

**A G R E E M E N T**  
**BETWEEN**  
**THE**  
**NEW HARTFORD BOARD OF EDUCATION**  
**AND THE**  
**INSTRUCTIONAL ASSISTANTS AND**  
**TUTORS**  
**LOCAL 1303-367 OF COUNCIL #4**  
**AFSCME, AFL-CIO**  
**July 1, 2018 - June 30, 2021**

**May 14, 2018**  
6634104v2

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## **PREAMBLE**

The following contract is designed to set forth in writing the agreement reached between the New Hartford Board of Education and such of its employees as may be covered by this contract with respect to wages, hours of employment and other conditions of employment.

## **ARTICLE I** **RECOGNITION**

The Board hereby recognizes the Union as the exclusive collective bargaining agent for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for the bargaining unit consisting of all instructional assistants, tutors, Interventionists and the Data Management Coordinator working 20 hours or more per week in the New Hartford Public Schools, excluding supervisory employees and any other employees excluded by the Act, as set forth in Connecticut State Board of Labor Relations Decision and Certification of Representative, Case No. ME-18041.

## **ARTICLE II** **UNION SECURITY**

### **Section 2.1**

It shall be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirty-first (31st) day following the beginning of such employment become and remain members in good standing in the Union or pay a service fee as designated by the Union. The service fee designated by the Union shall be less than the Union dues and shall be limited to the cost of contract administration, grievance adjustment and collective bargaining representation, as determined by the Union, in accordance with the law.

### **Section 2.2**

The Board agrees to deduct Union dues or service fees from the paycheck of each employee within the bargaining unit who has signed an authorization deduction card, as certified by the Treasurer or other authorized official of the Union. Deductions shall be made the first pay period of each month.

### **Section 2.3**

The total amount deducted each month in accordance with the provisions of this contract will be remitted by the Board together with a list of the employees from whose wages such deductions have been made, to such individual and Council #4 as shall be specified by the Union. Such remittance shall be made by the last day of the month in which deductions are made.

#### Section 2.4

The Union agrees to indemnify and save the Board harmless against any and all claims, demands, suits, judgments, or other forms of liability, including attorney's fees, that shall rise out of or by reason of action taken by the Board for the purpose of complying with the dues or service fees deduction provisions of this Article.

#### Section 2.5

The Union may use the Board's intra-office mail and email system to send notices to Union members.

#### Section 2.6

The Board agrees that representatives from Council 4 AFSCME shall be admitted to the premises of the Board during work hours upon advanced notice and approval of the Superintendent. Such visitation shall be to participate in Labor-Management meetings, interview grievants, attending grievance hearings/conferences and for other reasons related to the administration of this Agreement.

#### Section 2.7

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 seven (7) days of the employee's hire date and shall be during work hours at a time agreed by the employee's immediate supervisor not to exceed thirty (30) minutes in duration.

### **ARTICLE III** **SENIORITY**

#### Section 3.1

Except as provided herein, seniority shall commence upon the date that the employee becomes a full-time (working thirty (30) hours per week or more) or part-time (working twenty (20) hours or more per week) paid employee of the Board. An employee's seniority shall be protected but shall not continue to accrue during any unpaid leave of absence exceeding twenty (20) calendar days.

#### Section 3.2

The Board shall prepare an annual list of all employees covered by this Agreement and such list shall set forth each employee's date of hire, job classification, and rate of pay. A copy of this list shall be furnished to the Union during the month of August.

### Section 3.3

An employee shall lose his/her seniority, if any of the following occur:

- a) quits, resigns, or is discharged;
- b) is absent from work without authorized leave for five consecutive working days;
- c) exceeds a leave of absence
- d) fails to return to work from a layoff within seven (7) working days after receipt of notice by registered mail to return to work;
- e) the Superintendent, in his/her discretion, may extend the leave of absence referred to in subsection (c) herein or extend the period for returning to work after a layoff under subsection (d) herein, provided the affected employee requests such an extension prior to the deadlines defined in those subsections.

### Section 3.4

All new employees in the bargaining unit shall be considered probationary during their first ninety (90) days of employment, measured from the commencement date of their employment. During such probationary period, the employee shall not attain seniority rights under this Agreement and will be subject to discipline and discharge by the Board, without access to the grievance procedure. In addition, at the successful completion of the probationary period, seniority shall be retroactive to the commencement date of employment.

