

**AGREEMENT**

**between**

**THE NEW BRITAIN BOARD OF EDUCATION  
CONSOLIDATED SCHOOL DISTRICT**

**and**

**LOCAL 818 OF THE  
AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES  
AFL-CIO**

**JULY 1, 2018 - JUNE 30, 2021**

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BETWEEN**

**THE BOARD OF EDUCATION  
CONSOLIDATED SCHOOL DISTRICT OF NEW BRITAIN**

**AND  
LOCAL 818 OF THE  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES  
AFL-CIO**

This Agreement is entered into by and between the Board of Education for the Consolidated School District of New Britain (hereinafter referred to as the "BOARD") and Local 818 of Council 4 of the American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the "UNION"). It is the intention of the parties entering into this Agreement to maintain a harmonious relationship between them recognizing the legitimate needs of the employees covered as well as the obligation of the Board to the public.

**ARTICLE I  
UNION RECOGNITION**

- 1.0 The Board recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining pursuant to the terms and conditions of sections 7-467 to 7-477 of the Connecticut General Statutes with respect to wages, hours and other conditions of employment for all supervisory employees of the Board, whether or not paid from funds obtained from State or Federal legislation, serving in the positions listed in Appendix A.
- 1.1 No job classifications included in the bargaining unit under Section 1.0 above shall be reclassified outside the unit as defined above during the life of this Agreement without the mutual consent of the parties.
- 1.2 If the Board creates any new positions during the life of the Agreement, it will meet with the Union at the Union's request in an attempt to arrive at a mutual determination as to inclusion or exclusion from the bargaining unit. In the event they are unable to agree, the Union, at its option, may refer the matter to the State Labor Relations Board for determination under Section 7-471 (2) of the General Statutes. If the position is determined to be within the scope of the bargaining unit, the Board and the Union must negotiate on the proper pay grade or use the services of the State Board as stated above in the clause.

**ARTICLE II  
THE RIGHTS OF THE BOARD**

- 2.0 It is recognized that the Board has and will continue to retain the right, responsibility and prerogative to direct the operations of the public schools in the City of New Britain in all respects, provided however, that the same rights, responsibilities and prerogatives shall not be exercised in a manner inconsistent with or in violation of any of the specific terms and provisions of the Agreement.

**ARTICLE III  
UNION SECURITY**

- 3.0 The Board agrees to deduct a monthly dues or agency fee, as specified by the Union from the wages of all employees covered by this Agreement provided, however, that the Board has been duly authorized by the employee to make such deduction.
- 3.1 All employees in the bargaining unit who are presently members of the Union and who do not remain Union members in good standing in accordance with the provisions of the International Constitution shall, as a condition of employment, pay to the Union a service fee equivalent to the amount uniformly required of its members. All employees in the bargaining unit who are not and who do not become and remain Union members in good standing in accordance with the provisions of the International Constitution shall, as a condition of employment, pay to the Union a service fee equivalent to the amount uniformly required of its members. All employees employed in the bargaining unit after the effective date of the Agreement who do not become and remain Union members in good standing in accordance with the provisions of the International Constitution shall, as a condition of employment, pay to the Union a service fee equivalent to the amount uniformly required of its members.
- 3.2 The deduction for any month shall be made during the first payroll week of each month and shall be remitted to the Financial Officer of the Union not later than the last day of said month.
- 3.3 The monthly remittance of dues or fees to the Union will be accompanied by a list of names and home addresses of employees from whose wages dues or fee deductions have been made.
- 3.4 The Union shall hold the Board harmless against any and all claims, demands, liabilities, lawsuits, counsel fees or other costs which may arise out of, or be by reason of actions taken against the Board as a result of the administration of the provisions of this section.
- 3.5 The Board agrees to deduct from the pay of bargaining unit members who authorize such deductions from the wages such amounts as each individual employee wishes to contribute to the National PEOPLE Committee of AFSCME. It is understood that such contributions are voluntary and are not required as a condition of employment. The total amount deducted from employees' wages, together with a list of names of employees and their individual contributions, shall be forwarded monthly to the National PEOPLE Committee. A copy of such list shall be provided to the Union Treasurer.
- 3.6 The Union shall have the right and opportunity to hold an orientation session with all newly

hired employees. This orientation session shall be for the purpose of explaining the new employee's contractual rights and introducing him/her to the Union. The orientation will be held within fifteen (15) days of the employee's hire date and shall be during working hours at a time agreed to by the employee's immediate supervisor, not to exceed thirty (30) minutes in duration.

- 3.7 The Employer agrees that Representatives of AFSCME shall be permitted to enter the premises of the employer at any reasonable time for the purpose of transacting Union business, discussing, processing or investigating filed grievances, or fulfilling the role of collective bargaining agent, provided that they do not interfere with the performance of duties.

#### **ARTICLE IV SENIORITY, TRANSFERS AND VACANCIES**

- 4.0 Seniority is defined as the length of service of the employee from the last date of employment by the Board. Seniority will continue to accrue during any authorized paid or unpaid leave for purposes of lateral transfer, layoff and recall rights, and longevity pay. Seniority will continue to accrue during any uniformed services leave for all purposes.

Seniority will be lost if an employee quits, resigns or is discharged, or exceeds an authorized leave of absence.

- 4.1 The Board will maintain a seniority list which shall be revised as of January 1<sup>st</sup> of each year and a copy furnished to the Union upon request. Any claims by the union for corrections of such list must be made within thirty (30) days after a copy is given to the Union, otherwise the list shall be deemed correct.
- 4.2 No employee shall attain seniority rights in this Agreement, until the employee has worked one-hundred twenty (120) days. During such period the employee shall be subject to all other clauses of this Agreement but shall be on probation and may be discharged by the Board for any reason not prohibited by law and without recourse to the grievance and arbitration provision of the Agreement by either the Union or the employee. Upon completion of the probationary period, the employee's seniority shall date back to the time the employee started work, as set forth in Section 4.0.
- 4.3 All vacancies and new positions shall be sent electronically for a period of five (5) working days prior to any action taken by the Board to fill such vacancies or new positions on a permanent basis. Copies of such postings shall be sent to the Union. The parties may mutually agree in writing to waive the five (5) calendar days' internal posting.

