converting said term life insurance referenced in sub Paragraph a. above to whole life insurance provided no additional premium cost is assumed by the Board.
- c. Members may elect to increase their own term life insurance coverage provided in 4 a. to an amount equal to double their annual salary at no cost to the Board.
- d. Members may elect to decline their own life insurance coverage beyond Fifty Thousand (\$50,000) dollars.

Section 5 – Retiree Health Insurance

A member entitled to medical coverage set forth in Article IX who retires on or after July 1, 2006 and who has worked for the Norwalk Public Schools for a minimum period of ten (10) years and who, at the time of retirement, has worked a minimum of thirty (30) hours per week and who is not eligible for coverage by his or her spouse’s medical insurer, shall receive the following retiree insurance benefit.

- a. Any member who retires before age sixty five (65) may, at his/her option, continue his or her participation in the Board’s health insurance plan at the group rate until he or she reaches age sixty-five (65) if he/she pays the full cost (no cost to the Board) of the plan.
- b. Retirees covered by Medicare/Medicaid hired prior to June 30, 2013 may choose to enroll in a Medicare Supplemental Insurance Plan sponsored by the Board, as amended from time to time, subject to payment of the insurance premium based on the following table:

Years in Norwalk	Member % Paid	BOE % Paid
10 or less	100	0
11 to 15	80	20
16 to 20	60	40
21 to 25	40	60
26 to 30	20	80
31 or more	0	100

- c. Retirees who elect insurance coverage pursuant to either paragraph A or B above shall pay the insurance premiums in the manner specified by the Board. Program is available to spouse at full premium.

**ARTICLE X
WORK DAY**

Section 1

Eight hours shall constitute a regular day’s work and forty (40) hours shall constitute a normal week’s work.

Members shall receive an unpaid one-half (1/2) hour duty-free lunch.

Section 2

Members shall be entitled to a ten (10) minute break in the morning.

Section 3

A member's schedule will be determined by management prior to the beginning of the school year. If a permanent change in work schedule is necessary, the Board of Education will provide two (2) weeks notice before implementing the change.

Section 4

During emergency weather conditions, the following provisions shall apply:

- a. Members are expected to report for work.
- b. A grace period of a maximum of two (2) hours from regular starting times shall go into effect. During that time period, should conditions deteriorate to a point where the Superintendent or his/her designee decides all Board of Education buildings are to be closed, a phone chain will be initiated, per the Superintendent's directive. This shall be treated as an excused absence and shall override prior projections for absences. Should Members have already reported to work prior to the decision to close the buildings the time worked shall be used as compensatory time.
- c. If the Board buildings are not closed and a member chooses not to report for work, the members shall notify the immediate supervisor, at the earliest possible time. Members who so choose may use compensatory time, personal or vacation time, if they wish to be paid. In lieu of the foregoing, the period of the regular work day may be made up, with administrative knowledge, in increments of at least one half hour, within sixty (60) days. Members shall not work through lunch periods.
- d. Members in schools without an administrator reporting for work shall leave the building at the same time the custodians leave for the day.
- e. Should extraordinary circumstances occur, they shall be subject to consultation with the Superintendent.
- f. In the event of an early dismissal, recognizing the need for office coverage, the administration shall release all members covered by this Agreement with no loss of pay as soon as practicable after said early dismissal, consistent with central office practice.

**ARTICLE XI
WAGES**

Section 1

A member's salary increase, or a portion thereof, may be withheld when such member's job performance is judged unsatisfactory by the Superintendent of Schools.

Section 2

The salaries of members covered by this Agreement are set forth in Appendix A attached hereto.

Section 3

Members hired after June 30, 2003 shall be offered a salary commensurate with experience, based on the discretion of the Superintendent that may not exceed the highest paid member of the bargaining group.

Section 4

All work done after the regular forty (40) hour work week or eight (8) hour day will be considered overtime hours and will be paid at the rate of one and one-half (1-1/2) times the regular pay. (This provision was moved from Article (XVI) in the previous contract.)