### Section 3.5

- a) In the event of a reduction in or a proposed reduction in the number of employees, seniority and qualifications shall be used in determining which employee shall be laid off first. When qualifications are equal, the employee with the greater length of service shall be retained. Employees on family or medical leave shall be so notified.
- b) An employee scheduled for layoff may bump the least senior employee in the same classification first, and if not able a lower classification, if he/she has greater seniority and is qualified to perform the work of the employee he/she would bump. An employee may not be considered qualified if he/she has received an unsatisfactory performance appraisal for the work year immediately preceding the layoff.
- c) The Superintendent of Schools or his/her designee shall notify the Union President twenty (20) calendar days in advance of his decision regarding reduction in force.
- d) Before any layoff takes place within the bargaining unit, all newly hired probationary employees shall be laid off first.

### Section 3.6

Employees who are laid off under this Article shall have recall rights as follows:

- a) The affected employee shall notify the Superintendent in writing at the time of layoff that he/she requests placement on the recall list;
- b) An employee who is laid off shall have recall rights to return to his/her former job, unless the Superintendent determines that the exercise of recall rights would adversely affect a student, his/her IEP, or special education program(s); employees on the recall list shall receive copies of all postings;
- c) For a period of twelve (12) months, the affected employee shall have the right to be recalled to the job title from which he/she was laid off or to a position in a lower job classification if the employee is so qualified;
- d) No person shall be newly employed until all persons on the recall list have been notified by certified mail, return receipt requested, and such persons either accept reemployment or decline such reemployment offer. An employee who declines an offer of reemployment to his/her classification shall forfeit all recall rights. Employees shall lose recall rights if they decline recall to a lower classification. If a person on the recall list fails to respond within seven (7) calendar days of receipt of a certified letter notifying the employee of a recall opportunity, the employee shall lose recall rights and be eliminated from the recall list; and
- e) It shall be the responsibility of the person on the recall list for keeping the Board informed of the individual's current address. Notice of job openings will be sent via certified mail, return receipt requested, to the individual's most recent address.
- f) An employee who is recalled shall return to the same step as he/she had achieved at the time of layoff. If an employee is recalled to a lower classification, the employee's step placement in the new classification shall be the same step as the employee had earned in his/her former position.

## **ARTICLE IV** **VACANCIES**

### Section 4.1

- a) When a vacancy exists or a new job classification is created in the bargaining unit, the position shall be posted contemporaneously to employees within the bargaining unit at each school location and to individuals outside the bargaining unit. The posting shall include the position, the location, the pay scale, and the hours of work. The Union President will be notified once the job is filled. The internal notice of vacancy or a new job classification shall be posted for five (5) working days at each school location. If a vacancy occurs during a school vacation or break, the posting shall be mailed to each bargaining unit member at his or her home address.
- b) Vacancies, promotions or new classifications shall be filled on the basis of qualifications for the position. When qualifications are equal, the employee with the greater length of service shall be offered the position. Any employee who received an

overall unsatisfactory performance appraisal within one year prior to such posting need not be considered qualified.

c) If an employee is assigned to a higher or lower classification, the employee's step placement in the new classification shall be the same step as the employee had earned in his/her former position.

d) Temporary transfers of employees (defined as a period of up to twenty (20) consecutive days) shall be made in accordance with the best interests of the school system. Employees so transferred to a higher paid classification shall be compensated in accordance with subsection (c) above. If temporarily transferred to a lower classification, there shall be no change in compensation.

## **ARTICLE V** **HOURS OF WORK**

### **Section 5.1**

The normal hours of employment shall be scheduled between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday. The work schedule for all bargaining unit employees shall be determined by the Superintendent. Specific work assignments and schedules shall be established at the beginning of the school year. Absent extenuating circumstances, employees shall be notified of their assignments at least two (2) weeks before the start of the academic year. The normal schedule for bargaining unit employees shall be between twenty (20) hours per week and thirty-five (35) hours per week, dependent upon the position as determined by the Superintendent. When possible, the Superintendent shall provide at least twenty (20) working days advance notice of any changes in the work schedules to the Union and shall discuss such changes with the Union prior to implementing the new schedules.

### **Section 5.2**

The work year shall be the student year and two days and four hours, exclusive of paid holidays. The two days and four hours shall include one full day of professional development activities, as determined by the Superintendent, on the District convocation day held before the start of the student school year. The remaining one day and four hours shall include professional development activities, as determined by the Superintendent, and may be scheduled on early release days and after the regularly scheduled work day. The Superintendent shall provide employees with at least thirty (30) days' notice before scheduling any professional development activities.