- 4.4 When a vacancy or a new position exists within the School District in the bargaining unit and the Board decides to fill the vacancy or position, the employee within the Local 818 bargaining unit with the highest passing mark on an oral, written or practical examination (or combination thereof) given for the purpose of filling the vacancy or new position shall be given the first opportunity to fill that vacancy. If no employee within the Local 818 bargaining unit is then eligible for the position, the vacancy may be offered to any other applicant. On positions requiring no examination, employees within the Local 818 bargaining unit, if qualified, shall be given first preference to fill the position by seniority. The Union shall be provided with the names and total scores of employees within the Local 818 bargaining unit who have passed examinations before any promotions are made.

## **ARTICLE V HOURS OF WORK AND OVERTIME**

- 5.0 The regular work year, work week and workday shall be as follows:

- a) Payroll Manager, Accounting Manager, Supervisor of Central Registration, Administrative Aide – Academics and Operations, Administrative Aide - Pupil Services, MIS Manager, and Attendance Supervisor:

Twelve (12) months per year, five (5) days per week, Monday through Friday, generally from 8:00 A.M. to 4:00 P.M. with an unpaid one-half hour lunch break, for a total of thirty-seven and one-half (37-1/2) hours per week.

- b) Custodial Foreman and Supervisor of Maintenance, Districtwide Therapy Supervisor & Manager of Extended Learning

Twelve (12) months per year, five (5) days per week, Monday through Friday, eight (8) hours per day, for a total of forty (40) hours per week with an unpaid one-half hour lunch break. The Security/Custodial Supervisor shall work from 6:30 a.m. to 2:30 p.m. with an unpaid one-half hour lunch break.

- c) Nursing Supervisor:

- 1) Will work the student year plus an additional twenty (20) days per year during the summer, at their supervisor's discretion. Health care employees will generally work five (5) days per week, eight (8) hours per day, Monday through Friday, with an unpaid one-half (1/2) hour lunch break, unless, in accordance with the school calendar, students are in school for less than a five (5) day week. In addition, the work year for health care employees may include one (1) hour per month to be spent in a staff meeting scheduled outside the normal work day scheduled by the Director of Pupil Services and may include staff development time up to 20 (twenty) hours per school year, generally an additional two (2) hours per month. Payment for attendance at such meetings and/or staff development will be paid as extra earnings.

- 2) If the student year and/or day changes, the Board may implement a corresponding change in the work year or work day (increase or decrease), by adjusting the salary schedule on a pro-rata basis or by negotiating the impact of such change with the Union.
- 3) Health care employees will not be eligible for paid vacation or paid holidays.
- 4) Health care employees will be eligible for sick leave under the same terms as other employees in this bargaining unit.
- 5) Health care employees will be paid their compensation in twenty-six (26) bi-weekly paychecks.
- 6) Health care employees will be considered district-wide employees, and will be assigned their location(s) by the Chief Talent Officer and/or his/her designee.

5.1 The Chief Talent Officer and/or his/her designee must approve any work schedule changes.

5.2 Time and one-half shall be paid as follows:

- a) For all work performed by an employee in excess of eight (8) hours in a day or forty (40) hours in a week.
- b) For all work performed on the sixth day of an employee's regular work week as set forth in Section 5.0 (b).

5.3 Double time shall be paid as follows:

- a) For all work performed on the seventh day of the employee's regular work week as set forth in Section 5.0 (b).
- b) For all work performed on holidays plus regular holiday pay.

5.4 The Union shall be given, upon request, a list of all overtime hours paid to each employee as of October 1<sup>st</sup> and April 1<sup>st</sup>.

5.5 Overtime hours shall not be considered as part of an employee's regularly scheduled hours of work.

5.6 Employees who have left work after the end of their scheduled work shift and who are called back to work shall receive a minimum of four (4) hours straight time pay or the actual hours worked at time and one half (1½), whichever is greater.

**ARTICLE VI  
LEAVE PROVISIONS**

**6.0 Paid Sick Leave**

- a) Each employee shall receive leave of absence with full pay for personal illness at the rate of one and one-half (1-1/2) days a month, cumulative to a maximum of two hundred twenty five (225) days. Employees receive the balance in their account on the pay stubs and should direct any discrepancies to Payroll.
- b) Paid sick leave for any day will be allowed only if an employee reports such absence to the immediate supervisor or authorized agent appropriately. Extenuating circumstances will be taken into consideration.
- c) An investigation by the Superintendent or designee may be made to determine the validity of a sick leave claim including a request for the employee involved to submit a medical certificate to substantiate the illness. In no event shall any claim for sick leave in excess of five (5) consecutive working days be approved without such employee submitting such medical certificate to the Superintendent or designee.
- d) Sick leave in excess of the amount stipulated in this rule may be granted by the Superintendent or designee. A request for such leave shall be presented with a complete statement as to the reason and necessity for such extension. Sick leave may be extended beyond the time earned up to a limit of thirty (30) days with pay, provided that the employee, upon return to work, pays this back at the rate of three fourths (3/4) day per month, while the balance of one-half (1/2) day may be credited to the employee's account. Sick leave in excess of the amount earned will not become effective until the employee has exhausted all other time due. All employees shall sign a stipulated agreement for personal liability to reimburse to the Board in monies for all time extended or balance due the Board at the time of their leaving the employ of the Board.
- e) An employee, upon retirement or death, shall receive, on the basis of current wages, thirty percent (30%) of accumulated sick leave.

Any employee hired after June 30, 2008 shall not receive compensation for any unused accumulated sick leave.

**6.1 Personal Days**

Employees shall be entitled to up to five (5) personal days per year with pay to:

- (a) Observe mandatory religious holidays;
- (b) To attend weddings or graduations in the immediate family, or;
- (c) To conduct legal or personal business that cannot be conducted outside regular working hours.