**ARTICLE XII
LONGEVITY**

Section 1

Members of the Federation hired prior to June 30, 2013 shall receive longevity payment during the first week of December and each December thereafter as they are entitled to their payment.

Section 2

In accordance with the previous sections, each eligible member shall receive Five Hundred Twenty-five (\$525) Dollars upon completion of ten years as a regular full-time member on or before June 30th, and Twenty-five (\$25) Dollars additional for each year thereafter, e.g. upon completion of eleven (11) years of service, Five Hundred Fifty (\$550); upon completion of twelve (12) years of service, Five Hundred Seventy-Five (\$575) Dollars; upon completion of thirteen (13) years, Six Hundred (\$600) Dollars; etc.

**ARTICLE XIII
SEVERANCE PAY**

Full-time permanent members whose position is eliminated by the Board of Education shall be entitled to two (2) weeks pay after five (5) years of service, three (3) weeks pay after ten (10) years of service and four (4) weeks pay after twenty (20) years of service.

**ARTICLE XIV
HOLIDAYS**

Section 1

All full-time permanent members shall be entitled to the following paid holidays:

New Year's Day	Labor Day
Martin L. King's Birthday	Columbus Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas

The above holidays shall be celebrated on the date declared by the state or federal government, or in lieu thereof by the Board of Education, as the official day of celebration and only when school is not in session. In the event school is in session on the above holidays, members shall be granted an additional non-school day off with pay.

Section 2

One (1) additional day, scheduled during the Christmas vacation by the Board, shall be granted. Designation of holidays set forth shall follow the school calendar. Jewish holidays shall be granted with pay if consistent with Board of Education policy and the school calendar.

**ARTICLE XV
VACATION**

Section 1

Full-time permanent members are eligible for the following vacation benefit:

After one year	-	2 weeks
After five years	-	3 weeks
After ten years	-	4 weeks

Section 2

Full-time permanent members who were hired prior to July 1, 1994* shall be eligible for the following vacation benefits beginning July 1, 1994:

After one year	-	3 weeks
After three years	-	5 weeks

Section 3

Vacations shall be taken at a time and in an amount approved by the Superintendent or his or her designee.

**ARTICLE XVI
PERSONAL LEAVE**

Section 1

All full-time permanent members shall be granted two (2) days per year, without loss of pay and not be deducted from sick leave, for important personal or family business that can only be transacted during the work day. The individual shall give adequate notice, except in cases of emergency, to his or her immediate supervisor in advance of taking a leave. In unusual circumstances the Superintendent may, at his discretion, grant one additional personal day. This day will be considered on a case-by-case basis and will not be subject to the grievance procedure.

Section 2

Members may carry forward one unused personal day each year. Unused personal days may be accumulated to a maximum of five (5) days, no more than two (2) of which may be taken consecutively unless the immediate supervisor grants approval.

**ARTICLE XVII
SICK LEAVE**

Section 1

Members hired after July 1, 1994 shall be credited with fifteen (15) days sick leave at the rate of one and one-quarter (1-1/4) days per month. Members hired prior to July 1, 1994* shall be credited with eighteen (18) days of sick leave at the rate of one and one-half (1-1/2) days per month.

Section 2

The accumulation of unused sick leave shall be up to the number of scheduled work days (excluding vacation and holidays) in the work year. All sick leave shall cease to exist on the day of retirement or termination of employment.

* Members hired between July 1, 1993 and June 30, 1994 shall be eligible for the benefit specified only on the effective date of this Agreement, and the Board shall not retroactively credit lost vacation time or sick leave to such member's accounts.

Section 3

Should absence due to illness continue beyond the time for which compensation is provided by this Agreement, the Board may consider an extension of sick benefits. If granted, such extension shall be considered on a case-by-case basis and shall not be subject to the grievance procedure.

Section 4

Retiring members who were hired prior to July 1, 1994 and survivors of deceased members who

were hired prior to July 1, 1994, shall be entitled to and receive full pay for accrued sick leave up to forty-five (45) days. Further, those same members shall be entitled to one-half (1/2) of 100 accrued days after the 45 days. The minimum amount of full pay days shall be at least forty-five (45), provided those 45 minimum days have been earned.