Employees shall be paid for cancelled professional development activities unless the Superintendent notifies employees of the cancellation within two (2) weeks of the scheduled professional development activity.

### **Section 5.3**

All employees shall receive one and one-half times their regular hourly rate of pay for all work performed in excess of forty (40) hours in any workweek.

#### Section 5.4

All work performed beyond an employee's total work week or work day must be approved in advance by the Superintendent.

#### Section 5.5

All employees shall be guaranteed a duty-free paid lunch period for a full half-hour.

#### Section 5.6

Employees shall have no loss of pay if, the Board delays opening school or closes school early. On days when there is a delayed opening, all employees must be at work at the time when the students' school day is scheduled to begin.

#### Section 5.7

Subject to the approval of the building Principal or his/her designee, employees may be required to attend open houses and parent teacher conferences. When required to attend such events, employees shall be paid at their normal hourly rate only for hours actually worked.

### **ARTICLE VI** **HOLIDAYS**

#### Section 6.1

Employees shall receive the following paid holidays:

Labor Day  
Columbus Day  
Veterans' Day  
Thanksgiving Day  
Christmas Day (2days)  
New Year's Day  
Martin Luther King Day  
Good Friday  
Memorial Day

Employees shall receive their regular straight time hourly rate of pay for their normal hours of work each of the above holidays during the pay period in which the holiday falls.

#### Section 6.2

In order to receive holiday pay, compensation for Martin Luther King Day, Veterans' Day, Thanksgiving Day, Good Friday, and Memorial Day, unless on an approved bereavement leave or out on sick leave with medical documentation, the employee must work the regularly scheduled workday immediately preceding and following the holiday. In the case of Christmas Day (2 days), the employee must work the regularly scheduled workday preceding the holiday unless the employee is on an approved bereavement leave or out on sick leave with medical documentation. In the case of New Year's Day,



the employee must work the regularly scheduled workday following the holiday unless the employee is on an approved bereavement leave or out on sick leave with medical documentation.

### Section 6.3

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

## **ARTICLE VII** **LEAVES OF ABSENCE**

### Section 7.1 - Sick Leave

a) A bargaining unit employee may be absent from work with pay during such period as actual illness or injury prevents him/her from performing their duties. Each such absence must be supported by a physician's statement if the absence exceeds three (3) days, unless the illness or injury is of such a nature that the Superintendent waives the furnishing of a physician's statement. The Superintendent shall also have the right to request a physician's statement if abuse is suspected. An employee absent due to illness or injury shall notify the Superintendent or his designee prior to the regular starting time of the work day. Failure to do so could result in denial of paid sick leave for the period of absence. Unused sick leave will be forfeited upon termination of or retirement from employment and will not be compensated.

b) Sick leave shall continue to accumulate during leaves of absence with pay. Sick leave shall not accrue during any unpaid leaves of absence in excess of fifteen (15) working days, except for pregnancy related leaves for employees.

c) Full time employees shall receive twelve (12) days cumulative to ninety (90) days. Part-time employees shall receive ten (10) days cumulative to fifty (50) days during the life of this Agreement. Should a new employee resign his/her position prior to the end of their initial year of employment, and the employee has used more paid sick leave than received as of the beginning of that year, an amount equal to the number of days exceeded shall be deducted from the employee's final check.

d) Sick leave days may be used in one hour increments.

e) Up to four (4) of an employee's annual sick days may be used for illness in the immediate family. For the purposes of this section, immediate family shall be defined as spouse, parent, child or any relative that resides in an employee's household.

f) Notwithstanding the above paragraphs in this Section, on initial employment, new full-time employees shall acquire three (3) sick leave days during the probationary period for new employees and shall thereafter accrue the remaining nine (9) sick leave days at a rate of one and one-quarter working days for each completed month of continuous full-

time service for the first year of employment. Sick leave for partial years of service for a new full-time employee shall be prorated. On initial employment, new part-time employees shall acquire two (2) sick leave days during the probationary period for new employees and shall thereafter accrue the remaining eight (8) sick leave days at a rate of one and one-quarter working days for each completed month of continuous part-time service for the first year of employment. Sick leave for partial years of service for a new part-time employee shall be prorated. In emergency situations, all new employees in the bargaining unit in their probationary period may request approval from the Superintendent or his/her designee to use sick leave days not yet accrued due to their probationary status.