A maximum of two (2) paid personal days shall be granted in any school year for legal or personal business that cannot be conducted outside regular work hours. Unless there is a legitimate reason, personal days shall not be granted on the last work day before a holiday or the first work day after a holiday or to extend vacations. Such days shall not be cumulative.

Such requests made shall not be arbitrarily or capriciously denied.

## 6.2 Bereavement Leave

- a) In the event of death in the employee's immediate family or the immediate family of his/her spouse, the employee shall be granted a maximum of five (5) successive calendar days absence without loss of pay to attend the funeral except that the maximum time for brother-in-law and/or sister-in-law shall be two (2) successive calendar days. Immediate family for purpose of this clause is defined as parents, grandparents, spouse, brother, sister, child, or grandchild, niece or nephew and also any relation who is domiciled in the employee's household. Proof of death may be required by the Superintendent or designee.
- b) An employee may be entitled to one (1) day with pay to attend a funeral outside the immediate family subject to reasonable manpower requirements.
- c) In case of death of the employee's aunt or uncle the employee shall be granted two (2) days leave.

## 6.5 Superintendent's Discretion

Nothing agreed to herein precludes the Superintendent or designee from granting additional days off, with or without pay, for circumstances not specifically covered or for circumstances specifically covered herein.

## 6.6 Workers' Compensation Supplement

Whenever an employee is absent from work due to an injury or other incapacity resulting from his/her employment with the Board of Education, and is entitled to compensation under the Worker's Compensation Act, such absence shall not be charged against the employee's accumulated sick leave for a period not to exceed twelve (12) consecutive months. During said period, such employee shall be paid wages which together with Worker's Compensation payments do not exceed his/her regular net weekly check. The Board shall be entitled to have any such employee examined by a doctor chosen and paid for by the Board.

## 6.7 Uniformed Services Leave

Any permanent full-time employee in the Classified Service who is a member of the National Guard or Naval Militia or the Military or Naval Forces of the United States who is required to undergo field training therein, shall be entitled to leave of absence with full pay for the period of such field training not to exceed two (2) weeks per fiscal year. The said leave of absence shall be in addition to the annual vacation leave. A statement from military authorities evidencing such attendance shall be required by the Board, as well as a statement from military authorities evidencing rank, pay and allowance. Any benefits granted by the Uniformed Services Employment and Re-Employment Act in addition to such rights will also apply.

#### 6.8 Serious Illness of Family Members

When the serious illness of a member of the employee's immediate family requires the employee's personal attendance, up to ten (10) working days chargeable to sick leave shall be granted, provided, however, that the employee shall, unless otherwise excused by the Superintendent or designee, furnish a medical certificate.

#### 6.9 Unpaid Leave

Upon written request and with the approval of the Board, a leave of absence for a specific purpose and for a specific period not exceeding one (1) calendar year may be granted to an employee of the Board without pay and without loss of seniority.

#### 6.10 Union Business Leave

Union officers and/or delegates shall be granted leave with pay, not to exceed five (5) working days to attend officially sponsored meetings, conferences or conventions, providing no compensation for lost time is received by the employee from the Union. Prior notification of such leave of absence must be given to the Superintendent or designee with two (2) weeks' notice.

#### 6.11 Jury Duty

Employees summoned to jury duty will be paid the difference, if any, between the pay for jury service and their regular day's pay; provided that the employee notifies the Department Head at the time of receipt of summons, furnishes proof of jury service and any payment received, and reports back to the department for work on any day or portion thereof when the jury is not in session.

#### 6.12 Sick Leave Bank

- (a) A sick leave bank is hereby established to be used for extreme hardship cases. Any employee may contribute sick leave days to the sick leave bank and days shall be deducted from his/her accumulation of sick leave. Each year a maximum of one hundred (100) days may be contributed to the sick leave bank and a maximum of one hundred (100) days may be granted by the bank. Semi-annual reports shall be submitted to the Union.
- (b) A committee shall be established yearly consisting of two (2) persons Designated by the Union and two (2) persons designated by the Superintendent or designee. The committee shall develop procedures for applying and granting of sick leave from the bank The committee shall: (1) require a doctor's certificate regarding the sickness; (2) limit the number of days granted to any employee in any given school year to thirty (30); (3) consider the seriousness, nature and projected duration of the illness or disability involved; and (4) consider the applicant's prior record of sick leave use. Additional committee criteria may be added.
- (c) The granting of any sick leave days shall be by majority vote of the committee members and such vote shall be final.

## **ARTICLE VII**

### **VACATIONS**

7.0 All eligible employees will accrue paid vacation at the rate of two (2) days per month. One (1) additional day will be added each year on the anniversary date of the employee for a total of 25 days annually.

Employees hired after June 30, 2012 will accrue paid vacation as follows:

One (1) day per month	1 <sup>st</sup> year of service
One and one-quarter (1¼) days per month	2 <sup>nd</sup> through 4 <sup>th</sup> year of service
One and one-half (1½) days per month	5 <sup>th</sup> through 7 <sup>th</sup> years of service
Two (2) days per month (25 days annually)	8 <sup>th</sup> year of service and beyond

7.1 When an employee has no days in his/her sick leave account, he/she may request that the remaining vacation days be transferred to the sick account.

7.2 The vacation period will be set by mutual agreement between the Superintendent or designee and the employee, provided a department's/school's efficiency is not impaired.

7.3 Any accrued pro-rata vacation pay due an employee at the time of voluntary termination shall be paid.

7.4 In the event of the death of an employee, the employee's estate shall receive any accrued pro-rata vacation pay.

7.5 It is agreed that employees may carry over one week of annual earned vacation leave per year to a maximum carry-over of twenty five (25) days.

## **ARTICLE VIII**

### **DISCIPLINARY PROCEDURE**

8.0 No employee covered by this Agreement shall be discharged or disciplined except for just cause and any appeal there from shall be conducted in accordance with the grievance procedure set forth herein.

8.1 Other than in the case of probationary employees, any disciplinary action including discharge may be appealed through the grievance procedure of the Agreement. Any disciplinary action other than an oral warning shall be stated in writing, giving the reason for same, and a copy given to the employee and the Union Steward at the time of such action.

