

AGREEMENT
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 an initiation fee, monthly dues or agency fee, as specified by the Secretary of 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 of employees from whose wages dues or fee deductions have been made.
- 3.4 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.
- 3.5 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.
- 3.6 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.

**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 1st of

each year and a copy furnished to the Union no later than February 1st. Any claims 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 posted for a period of five (5) working days on bulletin boards 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.
- 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 Supervisor, Administrative Aide-Business Office, Administrative Aide-Human Resources, Administrative Aide – Instruction, MIS Supervisor and Supervisor of Attendance and Residency:

Twelve (12) months per year, five (5) days per week, Monday through Friday with an unpaid one-half hour lunch break for a total of thirty-seven and one-half (37-1/2) hours per week.
 - b) Security/Custodial Supervisor, Custodial Supervisor and Maintenance

Supervisor:

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.

- c) Supervisor of Nursing, Lead Occupational and Physical Therapist:
- 1) Will work the student year plus an additional 20 days per year during the summer, at their supervisor's discretion. Health care employees will generally work five (5) days per week, 8 hours per day Monday through Friday, with an unpaid one-half hour lunch break, unless in accordance with the school calendar, students are in school for less than a five day week. In addition, the work year for health care employees will include one hour per month to be spent in a staff meeting as scheduled by the Director of Pupil Services and staff development time not to exceed an additional two (2) hours per month.
 - 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 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 Director of Pupil Services.
- 5.1 The Department Head and/or the Human Resources Director 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 his or her regular work day or work 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 1st and April 1st.
- 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 (4) hours straight time pay or the actual hours worked at time and one half (1 ½), 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 shall be notified by letter during the month of January of each year the balance in their account.
- b) Paid sick leave for any day will be allowed only if an employee reports such absence to the immediate supervisor or authorized agent within a reasonable time of that day. 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, with the prior approval of the Board; 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 one-half (½) day per month, while the balance of three fourths (¾) 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, 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 (a) 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.

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, 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.

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

For an employee absent from work because of any injury or incapacity entitling the employee to compensation under the Worker's Compensation Act, the Board shall make up the difference between compensation payments and regular wages for a maximum of one year following the date of the employee's injury, so long as such person remains in the employ of the School District. 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 the 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.
- 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 (20) 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 any employee is arrested for a crime against a person, sexual assault, child abuse or family violence, he/she shall notify the Director of Human Resources 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 two (2) 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.

- 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 B. 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 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 salary 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 Employees working on a regularly schedule shift operation shall receive a shift differential as follows:

Employees on the second shift shall receive \$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 p.m.

**ARTICLE XI
BENEFITS**

- 11.0 All members shall be eligible for the insurance programs listed below:

1. Blue Shield Century Preferred with Vision Care
 - a. The co-pay for medical visits will be as follows:
 - i. No co-pay for "well" visits; \$20 for "sick" visits.
 - ii. The emergency room visit co-pay will be \$75 (waived if admitted).
 - iii. The hospital co-pay for inpatient stays will be \$100 per admission.
The hospital co-pay for outpatient surgical procedures will be \$100 per outpatient admission.
 - iv. The urgent care co-pay will be \$50
 - v. The out-of network deductibles will be \$500/\$1000/\$1250
 - vi. The out-of network out-of-pocket maximums will be \$1000/\$2000/\$3000
 - b. The co-pay for prescriptions will be as follows:

\$5 for generic retail (34-day supply)
\$20 for preferred name brand formulary retail (34-day supply)
\$35 for non-preferred name brand non-formulary retail (34-day supply)

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

[Amend Plan to eliminate D.A.W. and implement Step Therapy]

2. Beginning in the 2008-09 school year you may select either the Board's existing Anthem BC/BS Century Preferred health care plan or a Health Maintenance Organization (HMO) plan offered by the Board. Each employee will be offered the option of selecting either health care plan during an open enrollment period each April for implementation on July 1. The premium cost share for any employee who selects the HMO will be five percent (5%) less than the premium cost share for the Anthem BC/BS Century Preferred plan.

As an incentive for the 2008 – 2012 contract the premium cost share referenced above will remain ten percent (10%) for any employee who selects the HMO during the duration of this contract only.

3. Delta Dental
[Amend Plan to have deductibles on Class 2 of \$25/\$75; Class 2 Benefits 80%]
4. This contract has the enhanced dental and vision benefits.

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 \$1,000 in lieu of any insurance coverage. The employee must request this option by April 1st 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 each 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 as follows:

In the 2008-2009 contract year, each member shall pay twelve and one half percent (12.5%) of the annual premium cost for the insurance programs listed above for which he/she is eligible and which he/she selects.

In the 2009-2010 contract year, each member shall pay thirteen percent (13%) of the annual premium cost for the insurance programs listed above for which he/she is eligible and which he/she selects.

In the 2010-2011 contract year, each member shall pay thirteen and one half percent (13.5%) of the annual premium cost for the insurance programs listed above for which he/she is eligible and which he/she selects.

In the 2011-2012 contract year, each member shall pay fourteen percent (14%) of the annual premium cost for the insurance programs listed above for which he/she is eligible and which he/she selects.

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.

11.3 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 dependant child care expenses. A monthly administrative fee of \$4.00 will be charged for enrollment in one or more of the flexible spending account plans.

11.4 Life Insurance

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

11.5 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.

11.6 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, 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 50% of the cost up to a maximum of \$7500 per year for the cost of the member's benefits for three (3) additional years, but not past the age of 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.

11.7 Retiree's Life Insurance

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

11.8 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.

11.9 Reimbursement for Losses

The Board shall allocate a sum not to exceed \$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 \$2,000.

11.10 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 nine (9) semester hours per year to a maximum of \$2500 per member.

11.11 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 A, 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 thirty (30) 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 mutual agreement of the Union and the Human Resources Director, 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 officer shall be permitted to handle grievances. The officer 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 or membership in the Union.

14.1 There shall be no residency requirements during the term of this Agreement for bargaining unit employees.

14.2 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.

14.3 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.

14.4 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 notify the Union and the employee at least four (4) weeks 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 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 mail to the employee's last known address, shall be removed from such recall list.
- 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 The parties agree to meet to negotiate a revised layoff and bumping procedure if there are changes to the bargaining unit (e.g., additional positions created) which either party believes to have a potential impact on this Article.

**ARTICLE XVI
DURATION AND RENEWAL**

- 16.0 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, 2012. The provisions of this Agreement shall only be retroactive when specifically provided in the language of a provision.
- 16.1 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.
- 16.2 In the event agreement is not reached by the expiration date set forth in Section 16.0, the parties may extend the Agreement, in writing, for any mutually satisfactory period.

SIGNED

FOR THE BOARD

FOR LOCAL 818, AMERICAN
FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES,
COUNCIL #4, AFL-CIO

Peter Kochol, President

Date

JoAnn Goodemote, President

Date

For Local #818, American Federation of
State, County and Municipal Employees,
Council 4, AFL-CIO

James Castelot, Staff Representative
Council 4, AFSCME, AFL-CIO

Date

APPENDIX A

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

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, Personnel Manager 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