Section 5

During the course of paid or unpaid leave granted for medical reasons where an member is absent for seven (7) consecutive calendar days or if the Superintendent has a reasonable suspicion of sick leave abuse, the Superintendent may periodically require a member to provide a statement from his or her physician indicating the anticipated date the member will return to work and either the nature of the illness or disability or the fitness of the member to return to work. The Superintendent may require the member to undergo an examination by a Board-appointed physician to verify this information.

ARTICLE XVIII INJURY LEAVE

Section 1

Members injured on the job and receiving workers' compensation benefits shall receive the difference between their regular net pay from the Board of Education and the workers' compensation benefits for up to 85% of net pay after deductions. This supplemental compensation shall be paid for six (6) months or until such time as the first of the following occurs, whichever is earlier:

- a. The member is able to return to work,
- b. The member has reached maximum medical improvement and is no longer able to perform his duties.

Section 2

A member on workers' compensation shall in no event receive in any six (6) month period or in any one fiscal year compensation in excess of his normal wages including vacations and holidays. The Board of Education shall have the right to intervene in any third party suit in order to receive payments made pursuant to this Article.

ARTICLE XIX UNION LEAVE

The Federation President or designee shall be granted one (1) day each year, with pay, for the purpose of representing the Union at meetings, conferences, or educational programs. Prior to attending such meetings, the Union President or designee will inform his or her supervisor.

**ARTICLE XX
JURY DUTY**

Members shall be entitled to the difference between jury pay and regular pay for absences due to jury duty provided that the member return to work whenever jury duty is released prior to the end of the member's work day.

**ARTICLE XXI
BEREAVEMENT LEAVE**

All members shall be entitled to four (4) work days leave, without loss of pay, in the event of death in the immediate family. The immediate family shall be defined as husband, wife, mother, father, brother, sister, child, grandfather, grandmother, mother-in-law, father-in-law, daughter-in-law, son-in-law, and grandchild. Members shall be entitled to one (1) working day leave without loss of pay in the event of the death of uncle, aunt, nephew, niece, first cousin.

**ARTICLE XXII
SPECIAL PROVISIONS**

Section 1

Members who are regularly required to use their cars during the work day for the Board of Education shall be reimbursed for actual mileage at the IRS rate, provided such member has not elected to receive a monthly travel allowance of \$225 per month (including summer months). Such election for the monthly allowance must be made annually by the member prior to June 1st of each year on a form provided by the administration (including new hires). Any member who fails to notify the administration prior to June 1st shall default to the IRS reimbursement rate.

The administration shall provide members the election form on or around May 1st of each year. Other members who are required by the Board Of Education to use their cars during the work day will receive reimbursement for actual mileage at the IRS rate. No member shall be reimbursed for mileage incurred commuting to and from work from the member's home or other location. Reimbursement at the IRS rate is subject to satisfactory reporting of mileage to the administration.

Section 2

Members may request use of a Norwalk Board of Education vehicle to transport bulky objects. All members shall be required to carry his or her tools.

Section 3

The Board agrees that whenever possible members may review and comment on changes in job descriptions.

Section 4

The Board agrees to pay all or a portion of tuition for any courses or classes or certification

classes taken by the member for the improvement of his or her job, as long as such courses are approved by the Superintendent of Schools in advance.

Section 5

Any leave granted under the provisions of this contract or Board policy shall be credited against a member's entitlement under Family and Medical Leave Act, provided the member is requesting such leave for a purpose recognized under the Act.

ARTICLE XXIII PROFESSIONAL GROWTH OPPORTUNITY

In order to create an environment that allows for personal and professional growth that meets the needs of the district and the professional aspiration of the member, the Chief of Technology, Innovation and Partnerships shall implement a training program for members. Opportunities will be provided for those members who have demonstrated their ability to pursue more advanced training based on job performance.

To be considered for advancement, the member must have satisfactory performance as determined by the Chief of Technology, Innovation and Partnerships. Prior to each fiscal year the Chief of Technology, Innovation and Partnerships will set forth the schedule of certifications/projects that can be earned for potential advancement and set forth the professional growth for all members.