#### Section 7.2 - Jury Duty

An employee who is called for jury duty shall receive the necessary leave to fulfill this legal obligation. Such leave shall not be deducted from the employee's accrued sick leave or personal leave accounts. Employees on jury duty shall be paid the difference between the employee's regular rate of pay and the fee received from serving as a juror. However, no employee on jury duty shall receive more compensation than normally would have been received in their regular work week. An employee called to jury duty shall furnish the Board with a notice to serve as evidence of attendance. Any employee so called for jury duty shall make a written request to be excused.

#### Section 7.3 - Military Leave

The Board shall comply with all applicable state and federal laws with respect to the granting of military leave. Copies of orders for active duty shall be supplied to the Superintendent prior to the commencement of military leave.

#### Section 7.4 - Family and Medical Leave

**Eligibility:** Employees who are eligible for unpaid leave under the Federal Family and Medical Leave Act ("FMLA"), 29 U.S.C. Section 1601, *et seq.*, as may be amended from time to time, may submit a written request to the Board of Education seeking up to twelve (12) weeks unpaid leave during any rolling twelve (12) month period in accordance with the FMLA. If the requested leave is granted by the Board of Education, any accumulated paid leave time must be exhausted first in situations where the leave being taken by the employee is covered by the FMLA, and said paid leave shall be included in, and shall not be in addition to, the aforementioned twelve (12) weeks of allowable leave. A medical certificate acceptable to the Board shall be required for FMLA leave situations.

Employees on leave under this provision will not continue to accumulate sick leave; however, the continuity of employment shall be preserved for purposes of seniority.

Employees on leave under this provision shall have their health insurance coverage maintained during such leave on the same terms as if the employee had continued work; provided if the employee fails to return to work, the employee shall be liable for the retroactive premium payments in accordance with the FMLA.

#### Section 7.5 - Personal Leave

All employees shall be granted three (3) days (noncumulative), without loss of pay, in order to meet the important personal obligations listed below:

- a. Religious requirements
- b. Birth of child by employee's spouse or child
- c. Marriage in the immediate family
- d. Urgent personal business which cannot be scheduled outside of regular school hours

Personal business days should not be requested the day or consecutive days prior to the day or consecutive days following any vacation or holiday, except in an emergency or a special circumstance approved by the Superintendent. The decision of the Superintendent with respect to the granting of such days is final. Requests for leave must be made in writing to and approved by the immediate supervisor twenty-four (24) hours in advance except in extenuating circumstances.

Personal days may be granted for circumstances other than those stated, upon approval of the Superintendent. Additionally, the Superintendent may waive the requirement of twenty-four hours in advance notice for requests for use of personal leave. The decisions of the Superintendent are final and without prejudice. This provision is not subject to the grievance procedure.

For the purposes of this section, immediate family shall be defined as parent, child or any relative that resides in an employee's household.

#### Section 7.6- Extended Leave

Any time off without pay may be granted under extenuating circumstances subject to prior approval of the Board. Extended leaves of absence without pay may be granted by the Board of Education upon recommendation of the Superintendent of Schools.

#### Section 7.7 - Bereavement Leave

A total of five (5) days leave, with pay, shall be allowed per occurrence of the death of an employee's spouse, child, parent, or relative residing in an employee's household.

A total of up to two (2) days leave, with pay, shall be granted for each occurrence of the death of an employee's brother, sister, grandparent, parent in-law, sibling in-law, aunt, uncle or grandchild.

The Superintendent may, in his/her discretion, grant bereavement leave for the deaths of individuals other than those listed above. The Superintendent's exercise of his/her discretion in this matter shall not be subject to the grievance procedure.

### **ARTICLE VIII MANAGEMENT RIGHTS**

#### Section 8.1

Except where such rights, powers, and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Board has and will continue to retain,

whether exercised or not, all of the right, powers, and authority heretofore had by it and, except where such rights, power and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, shall have the sole and absolute right, responsibility and prerogative of management of the affairs of the school system and direction of the working force, including, but not limited to, the following:

