

AGREEMENT

BETWEEN

THE NEW BRITAIN BOARD OF EDUCATION

AND

LOCAL 1186 AMERICAN FEDERATION OF

STATE, COUNTY AND MUNICIPAL EMPLOYEES

COUNCIL 4, AFL-CIO

AGREEMENT PERIOD

JULY 1, 2004 TO JUNE 30, 2008

This document was prepared to reflect in contract format the results of an interest arbitration award dated June 6, 2006.

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**AGREEMENT
BETWEEN
THE BOARD OF EDUCATION AND
LOCAL 1186, AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, COUNCIL 4, AFL-CIO**

This Agreement is entered into by and between the Board of Education, (hereinafter referred to as the "Board") and Local 1186, 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 1 - 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 The Municipal Employee Relations Act, Connecticut General Statutes Section 7-467 et seq., as it may be amended from time to time, with respect to rates of pay, wages, salaries, hours of employment and other conditions of employment for all school employees of the Board of Education serving in positions listed in Appendix A, whether or not paid from funds obtained from State or Federal legislation.
- 1.1 No job classification 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 shall create any new positions similar to those in Appendix A during the life of the Agreement, it will notify the School Vice-President and 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. 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. All classifications created after the effective date of this contract shall be negotiated between the parties for appropriate inclusions in Appendix A.
- 1.3 The Union shall receive copies of all Board materials, such as agendas, minutes, etc., as allowed by law. This material will be mailed to the School Vice-President.

ARTICLE II - THE RIGHTS OF THE BOARD

- 2.0 Unless expressly limited or relinquished below by a specific section of this Agreement, the rights, power and authority held by the Board pursuant to any Charter, general or special statute, ordinance, regulation or other lawful provision, over matters involving the School District, and the complete operational control over the policies, practices, procedures and regulations with respect to its employees, shall remain vested solely and exclusively in the Board.

- 2.1 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) When rules or changes are established, they shall be posted prominently on all bulletin boards for a period of ten (10) working days before becoming effective.
 - (d) 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.
 - (e) These rules shall not be in conflict with any provision of this Agreement.
- 2.2 The possession of or consumption, sale or distribution of alcohol or controlled or illegal drugs is prohibited in accordance with current board policy.

ARTICLE III - UNION SECURITY

- 3.0 The Board agrees to deduct an initiation fee, monthly dues or an 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 hired into a collective bargaining unit position shall, upon completion of thirty (30) calendar days of employment, become and remain union members in good standing in accordance with the provisions of the International Constitution or, as a condition of employment, pay to the Union an agency 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 service fees to the Union will be accompanied by a list of names of employees from whose wages the dues or service 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 in Appendix A expressly agree that there will be no strike, slowdown, work stoppage or other interference with the operation of the Board during the life of this Agreement.

- 3.5 The Union agrees to indemnify and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board for the purpose of complying with the dues deduction provisions of this Article.

ARTICLE IV - SENIORITY / VACANCY TRANSFERS

- 4.0 Seniority is defined as the length of service of the employee from the last date of employment by the Board and shall include service rendered to the City prior to this Agreement, by persons who were working in the New Britain School System by July 1, 1978, except in the case of security personnel, whose seniority shall begin no earlier than November 9, 1982. All Parent /School Liaison employees shall accrue seniority from date of hire in their job classification. An employee will lose his or her seniority if he or she resigns, retires, is terminated or fails to accept a recall from a layoff within seven (7) calendar days after receipt of notice.
- 4.1 The Board will maintain a seniority list, which shall be revised as of January 1st of each year. A copy will be mailed to the School Vice-President no later than February 1st. Any claims for corrections of such list must be made in writing to the Human Resources Director 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 fifty (150) workdays. 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 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.
- 4.3 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, employees in the same job classification, if qualified, shall be given first preference to fill the position by seniority provided that the employee has an acceptable job rating and provided further that the employee has not transferred within the previous eighteen (18) months. The eighteen (18) month period begins on the date the employee actually reports to his/her position and begins to perform the work of that position. If an employee has received a non-acceptable job rating and the appeal period has not passed or the rating has been appealed and a hearing on same is pending, said employee shall be able to transfer as hereinbefore set forth which transfer, however, shall be voidable by the Board if the non-acceptable job rating is sustained and the appeal process has been exhausted. Seniority shall govern for demotions and for lateral transfers in the same classification. Day and night shift custodians will be considered the same job classification.