8.2 Recorded disciplinary actions in any member's personnel file will be accorded its due weight based upon severity and recency in accordance with existing law.

8.3 If an employee is arrested for a crime against a person, sexual assault, child abuse or family violence, he/she shall notify the Chief Talent Officer within a reasonable amount of time following the arrest. This information shall be kept confidential.

8.4 The disciplinary record of any employee given a written warning under the provisions of this article shall be removed after a period of three (3) years, unless during that time the

employee has been disciplined again for the same offense. Any disciplinary action appealed through the grievance procedure and found to be without just cause shall be removed from the employee's record immediately.

## **ARTICLE IX HOLIDAYS**

9.0 The recognized paid holidays shall be as follows:

New Year's Day	Columbus Day
Martin Luther King, Jr. Day	Veteran's Day
Lincoln's Birthday*	Thanksgiving Day
President's Day	The day after Thanksgiving
Good Friday	The work day before Christmas
Memorial Day	Christmas Day
Independence Day	The next work day after Christmas
Labor Day	

and any holiday officially proclaimed as such by the Congress of the United States or the legislature of the State of Connecticut

\*Shall be celebrated on the day chosen by the Board on the District calendar.

- 9.1 Holidays that fall on a Saturday shall be observed on the preceding Friday.
- 9.2 Holidays that fall on a Sunday shall be observed on the following Monday.
- 9.3 No holiday pay shall be paid to an employee who is under suspension.

## **ARTICLE X WAGES AND LONGEVITY**

10.0 The Compensation Plan for employees covered under the Agreement is set forth in Appendix A. An employee, after having served one (1) year (12 months) in grade will advance to the next step of the pay plan. The implementation of this higher rate will become effective the first full work week after such twelve-month period.

### 10.1 Longevity

For each employee covered by this Agreement with a minimum of ten (10) years of continuous service the following amounts shall be added to such employee's annual compensation for the years of service completed by April 1 of each year.

Effective July 1, 2008

For ten (10) through fourteen (14) years of service	\$ 500
For fifteen (15) through nineteen (19) years of service	\$ 650
For twenty (20) through twenty four (24) years of service	\$ 800
For twenty (25) through twenty nine (29) years of service	\$ 950
For thirty (30) or more years of service	\$1100

Such longevity payments shall be made during the month of June of each year.

## 10.2 Shift Differential

Employees working on a regularly scheduled shift operation shall receive a shift differential as follow: Employees on the second shift shall receive one dollar and seventy-five cents (\$1.75) per hour in addition to their regular hourly rate if the majority of their regular work hours are scheduled to be after 2:00 p.m.

## ARTICLE XI BENEFITS

### 11.0 Health and Dental Insurance

#### a) Plan Description

A High Deductible/Health Savings Plan (“HSA”) shall be the insurance plan for all employees. The deductible for the HSA Plan shall be two thousand dollars (\$2,000) for single coverage and four thousand dollars (\$4,000) for family coverage. The Board will fund fifty percent (50%) of the applicable HSA deductible amount for each full-time employee who elects coverage under the High Deductible/HSA.

The Board’s contribution toward the HSA deductible will be deposited into the HSA accounts as follows: one-fourth (1/4) of the applicable amount in the first paycheck in July each year and the remaining three-fourths (3/4) on each successive first check in October. 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 co-pay for prescriptions drugs after the deductible will be as follows:

Ten dollars (\$10) for generic retail  
Twenty five dollars (\$25) for brand formulary retail  
Forty dollars (\$40) for brand non-formulary retail

Covered members must obtain a prescription through mail order after the third prescription and receive a one hundred (100) day supply at two (2) times the rates listed above.

Effective July 1, 2020, the co-pay for prescription drugs after the deductible will be as follows:

Ten dollars (\$10) for generic retail  
Thirty dollars (\$30) for brand formulary retail  
Forty five dollars (\$45) for brand non-formulary retail

Covered members must obtain a prescription through mail order after the third prescription and receive a one hundred (100) day supply at two (2) times the rates listed above.

The Board and the employees shall pay the following percentages of the costs for coverage in the High Deductible/HSA plan:

	2018-2019	2019-2020	2020-2021
Board	86%	85%	84%
Employee	14%	15%	16%

If the Board receives notice that the total cost of a group health plan or plans offered under this contract will trigger an excise tax under Internal Revenue Code Section 4980I, or any other federal statute or regulation, during the term of this contract, the Board and the Union will, upon the request of the Board, engage in mid-term negotiations regarding the impact of such excise tax, in accordance with the Municipal Employees Relations Act (MERA).

All members who are not eligible for the HSA shall be eligible for an HRA plan, consistent with the HSA plan design at the same premium cost sharing formula and level of Board contribution.

#### 11.1 Alternative Health Insurance

An employee covered by alternative insurance has the option to forego insurance provided by the Board. After proof of alternative coverage, the employee will receive a cash payment of \$1000 in lieu of any insurance coverage. The employee must request this option by April 1<sup>st</sup> of each year.

#### 11.2 Premium Cost Sharing

The term "Premium Cost" as used herein shall mean the premium rate that each carrier charges or would charge the Board to provide the medical benefits listed above for each level of coverage (i.e., individual, two-person, and family) whether or not the Board funds such benefits on a fully-insured basis or a self-insured basis. Upon written request, the Board shall provide the Union with a written statement of the premium rate that the carrier charges or would charge the Board to provide the benefits of the particular insurance program for each level of coverage. Each employee shall pay a pre-tax premium cost share.

The deduction for the premium cost share is annualized with the premium cost share being paid each pay period between September and August of each contract year.

#### Section 125 and Flexible Spending Accounts

The premium cost sharing amount for which the member is responsible shall be automatically deducted from the members' pay on a pro-rata monthly basis. In accordance with Internal Revenue Service Regulations, the Board agrees to maintain a Section 125 Plan under which a member may designate pre-tax dollars for certain medical costs such as premium cost sharing amounts, deductibles, co-insurance charges and certain medical care not covered under existing insurance programs. In addition, a member also may designate pre-tax dollars for a flexible spending account for dependent child care expenses. A monthly administrative fee of four dollars (\$4.00) will be charged for enrollment in one (1) or more of the flexible spending account plans.