During July and August, but no later than September 15, the member and the Chief of Technology, Innovation and Partnerships will identify certifications/projects for each member for professional growth. The selection of the credits and mutually agreed timeline for each member to earn those credits shall be reviewed and approved by the Chief Operating Officer based on the needs of the district. The cost of tuition, books and software to attend the training program(s) will be paid for or supplemented by the Board. Upon completion of the requirements and with documentation that the member has earned a credit the individual shall receive a one-time stipend of one hundred dollars (\$100) per credit earned.

Any recommendations by the Chief of Technology, Innovation and Partnerships for movement from salary step to salary step will be based on the recommendation of the Chief of Technology, Innovations and Partnerships. Normally, any tier movement will not become effective until the fiscal year following the fiscal year. The cost of any approved movement(s) from salary step to salary step, for the entire bargaining group, in any fiscal year, shall not exceed five thousand dollars (\$5,000).

Written notice of any Professional Growth Opportunity approval and the awarding of credits will be sent to the Human Resources Office and to the union president by the Chief of Technology, Innovation and Partnerships.

**ARTICLE XXIV
PENSION PLAN**

If eligible, members may enroll with the pension plan offered by the City of Norwalk at no cost to the Board.

**ARTICLE XXV
DURATION**

This Agreement shall take effect upon signing and shall be in full force and effect until June 30, 2019. Salaries shall be retroactive to July 1, 2016. No other provision under this Agreement is retroactive unless it is so stated in the language of this provision.

DATE 3/7/17

NORWALK BOARD OF
EDUCATION

BY 

DATE 2/28/2017

THE UNITED FEDERATION OF
TECHNICIANS, LOCAL 72
SUPPORT, AFSA, CFSA, AFL-CIO

BY 

APPENDIX A

COMPENSATION SCHEDULE

Compensation will be paid to members of this bargaining group as follows:

IT Technician	2016-17	2017-18	2018-19
IT Technician: Tier 1	\$45,953	\$47,102	\$48,279
IT Technician: Tier 2	\$47,332	\$48,515	\$49,728
IT Technician: Tier 3	\$48,752	\$49,971	\$51,220
IT Technician: Tier 4	\$50,214	\$51,469	\$52,756
IT Technician: Tier 5	\$51,721	\$53,014	\$54,339
IT Technician: Tier 6	\$53,272	\$54,604	\$55,969
IT Technician: Tier 7	\$54,871	\$56,243	\$57,649
IT Technician: Tier 8	\$56,517	\$57,930	\$59,378

IT Specialist	2016-17	2017-18	2018-19
IT Specialist: Tier 1	\$60,614	\$62,129	\$63,683
IT Specialist: Tier 2	\$63,174	\$64,753	\$66,372
IT Specialist: Tier 3	\$65,447	\$67,083	\$68,760
IT Specialist: Tier 4	\$67,738	\$69,431	\$71,167
IT Specialist: Tier 5	\$70,109	\$71,862	\$73,658
IT Specialist: Tier 6	\$73,294	\$75,126	\$77,005
IT Specialist: Tier 7	\$75,493	\$77,380	\$79,315
IT Specialist: Tier 8	\$77,758	\$79,702	\$81,694

The 2016-17, 2017-18 and 2018-19 salaries were increased by 2.5% (retroactive to July 1, 2016) each year. Members will be placed on the above schedule consistent with current salaries. A member can be considered for advancement to a higher tier under the provisions of Article IV or by qualifying under the provisions of Article XXIII.

APPENDIX B

CREDIT SCHEDULE

Credits may be earned as follows:

- a. Half (.5) Credit for a one (1) day course that results in a certificate approved by the Chief of Technology, Innovation and Partnerships.
- b. One (1.0) Credit for a two to five day course that results in a certificate approved by the Chief of Technology, Innovation and Partnerships.
- c. Two (2.0) Credits for an industry recognized certification approved by the Chief of Technology, Innovation and Partnerships.
- d. Half to one (.5 – 1.0) completion of a major project/performance that in the sole determination of the Chief of Technology, Innovation and Partnerships.