If no employee in the same classification fills the position, then the position will be filled on a promotional basis. The employee in the bargaining unit with the highest passing mark on an examination given for the purpose of filling vacancies

- or new positions in a particular job classification shall be given the first opportunity to fill that vacancy. Effective April 1, 1997, employees taking examinations will be given 1/2 point for each full year of continuous and active service in this bargaining unit up to a maximum of 2.5 points (five (5) years of service). Each employee must have passed the examination with a minimum passing score in order to be eligible for the additional seniority credit-points. When an employee passes an examination for a position, that examination will be valid for a period of three years from the date of the employee's notification of his/her final score. The School Vice-President shall be provided with the names and total scores of employees who have passed examinations before any promotions are made.
- 4.4 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. The posting will indicate the type of test to be given and the relative weights to be assigned to each part. Copies of such postings shall be sent to the School Vice-President.
- 4.5 The following Union representatives who are employees shall have top seniority during their terms of office in all cases of a decrease in a working force: President, Executive Vice-President, School Vice-President, Treasurer, Secretary, Trustee, Sergeant-At-Arms, Chief Steward and Liaison.
- 4.6 Employee requests for a voluntary reassignment to a vacant position in a lower job classification for which they are qualified shall be subject to the approval of the Superintendent or designee and the Union. Notice of the action taken shall be given promptly to the employee. Such voluntary reassignment may be given without the necessity for a competitive examination but the employee must accept the rate of pay in the same relative pay step of the lower job classification. Any employee who is permitted a voluntary reassignment to a vacant position in a lower job classification will not be permitted to leave the new position under any circumstances (downgrade, lateral or promotion) until the employee has served in that position for eighteen (18) months. Candidates for promotion to a vacant position shall be preferred over employees requesting a demotion to such position.
- 4.7 Employees working on any shift or work week shall be given preference during the life of this Agreement by seniority to transfer to any other shift or work week provided a vacancy exists in the same classification and provided no such employee shall have any right to transfer within eighteen (18) months of a previous transfer.

ARTICLE V – HOURS OF WORK, OVERTIME AND HOLIDAY PREMIUM PAY

- 5.0 The regular work week and workday for:
- (a) School Clerical Employees – five (5) days, thirty-seven and one-half (37 1/2) hours per week, Monday through Friday.

The work year for ten-month secretaries shall be the student year plus two (2) weeks immediately before the student year plus two (2) weeks immediately following the student year. These positions shall not be used to reduce school secretarial positions working twelve months per year.

- (b) School Custodians and Maintenance – the work schedule of hours – five (5) days, forty (40) hours per week, eight (8) hours per day, Monday through Friday:

High School Custodian I

5:00 A.M. – 1:30 P.M.

6:30 A.M. – 3:00 P.M.

10:00 A.M. – 6:30 P.M.

2:00 P.M. – 10:30 P.M.

3rd Shift 10:00 P.M. – 6:30 A.M.

7:30 A.M. – 4:00 P.M. (when school is not in session)

All Other Buildings – Day Custodian I

6:30 A.M. – 3:00 P.M.

7:30 A.M. – 4:00 P.M. (when school is not in session)

All Other Buildings – Night Custodian I

2:00 P.M. – 10:30 P.M.

7:30 A.M. – 4:00 P.M. (when school is not in session)

Maintenance Employees

7:30 A.M. – 4:00 P.M.

- (c) Security Personnel – five (5) days, forty (40) hours per week, eight (8) hours per day, Monday through Friday. Except in emergencies, no new shifts and no changes in shift schedules shall occur without prior notice and consultation with the Union and without advance notice of at least two (2) weeks. During such periods of time that school for students is not in session including vacation periods and snow days, Security Personnel may be assigned to do custodial work, and if so assigned, shall receive wages in accordance with the salary schedule for Custodian I.