### 11.3 Life Insurance

Each employee may elect to participate in a group life insurance plan of the Board in the amount of sixty thousand dollars (\$60,000) during the term of employment and ten thousand (\$10,000) at the time of retirement.

The employee will also be permitted to purchase additional life insurance at his/her own expense if allowed by the Board's insurance carrier to a maximum of two hundred thousand dollars (\$200,000).

### 11.4 Pension

Subject to the provisions of 11.7, pension benefit shall be provided for the employee according to the Connecticut Municipal Employees Retirement Fund Act as contained in Sections 7-425 to 7-459, Connecticut General Statutes.

### 11.5 Voluntary Retirement:

- a) Board employees eligible for retirement who ask for a voluntary retirement of their own free will shall receive upon retirement continued fringe benefits at the Board's expense, as outlined in the present contract, subject to any applicable premium cost sharing, and any amendments and/or modifications during the applicable period, pursuant to collective bargaining, until a five (5) year period of retirement. Thereafter, such retirees will receive the same options as other retirees.

Effective January 1, 2010 after eight (8) years of continuous service, two (2) of which shall be in Local 818, eligible employees who ask for voluntary retirement of their own free will shall receive upon retirement continued fringe benefits at the Board's expense, as outlined in the present contract, subject to any applicable premium cost sharing and any amendments and/or modifications during the applicable period pursuant to collective bargaining until a two (2) year period of retirement. The Board will pay fifty percent (50%) of the cost up to a maximum of seven thousand five hundred dollars (\$7500.00) per year for the cost of the member's benefits for three (3) additional years, but not past the age of sixty five (65). Thereafter, such retirees will receive the same option as other retirees.

- b) A letter will be given to each prospective voluntary retiree prior to such employee's voluntary retirement explaining said retiree's status for the period as provided in (a) above.
- c) Employees choosing voluntary retirement will receive payment for all accrued contract benefits within a reasonable time after their retirement.
- d) Any employee choosing voluntary retirement must provide at least ninety (90) days' notice unless special arrangements have been made with the Superintendent or designee.
- e) Any employee who has qualified for retirement payments under Plan B of the Municipal Employees' Retirement Fund shall be entitled to the benefits of this section.

- f) At the end of the period as provided in (a) above, the retiring employee shall revert back to the then existing schedule of applicable benefits.
- g) Upon the Statutory Entrance Date, all eligible employees covered by this Agreement will be provided with coverage under Plan B of the Connecticut Municipal Employees' Retirement Act.

#### 11.6 Retiree's Life Insurance

It is agreed that the one thousand dollars (\$1,000) Life Insurance Coverage will be continued for those employees retired prior to the effective date of Plan B.

#### 11.7 Change of Coverage

If the Board finds it desirable to obtain equivalent coverage from alternate carriers, at no additional cost to the employee, the Union agrees to negotiate regarding such change of coverage upon written notice from the Board of such intent. The Board may request an evaluation of the equivalency of coverage by an arbitrator chosen under the provisions of Article 13.3. If the arbitrator finds the coverage to be equivalent, the Board may exercise the option of changing to the equivalent coverage through an alternate carrier.

#### 11.8 Reimbursement for Losses

The Board shall allocate a sum not to exceed two thousand dollars (\$2,000) for the purpose of reimbursing the employees for loss or damage to their cars or other personal property, excluding cash, incurred while in the performance of duty. Payment for loss or damage shall not duplicate those losses covered by the employee's insurance. All reimbursements for the foregoing will be held until the end of the fiscal year, at which time reimbursement will be made in full if the amount allocated is sufficient for such purpose, otherwise pro-rated reimbursements will be made according to the demands made on the allocated fund of two thousand dollars (\$2,000).

#### 11.9 Tuition Reimbursement

Upon prior approval of courses by the Superintendent or his/her designee, the Board will reimburse bargaining unit members one-half (1/2) of tuition costs, up to twelve (12) semester hours per year, to a maximum of five thousand dollars (\$5,000) per member. The Superintendent (or designee) may pre-approve, at his/her sole discretion courses and/or programs of studies that he/she determines to be relevant to the member's assignment, and such decision shall not be grievable.

#### 11.10 Licensing

All employees who are required by Connecticut State Law, in order to maintain their existing positions, to participate in a refresher course shall be reimbursed fifty percent (50%) of the tuition costs for all semester hours needed to fulfill the required courses.

## **ARTICLE XII**

### **SAFETY AND HEALTH**

- 12.0 The Board shall make reasonable provisions for the safety and health of its employees during the hours of their employment, including the furnishing of foul weather gear, boots and gloves, protective helmets, authorized safety glasses or goggles to those employees exposed to severe elements or required to work in hazardous locations.
- 12.1 At the request of either party, the members of the bargaining unit and the Superintendent or designee shall meet to discuss issues concerning health and safety.