- a) To establish or continue policies, practices and procedures for the conduct of Board business and from time to time to change or abolish such policies, practices or procedures;
- b) To limit, curtail or discontinue processes or operations or to discontinue their performance by employees;
- c) To select and to determine the number and types of employees required to perform the schools' operations;
- d) To employ, transfer, promote, or demote employees, or to lay off, terminate, furlough or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interest of the school system;
- e) To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the operation of the public school system, provided such rules and regulations are made known in a reasonable manner to the employees affected by them;
- f) To establish and change performance and quality standards and to implement appropriate instruments to evaluate performance and quality;
- g) To create and revise job descriptions as deemed necessary;
- h) To ensure the incidental duties connected with department operations, whether enumerated in job descriptions or not, shall be performed by employees; and
- i) The Board retains the right to subcontract work which is performed by bargaining unit employees, subject to all of the following:
  - 1. The long term costs, where applicable, and the short term costs must be significantly less expensive to subcontract the work than to have such work performed by equivalent bargaining unit forces;
  - 2. The subcontract of bargaining unit work shall not result in the layoff of bargaining unit employees or a reduction of an employee's regular work hours or rate of pay;
  - 3. Subcontracting shall not be used for the purpose or intent of reducing the bargaining unit, undermining the Union, or discriminating against bargaining unit employees;
  - 4. The Board shall provide a minimum of sixty (60) days written notice to the Union of its intention to subcontract bargaining unit work along with all pertinent information and specifications regarding the work that is to be subcontracted;

5. The Board and the Union shall meet and negotiate over the impact of the work to be subcontracted.

j) To revise work schedules and work shifts to more efficiently and/or economically provide services to the students, staff, and public.

## Section 8.2

The above rights, responsibilities and prerogatives are inherent in the Board, by virtue of the statutory provisions, and are not subject to review or determination in any grievance or arbitration procedures.

## Section 8.3

Notwithstanding Section 8.1, it is understood by the parties that the rights of each shall be exercised in a manner not contrary to the rights of the other guaranteed by the Municipal Employee Relations Act.

# **ARTICLE IX** **HEALTH INSURANCE BENEFITS**

## Section 9.1

a) Each employee shall have the option to enroll the following dental plan for the employee and the employee's eligible dependents: Blue Cross/Blue Shield Flexible Dental Benefits with \$50 per member per benefit period and \$150 family deductible with applicable coinsurance and maximums for individuals and family members. The annual maximum shall be increased to \$1500.00. Each employee shall contribute to the cost of their dental insurance based on the premium cost-sharing formula outlined below for the PPO Plan.

b) The Board shall offer individual, two person or family health insurance coverage to employees under one of the two health insurance options set forth in the attached Appendix B. The Base Plan (High Deductible Health Plan with a Health Savings Account (HDHP/HSA)) and the Buy Down Plan (PPO Plan) are both subject to the cost sharing arrangements described below. The above descriptions of the Plans are summaries of Plan benefits. Copies of the actual group policies are on file in the Superintendent's office.

The premium cost share for employees for the two plans shall be as follows:

2018-19:	23% individual, 50% two person & family
2019-20:	23.5% individual, 50% two person & family
2020-21:	24% individual, 50% two person & family

For employees who select the HDHP/HSA plan, the Board shall contribute 50% of the deductible to the employee's HSA on July 1, 2018, the Board shall contribute 45% of the deductible to the employee's HSA on July 1, 2019 and July 1, 2020. 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 related to the manner in which the deductible shall be funded for actively employed employees.

- c) The Board will provide Long Term Disability Income Insurance for each employee. Such insurance will have a 90 day waiting period. The Board and the employee will each pay fifty percent (50%) of the premium cost of such disability insurance.
- d) All bargaining unit employees shall be covered by a \$35,000 life insurance policy, the premium of such policy to be paid by the Board.
- e) The Board of Education reserves the right to self-insure in whole or in part and/or to change insurance administrators/carriers/plans with respect to any insurance benefit provided pursuant to this Article IX, so long as the proposed change results in coverage which is comparable when considered as a whole to the benefits in effect immediately prior to the change. The Board shall provide the Union with a copy of any proposed change prior to the changes taking effect. In order to implement the proposed change, the Board and the Union must be in agreement that the proposed results in coverage which is comparable when considered as a whole to the benefits in effect immediately prior to the change. In the event of a disagreement between the Board and the Union concerning the proposed change, the Board and the Union agree to submit the proposed change to an arbitrator with experience in the area of insurance to determine whether the proposed change meets the standard described herein.
- f) The benefits set forth in Article IX (Health Insurance Benefits) shall not be applicable to employees regularly scheduled to work less than thirty (30) hours per week. Employees hired before July 1, 2015 who are regularly scheduled to work between twenty (20) and thirty (30) hours and are eligible for insurance shall be entitled to insurance benefits on the same terms and conditions as employees working thirty (30) hours or more. All new hires, hired on or after July 1, 2015 shall only be eligible for insurance benefits set forth in Article IX if they are regularly scheduled to work thirty (30) hours or more at the start of each academic year.

g) Excise Tax Language

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).

**ARTICLE X**  
**RETIREMENT PLAN**

The parties hereby acknowledge the existence of the Town of New Hartford Pension Plan and the fact that bargaining unit employees are participants in this. Any amendments to the New Hartford Pension Plan shall be negotiated by the Town unless such power is expressly delegated to the Board.

1. The following provisions will apply to employees hired before July 1, 2011: Any employee hired before July 1, 2011 shall have the option to participate in the Town's municipal Defined Benefit Pension Plan and shall adhere to all the terms and conditions contained within that plan.

2. The following provisions will apply to employees hired after July 1, 2011: Any employee hired after July 1, 2011 shall not have the option to participate in the Town's municipal Defined Benefit Pension Plan. These new employees (hired after July 1, 2011) shall be provided an IRS Section 401 (A) Defined Contribution Plan with a five percent (5%) contribution by the Town that will vest in five (5) years from the beginning of employment, and a one percent (1%) minimum contribution by the employee with immediate vesting. The details of this plan are set forth in Exhibit B attached hereto.

Any current employee (as of June 30, 2011) may elect to terminate his/her participation in the pension plan mentioned above in Section 1 and participate in the IRS Section 401(a) Defined Contribution Plan. Any such election shall be irrevocable.

All eligible employees shall be permitted to participate in a tax sheltered annuity plan established pursuant to 403 (b) of the Internal Revenue Code and the United States Public Law 87-370. Each employee shall be able to select the carrier from the ones currently available. Members of Local 1303-386 of Council 4 agree to hold the Board harmless with respect to all aspects of administering the tax sheltered annuity.

## **ARTICLE XI** **BULLETIN BOARDS**

The Board shall permit the use of a bulletin board by the Union for purposes of posting notices concerning local Union business and job vacancies. The Superintendent shall determine the location of the bulletin board.

## **ARTICLE XII** **WAGES**

### **Section 12.1**

The wage rates to be paid during the term of this Agreement are found in Appendix A of this Agreement.

Employees hired to the position of Instructional Aide shall receive 80% of the Instructional Aides rate of pay; after completing one (1) year in this position, the employee shall receive 85% of the existing rate of pay; after completing two (2) years, the employee shall receive 90% of the existing rate of pay; after completing three (3) years, the employee shall receive 95% of the existing rate of pay and after the completion of four (4) years, the employee shall receive 100% of the existing rate of pay. (See Appendix A for the existing rates of pay.)

### **Section 12.2**

Employees assigned to substitute teacher duties shall receive an additional twenty percent (20%) of their regular daily wage for each half day of the assignment.

### Section 12.3

Employees assigned to substitute secretary duties shall receive an additional ten percent (10%) of their regular daily wage for each half day of the assignment.

### Section 12.4

All employees who have obtained a Bachelors Degree shall receive a yearly stipend of \$250.00 in two (2) equal payments on or about the first pay period in December and the last pay period in May. Unless previously provided, existing employees shall provide the Superintendent a certified copy of his/her transcript showing the award of a bachelor's degree. New employees shall provide a certified copy of their transcript in the course of the hiring process.

### Section 12.5

All employees shall be paid via electronic direct deposit into a designated bank account of the employee's choice. Such bank account number shall be provided to the Superintendent or her/his designee prior to the commencement of each school year. Employees will receive an electronic notification of the direct deposit each payroll period. An employee may receive a hard copy of each pay stub rather than receive electronic notification if the employee requests such an arrangement in writing to the Superintendent by July 1. The request to receive hard copy pay stubs must be renewed annually if the employee wishes to continue to receive hard copy pay stubs.

### Section 12.6

Employees acting as overnight chaperones for the White Memorial Field Trip shall be paid his/her regular rate of pay, plus any applicable overtime payments in accordance with the following provisions:

- a) For any twenty-four (24) hour period in which the employee is required by the Board to be present at the White Memorial Field Trip site between the hours of 10:00 p.m. and 6:00 a.m., the employee shall not be paid for an eight (8) hour sleep period.
- b) During said eight (8) hour sleep period, the employee is subject to being called for duty, and must be available to respond to students needs or the directives of the program supervisor.
- c) If the employee is required to interrupt his/her eight (8) hour sleep period in order to assist a student or perform other tasks as directed by the program supervisor, he/she shall be paid for any period of time that he/she must perform such tasks during the eight (8) hour sleep period.
- d) If such interruption(s) as described in section b) above are of such a nature that the employee is not able to get at least five (5) hours sleep, then the employee who has not been able to get five (5) hours sleep shall be paid for the entire eight (8) hour sleep period.
- e) For the purpose of overtime payment, the Board shall pay the employee at a rate of time and one-half the employee's regular rate of pay for any hours worked by the employee in excess of forty (40) hours per week during the week of the White Memorial Field Trip.