## **ARTICLE XIII**

### **GRIEVANCE PROCEDURE AND ARBITRATION**

- 13.0 Any member of the bargaining unit in company with the Union Representative, if so desired, may informally present his/her complaint to his/her immediate supervisor or appropriate administrator.
- 13.1 For the purpose of this agreement, a grievance shall be defined to mean a dispute between an employee and/or the Union with the Board over the interpretation or application of a specific section of the Agreement. No grievance may be filed after fifteen (15) working days of the event giving rise to it. When filed, a grievance shall be handled in accordance with the procedure set forth below.
- 13.2 The grievance shall be put in writing by the employee and/or Union Representative on the form provided in Appendix B, setting forth the specific section of the Agreement involved and shall be submitted to the employee's supervisor who shall answer within five (5) working days. If the grievance is not settled it may be submitted to the superintendent or designee within five (5) working days from the date on which the employee's supervisory answered.
- 13.3 The Superintendent or designee will meet within five (5) working days of receipt of the grievance with the employee and/or Union Representative in an effort to resolve the grievance. The Superintendent or designee will answer in writing within five (5) working days after such meeting.
- 13.4 If the grievance is not settled, it may be submitted at the request of the Union only within ten (10) working days of the receipt of the second step answer to mediation by the State Board of Mediation and Arbitration. If the grievance remains unsettled, it may then be submitted at the request of the Union only within twenty (20) working days of the first meeting with the mediator to arbitration. The matter shall be then heard by the Connecticut Mediation and Arbitration Board in accordance with its usual procedure. The Arbitrator selected shall hear and decide only one (1) grievance at a time. The award shall be final and binding by law. The Arbitrator(s) shall be bound and must comply with all terms of the Agreement and shall have no power to add to, subtract from or in any way modify the provisions of this Agreement.
- 13.5 Any time limits specified within this Article may be extended by written mutual agreement of the Union and the Chief Talent Officer, provided that if a grievance is not submitted to a higher step in the above procedure, it shall be deemed settled on the basis of the Board's

answer in the last step considered.

- 13.6 In the event the Board fails to answer a grievance at any step within the time limits set forth in this Agreement, the grievance may be taken to the next step at the option of the employee or the Union.
- 13.7 One (1) Union Representative (steward) shall be permitted to handle grievances. The steward shall be permitted a reasonable amount of time to adjust grievances during working hours without loss of pay, provided that he/she shall notify his/her immediate supervisor when leaving his/her position for such purposes.
- 13.8 One officer of the local Union shall be permitted time off without loss of pay for all time actually spent in arbitration hearings. The same shall apply for the principal participants as mutually agreed upon by the Superintendent and the Union.
- 13.9 Reasonable work rules may be established provided:
- a) That the Union shall be notified promptly, in writing, when such rules or changes are proposed.
  - b) That the Union may present its position on such rules or changes at a meeting with the Superintendent or designee.
  - c) For the purpose of this Agreement, the term "reasonable work rules" shall mean the employee's conduct and the manner of performance on the job.
  - d) These rules shall not be in conflict with any provision of this Agreement.

#### **ARTICLE XIV GENERAL PROVISIONS**

- 14.0 The parties agree there shall be no discrimination against any employee because of race, color, ancestry, national origin, citizenship status, gender, marital status, physical or mental disability, religion, age, sexual orientation, gender identity, veteran's status or membership in the Union.
- 14.1 Disability:
- Any employee of Local 818, who has been retired by reason of physical or mental disability, pursuant to the provisions of Section 7-432, Connecticut General Statutes, may be required by the State of Connecticut to submit to a re-examination. Such examination is to be conducted by a surgeon or physician appointed by the State Employees' Retirement Commission and paid for either by said Commission or the Board. Should the employee be found capable of returning to active duty the employee shall be reinstated at the pay grade and step held at the time of the employee's retirement under terms of the Local 818 Contract in force at the time of re-instatement.
- 14.2 New Bargaining Unit Work:
- Bargaining unit work shall not be offered to non-bargaining unit personnel if there are bargaining unit employees in the appropriate category available to perform such work.

- 14.3 Any employee who is required to use his/her personal vehicle shall be reimbursed for any additional insurance cost and paid the standard mileage rate published by the Internal Revenue Service.

**ARTICLE XV  
LAYOFF AND RECALL**

- 15.0 Layoff shall mean the following measures initiated by the Board:
- Involuntary, non-disciplinary termination of an employee because of lack of work, or the elimination of a position.
- 15.1 The Board shall make notify the Union and the employee at least thirty (30) calendar days in advance of any layoff of a bargaining unit employee.
- 15.2 The Board or its designated representative shall give the Union the opportunity to discuss any proposed layoff and shall consider any alternatives to such proposed layoff suggested by the Union. Such alternatives might include, but are not limited to, early retirement, attrition, transfer or leave of absence.
- 15.3 Absent any alternatives, the Board or its designated representative shall place any employee scheduled for lay off in any equal or lesser position in the bargaining unit providing the employee meets the minimum qualifications of the classification.
- 15.4 If a change in the duties of an employee's position renders the employee unqualified for his/her position, the Board shall offer to provide that employee with appropriate training prior to consideration of any layoff.
- 15.5 Regardless of the source of funding, in the event of a layoff the order of layoff in each category shall be as follows:
- a) Substitute employees;
  - b) Temporary employees;
  - c) Part-time employees;
  - d) Full-time employees with the least seniority within Local 818.
- 15.6 Any employee who is laid off may request that his/her name be placed on a reemployment list(s). An employee shall be entitled to specify placement on the reemployment list for any and all bargaining unit classifications which he/she is qualified to work.
- 15.7 The names of employees shall be arranged on the reemployment list in order of seniority and shall remain thereon for a period of two (2) years.
- 15.8 An employee appointed from a reemployment list to a position in his/her former classification shall be paid at the same step as held when he/she was laid off plus any step advances such employee would have received if he/she had remained in such classification if such employee is reappointed within 30 days of his/her layoff.

- 15.9 Employees on a reemployment list shall be rehired in accordance with their seniority and there shall be no appointments from outside the bargaining unit to such classification until employees on such recall list have been offered reemployment.
- 15.10 An employee who fails to accept recall to an available position after layoff within two (2) calendar days when contacted by telephone or seven (7) working days after notice by certified return receipt mail to the employee's last known address, shall be removed from such recall list. It is the responsibility of the laid off employee to notify the Board of any change of address.
- 15.11 In instances where there is a reassignment unrelated to the performance of the employee, before new employees are hired in his/her former job, such employee shall be transferred back to his/her former job, title and pay grade.
- 15.12 In the event of a layoff, an employee who is scheduled to be laid off, may bump another employee within the same or lower classification who has less seniority than the employee being laid off, provided the employee is qualified to perform the work.
- 15.13 Within one (1) week of receipt of notice of layoff, an employee may notify the Superintendent in writing that such employee has the qualifications and demonstrated ability to perform a job within the same or lower classification held by another employee who has less seniority. Upon receipt of such notice, the Superintendent or designee shall reassign the employee to the lower classification if the employee has the requisite qualifications and demonstrated ability. Any employee who is denied such reassignment is entitled to receive a written response why their request is denied within ten (10) days of such request. The employee is entitled to pursue the denial of his/her request through the grievance process.