#### Section 12.7

Any tutor assigned to kindergarten through sixth grade whose daily job responsibilities require the toileting of a child shall receive an annual stipend of \$100.00. This provision shall not be applicable to tutors working in the district's preschool classes or to temporary or long term substitutes.

#### Section 12.8

Any employee designated by the administration as a member of a school's crisis intervention team required under Public Act 15-141 shall be paid an annual stipend of \$400.00.

### **ARTICLE XIII** **DISCIPLINE**

#### Section 13.1

Discipline for written warnings suspensions and terminations will be in accordance with just cause. The employee and the Union President will be given copies of any written disciplinary action.

### **ARTICLE XIV** **GRIEVANCE PROCEDURE**

#### Section 14.1

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

#### Section 14.2

A grievance is defined as a complaint by an employee or the Union that there has been a violation, misinterpretation or misapplication of a specific provision of this contract.

#### Section 14.3

No grievance may be filed after ten (10) working days of the event giving rise to it or after ten (10) working days after the employee and/or the Union knew or should have known of such event.

Grievances not filed within the ten-day period defined herein shall be deemed forfeited and not arbitrable.

#### Section 14.3.1

An arbitrator shall have no authority to amend, revise or in any way modify the terms of this Agreement through his/her awards.

### **STEP ONE**

Any employee who has a grievance shall consult with their Union representative and reduce the grievance to writing and submit it to the School Principal within the time limits

specified above, who shall attempt to settle the dispute. The School Principal shall meet with all parties concerned within five (5) working days of his/her receipt of the grievance and the decision shall be submitted in writing to the aggrieved employee and his/her representative within five (5) working days following the meeting.

## **STEP TWO**

If the employee and his/her representative are not satisfied with the decision rendered by the School Principal, the Union may submit the grievance in writing to the Superintendent or his designee within ten (10) working days after the decision in Step One. The Superintendent or his/her designee shall meet with all parties within twenty (20) working days of his/her receipt of the grievance, and the Superintendent or his/her designee shall render a decision in writing to the employee and the Union within ten (10) working days of the meeting.

## **STEP THREE**

If the employee and his/her representative are not satisfied with the decision rendered by the Superintendent or his/her designee, the Union may submit the grievance in writing to the Board of Education within ten (10) working days after the decision in Step Two. The Board of Education shall meet with all parties concerned within twenty (20) working days of its receipt of the grievance, and the Board of Education shall render its decision in writing to the employee and the Union within thirty (30) working days of the meeting.

## **STEP FOUR**

If the employee and his/her representative are not satisfied with the decision rendered by the Board, within twenty (20) working days after receipt of the Board's written decision, the Union may submit the grievance to arbitration. Either party may elect either of the following to hear the grievance:

- A. The Connecticut State Board of Mediation and Arbitration; or
- B. The American Arbitration Association. The party making this selection shall pay all costs associated with that selection.

### **Section 14.4**

Time limits beyond those stipulated in this grievance procedure may be changed by mutual written agreement of the parties concerned.

### **Section 14.5**

The parties may use the Connecticut State Board of Mediation and Arbitration for purposes of mediating the grievance prior to Step Four. If necessary, the grievance may be filed for arbitration twenty(20) working days after mediation.

## **ARTICLE XV** **NO STRIKE - NO LOCK OUT**

The Board agrees that there will be no lock out of any employee or employees during the life of this Agreement. The Union and the bargaining unit employees covered thereunder expressly agree that there will be no strike or other direct or indirect concerted refusal to perform services, slowdown, picket, engage in a work stoppage during the life of this Agreement.

#### **ARTICLE XVI** **SAVINGS CLAUSE**

In the event that any provision of this Agreement is, or at any time, ultimately declared invalid by a court of established and competent legal jurisdiction, the balance and remainder of this Agreement shall remain and continue in full force and effect.

#### **ARTICLE XVII** **MISCELLANEOUS**

##### **Section 17.1**

The Board shall provide each current bargaining unit employee and each newly hired bargaining unit employee with a copy of this Agreement.

##### **Section 17.2**

The Internal Revenue Service mileage rate shall be paid to employees for all miles driven in their personal vehicles while on approved school business.

##### **Section 17.3**

Employees shall be reimbursed the costs associated with the breakage of medical accessories (e.g. eyeglasses, hearing aids) resulting from the actions taken by children if such breakage occurs while the employee is performing duties for the Board of Education. Employees must report such breakage immediately to the building principal.

##### **Section 17.4**

Personnel covered by this Agreement shall not be responsible to perform duties assigned to the school nurse, except in a voluntary capacity after being CPR certified and covered by appropriate insurance.

##### **Section 17.6**

When resigning a position, the employee will provide written notice to the Superintendent ten (10) working days in advance of the employee's last day of employment.

##### **Section 17.7**

The Board agrees to establish Labor/Management meetings. The Union shall have two (2) people participate in the meetings to discuss work related issues.

Section 17.8

A bargaining unit member from each school will be a member of the District's safety committee. There shall be no compensation associated with this committee membership.

Section 17.9

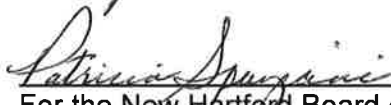
The Board will maintain a list of District tutor jobs for summer, vacation and after work hours within the District.

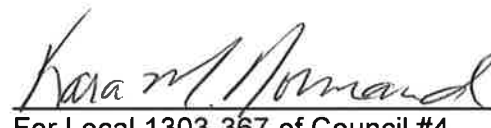
**ARTICLE XVIII**  
**DURATION**

The Agreement shall be effective July 1, 2018 and shall remain in full force and effect through June 30, 2021. This Agreement shall be automatically renewed from year to year thereafter unless either party notifies the other in writing at least one hundred twenty (120) days prior to its expiration of its desire to negotiate a successor to this Agreement. In the event that such notice is given, negotiations shall commence no later than thirty (30) days following such notice. This Agreement shall remain in full force and effect during the period of negotiations.

This Agreement supersedes, supplants and replaces any and all prior agreements, policies, rules, practices or understandings between the parties. This Agreement contains the full and complete Agreement between the Board of Education and the Union on all bargainable issues. Any previously adopted policy, rule, or practice, whether in writing or understood to exist between the parties, which conflicts with any provision of this Agreement, is hereby deemed null and void.

In witness whereof, the parties hereto have set their hands this 6<sup>th</sup> day of June, 2018.

  
For the New Hartford Board of Education

  
For Local 1303-367 of Council #4  
AFSCME, AFL-CIO

  
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## **APPENDIX A**

### **WAGE RATES**

#### **Tutors and Interventionist**

<b>Wage Group</b>	<b>2018-19</b>	<b>2019-20</b>	<b>2020-21</b>
1	18.22	18.58	18.96
2	19.39	19.78	20.18
3	19.88	20.28	20.68

#### **Instructional Assistant/Office Clerk/PowerSchools**

<b>Group</b>	<b>2018-19</b>	<b>2019-20</b>	<b>2020-21</b>
Instructional Assistant	18.49	18.86	19.24
Instructional Assistant hired after 1/1/18	17.69	18.04	18.40
PowerSchools	25.98	26.50	27.03

## APPENDIX B

### **Base Plan A High Deductible Health Plan with a Health Savings Account (HDHP/HSA Plan)**

	<u>In-Network</u>	<u>Out-of-Network</u>
Annual Deductible (Individual/Aggregate Family)	\$2000/4000	
Co-insurance	N/A	20% co-insurance after deductible, subject to co-insurance limits
Preventive Care	Deductible not applicable	20% co-insurance after deductible, subject to co-insurance limits
Prescription Drug Coverage	Treated as any other medical expense	20% co-insurance after deductible, subject to co-insurance limits
Co-insurance Maximum (Individual/Aggregate Family)	\$4000/8000	
Cost Share Maximum (Individual/Aggregate Family)	\$4000/8000	
Lifetime Maximum	Unlimited	Unlimited

### **Buy Down Plan PPO Plan**

\$30 copay for home and office

\$500 copay per in-patient hospitalization

\$500 copay for out-patient surgery

Prescription Drug Benefit with full managed commercial edits and a \$10/\$20/\$30 formulary (generic/listed brand name/non-listed brand name) with unlimited maximum. The retail prescription is a 30 day supply and the mail order is a 90 day supply for 2 copays.