## **ARTICLE XVI NO STRIKE/NO LOCKOUT**

- 16.0 The Board agrees that there will be no lockout of any employee or employees during the life of this Agreement. The Union and the individual employees covered here under expressly agree that there will be no strike, slowdown, work stoppage or other interference with the operations of the Board during the life of this Agreement.

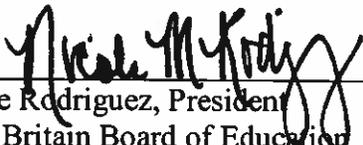
## **ARTICLE XVII DURATION AND RENEWAL**

- 17.0 This Agreement shall be binding upon the parties either by their ratification or by process of law, whichever event occurs earlier, and shall continue in full force and effect until midnight June 30, 2021. The provisions of this Agreement shall only be retroactive when specifically provided in the language of a provision.
- 17.1 If either the Union or the Board desires to meet for the purpose of negotiating changes or modifications in the provisions of this Agreement, they shall give written notice of such desire to the other by certified or registered mail not more than one hundred fifty (150) nor less than one hundred twenty (120) days prior to the expiration hereof.

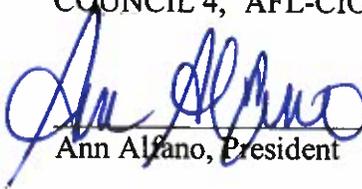
17.2 In the event agreement is not reached by the expiration date set forth in Section 17.O, the parties may extend the Agreement, in writing, for any mutually satisfactory period.

FOR THE BOARD:

FOR LOCAL 818, AFSCME,  
COUNCIL 4, AFL-CIO:



Nicole Rodriguez, President  
New Britain Board of Education



Ann Alfano, President

6-3-19  
Date



Jacqueline Bonaiuto, Vice President

**APPENDIX A**  
**July 1, 2018 Through June 30, 2019**

**NON-EXEMPT SALARIES**

Eligible employees shall advance one (1) step; 2.0% GWI for 8<sup>th</sup> Step,

Grade	1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	7th Step	8 <sup>th</sup> Step
1	78,304	80,688	83,088	85,568	88,256	90,928	93,744	98,480
<i>biweekly</i>	3,011.69	3,103.38	3,195.69	3,291.08	3,394.46	3,497.23	3,605.54	3,787.69
<i>8 hrs</i>	48.94	50.43	51.93	53.48	55.16	56.83	58.59	61.55
2	64,094	67,022	70,122	73,340	76,733	80,243	83,421	88,335
<i>37.5 hrs</i>	32.87	34.37	35.96	37.61	39.35	41.15	42.78	45.30
3	67,558	70,637	73,902	77,314	80,850	84,594	87,963	93,142
<i>40 hrs</i>	32.48	33.96	35.53	37.17	38.87	40.67	42.29	44.78
4	66,872	69,784	72,883	76,086	79,456	83,013	86,237	91,229
<i>40 hrs</i>	32.15	33.55	35.04	36.58	38.20	39.91	41.46	43.86
5	64,085	67,038	70,138	73,341	76,731	80,246	83,450	88,379
<i>40 hrs</i>	30.81	32.23	33.72	35.26	36.89	38.58	40.12	42.49
6	60,080	62,849	65,754	68,757	71,936	75,231	78,234	82,856
<i>37.5 hrs</i>	30.81	32.23	33.72	35.26	36.89	38.58	40.12	42.49
7	59,553	62,147	64,877	67,646	70,590	73,652	76,499	80,925
<i>37.5 hrs</i>	30.54	31.87	33.27	34.69	36.20	37.77	39.23	41.50

**CLASSIFICATIONS**

Grade 1

Nursing Supervisor  
 8 hrs per day  
 200 days  
 1600 hours

Grade 2

Grade 3

Supervisor of Maintenance

Grade 4

Grade 5

Grade 6

Attendance Supervisor

Grade 7

Supervisor of Central Registry  
 Administrative Aide –Academics & Operations  
 Administrative Aide - Pupil Services

*NOTE:* The Board in its discretion may hire employees above Step 1.

July 1, 2018

Through

June 30, 2019

EXEMPT SALARIES

Eligible employees shall advance one step; 2.0% GWI for 8<sup>th</sup> Step

Grade	1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	7th Step	8 <sup>th</sup> Step
1a	111,706	113,382	115,082	116,809	118,561	120,339	122,144	123,366
2a	93,829	96,175	98,579	101,044	103,570	106,159	108,813	111,533

Grade 1a

Districtwide Therapy Supervisor & Manger of Extended Learning Opportunities

Grade 2a

Payroll Manager

Accounting Manager

MIS-Manager

*NOTE:* The Board in its discretion may hire employees above Step 1.

July 1, 2019

Through

June 30, 2020

**NON-EXEMPT SALARIES**

There shall be no Step; 1.0% GWI

Grade	1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	7th Step	8th Step
1	79,088	81,488	83,920	86,416	89,136	91,840	94,688	99,472
<i>biweekly</i>	3,041.85	3,134.15	3,227.69	3,323.69	3,428.31	3,532.31	3,641.85	3,825.85
<i>8 hrs</i>	49.43	50.93	52.45	54.01	55.71	57.40	59.18	62.17
2	64,740	67,685	70,824	74,081	77,493	81,042	84,260	89,213
<i>37.5 hrs</i>	33.20	34.71	36.32	37.99	39.74	41.56	43.21	45.75
3	68,224	71,344	74,651	78,083	81,661	85,446	88,837	94,078
<i>40 hrs</i>	32.80	34.30	35.89	37.54	39.26	41.08	42.71	45.23
4	67,538	70,491	73,611	76,856	80,246	83,845	87,090	92,144
<i>40 hrs</i>	32.47	33.89	35.39	36.95	38.58	40.31	41.87	44.30
5	64,730	67,704	70,845	74,069	77,501	81,058	84,282	89,253
<i>40 hrs</i>	31.12	32.55	34.06	35.61	37.26	38.97	40.52	42.91
6	60,684	63,473	66,417	69,440	72,657	75,992	79,014	83,675
<i>37.5 hrs</i>	31.12	32.55	34.06	35.61	37.26	38.97	40.52	42.91
7	60,158	62,771	65,520	68,328	71,292	74,393	77,259	81,744
<i>37.5 hrs</i>	30.85	32.19	33.60	35.04	36.56	38.15	39.62	41.92

**CLASSIFICATIONS**

Grade 1

Nursing Supervisor  
 8 hrs per day  
 200 days  
 1600 hours

Grade 2

Grade 3

Supervisor of Maintenance

Grade 4

Grade 5

Grade 6

Attendance Supervisor

Grade 7

Supervisor of Central Registry  
 Administrative Aide – Academics & Operations  
 Administrative Aide - Pupil Services

*NOTE:* The Board in its discretion may hire employees above Step 1.

July 1, 2019

Through

June 30, 2020

EXEMPT SALARIES

There shall be no step advancement; 1.0% GWI

Grade	1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	7th Step	8 <sup>th</sup> Step
1a	112,823	114,516	116,233	117,977	119,747	121,542	123,365	124,600
2a	94,767	97,137	99,565	102,054	104,606	107,221	109,901	112,648

Grade 1a

Districtwide Therapy Supervisor & Manger of Extended Learning Opportunities

Grade 2a

Payroll Manager  
Accounting Manager  
MIS Manager

*NOTE:* The Board in its discretion may hire employees above Step 1.

July 1, 2020

Through

June 30, 2021

**NON-EXEMPT SALARIES**

Eligible employees shall advance one step; 2.0% GWI for 8<sup>th</sup> Step,

Grade	1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	7th Step	8th Step
1	79,088	81,488	83,920	86,416	89,136	91,840	94,688	101,456
<i>biweekly</i>	3,041.85	3,134.15	3,227.69	3,323.69	3,428.31	3,532.31	3,641.85	3,902.15
<i>8 hrs</i>	49.43	50.93	52.45	54.01	55.71	57.40	59.18	63.41
2	64,740	67,685	70,824	74,081	77,493	81,042	84,260	91,007
<i>37.5 hrs</i>	33.20	34.71	36.32	37.99	39.74	41.56	43.21	46.67
3	68,224	71,344	74,651	78,083	81,661	85,446	88,837	95,950
<i>40 hrs</i>	32.80	34.30	35.89	37.54	39.26	41.08	42.71	46.13
4	67,538	70,491	73,611	76,856	80,246	83,845	87,090	93,995
<i>40 hrs</i>	32.47	33.89	35.39	36.95	38.58	40.31	41.87	45.19
5	64,730	67,704	70,845	74,069	77,501	81,058	84,282	91,042
<i>40 hrs</i>	31.12	32.55	34.06	35.61	37.26	38.97	40.52	43.77
6	60,684	63,473	66,417	69,440	72,657	75,992	79,014	85,352
<i>37.5 hrs</i>	31.12	32.55	34.06	35.61	37.26	38.97	40.52	43.77
7	60,158	62,771	65,520	68,328	71,292	74,393	77,259	83,382
<i>37.5 hrs</i>	30.85	32.19	33.60	35.04	36.56	38.15	39.62	42.76

**CLASSIFICATIONS**

Grade 1

Nursing Supervisor

8 hrs per day  
200 days  
1600 hours

Grade 2

Grade 3

Supervisor of Maintenance

Grade 4

Grade 5

Grade 6

Attendance Supervisor

Grade 7

Supervisor of Central Registry

Administrative Aide – Academics & Operations

Administrative Aide - Pupil Services

*NOTE:* The Board in its discretion may hire employees above Step 1.

July 1, 2020

Through

June 30, 2021

**EXEMPT SALARIES**

Eligible employees shall advance one step; **2.0% GWI for 8<sup>th</sup> Step**

Grade	1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	7th Step	8 <sup>th</sup> Step
1a	112,823	114,516	116,233	117,977	119,747	121,542	123,365	127,092
2a	94,767	97,137	99,565	102,054	104,606	107,221	109,901	114,901

**Grade 1a**

Districtwide Therapy Supervisor & Manger of Extended Learning Opportunities

**Grade 2a**

Payroll Manager  
Accounting Manager  
MIS Manager

*NOTE:* The Board in its discretion may hire employees above Step 1.

**APPENDIX B**

CONSOLIDATED SCHOOL DISTRICT OF NEW BRITAIN  
LOCAL 818, AFSCME  
GRIEVANCE FORM

Union Code:

Mgmt Code:

NAME OF GRIEVANT

TITLE

DATE OF ALLEGED VIOLATION

SPECIFIC CONTRACT PROVISION VIOLATED (ARTICLE, SECTION)

Statement of Grievance (Facts and Issues Involved)

Specific Remedy Requested

I hereby declare that all statements made herein are true and accurate to the best of my knowledge.  
I desire representation in this grievance as follows:

\_\_\_ My Representative will be \_\_\_\_\_ .

\_\_\_ I will represent myself.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Signature of Representative

DATE FILED AT STEP 1 \_\_\_\_\_

ANSWER AT STEP 1 (Supervisor, Chief Talent Officer or designee)

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Signature of Respondent/ Date of Meeting (if held)/ Date of Response

I acknowledge settlement of my grievance  
 I appeal the decision and request response at next step

\_\_\_\_\_  
Signature of Employee Signature of Representative

DATE FILED FOR NEXT STEP \_\_\_\_\_

ANSWER AT STEP 2 (Superintendent or designee)

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Signature of Superintendent or designee/Date of Meeting (if held)/Date of Response

I acknowledge settlement of my grievance  
 I appeal the decision and request response at next step

\_\_\_\_\_  
Signature of Employee Signature of Representative

DATE FILED FOR ARBITRATION

Attach an additional sheet as necessary