- (d) Health Care Workers –The work year for Health workers will consist of the student year plus three (3) days prior to the student year (excluding Saturday and Sunday).
1. Health Care Employees – Monday through Friday, the student day plus fifteen (15) minutes before and 15 minutes after, including one-half hour paid lunch. In addition, the work year for Health workers will include one hour per month to be spent in a staff meeting as scheduled by the Director of Pupil Services. In addition, the work year will include staff development time not to exceed an additional two (2) hours per month.
 2. Health Care workers will not be eligible for paid vacation but will be off except as set out in #1 above.
 3. Health Care workers will be eligible for the same sick time provision as provided other employees of Local 1186.
 4. Health Care workers will be paid their annual rate in 26 biweekly paychecks.

Health workers will not receive paid holidays but will have designated holidays off. (See Article IX, Holidays).
 5. Health Care workers will be considered district-wide and will be assigned their positions by the Director of Pupil Services. However, Health Care workers may request a transfer to a vacant position. The decision to grant or deny a transfer will rest solely with the Director of Pupil Services.
 6. If the student year and/or day changes, then the Board may implement a corresponding change to the workday or work year (increase or decrease), by adjusting the salary schedule on a pro-rata basis or negotiating the impact of such change with the Union.
 7. Staffing for summer school programs will be filled in the following manner:
 - (a) Volunteers by seniority in the classification.
 - (b) If there are not sufficient volunteers, Health Care workers, by classification, will be assigned in reverse order of seniority on a rotating basis. Assignments will be made based upon qualifications required for the vacant positions.
- (e) All Parent /School Liaisons shall have their hours of work continue in accordance with past practice. All Parent /School Liaisons benefits shall be earned and accrued in accordance with other full-time ten-month employees.

5.1 Overtime

- (a) Time and one-half shall be paid as follows;
1. For all work performed by an employee in excess of eight (8) hours in a day and or forty (40) hours in a week.
 2. For all work performed on the sixth day of an employee's regular work week as set forth in Section 5.0.
 3. For all work performed by school custodians for actual time worked on special duty assignments.

- (b) Double time shall be paid as follows:
1. For all work performed on the seventh day of the employee's regular work week as set forth in Section 5.0.
 2. For all work performed on holidays plus regular holiday pay.
 3. During heating season, employees reporting at 5:00 A.M. will be paid two (2) hours at double time.

- (c) Overtime assignments will be made as follows:
1. A schedule of overtime assignments shall be maintained at each school by the Custodial Foremen and shall be conveniently and conspicuously posted in each school and maintenance building.
 2. Full-time employees (37 ½ hours per week) shall be given preference on all overtime assignments.
 3. Overtime in each school shall be assigned on as equitable basis as possible among the qualified custodians regularly assigned to that school or building.

Overtime assignments offered to but not accepted by an employee shall be indicated on the schedule as time worked for purposes of overtime distribution only. To the extent possible, second and third shift custodians shall be given an opportunity to equalize their share of overtime when school is not in session and/or when it does not interfere with their regular work schedule.

4. Whenever a custodian is on special duty assignment (outside groups, etc.) he/she shall be allowed an ample amount of time beyond the end of the special event for cleanup and completing other custodial related duties.

5. A volunteer roster shall be developed listing custodial employees willing to accept overtime assignments at other than their regular school or building.

Such overtime assignments shall be assigned on an equitable basis among those on the list and such assignments shall be the responsibility of the Director of Support Services. Under no circumstances shall this volunteer roster be used to replace employees regularly assigned to a given school, unless they are not available. Such list shall be prepared each year during July.

Voluntary roster overtime assignments offered to but not accepted by an employee shall be indicated on the schedule as time worked for purposes of overtime distribution.

6. If an employee is on vacation or out sick, the supervisor does not have to contact that individual concerning overtime assignments.
- (d) The Union shall be given, upon a request, a list of all overtime hours paid to each employee as of October 1st and April 1st. This list shall be submitted to the School Vice-President.
 - (e) Overtime hours shall not be considered as part of an employee's regularly scheduled hours of work.
 - (f) When overtime is scheduled at least seventy-two (72) hours in advance, prior to the start of the regular shift, employee will be paid two (2) hours at double time. This provision applies only to overtime for construction work or heating requirements and only to regular workdays and does not include weekends or holidays. With less than seventy-two (72) hours notice or more than two (2) hours work is involved, regular call-in rate will apply. When overtime is requested of an employee, which overtime shall extend the normal end of an employee's shift and said employee elects with the Board's approval to perform said overtime prior to the start of said employee's normal shift, said employee shall be paid for the actual time worked prior to said shift at time and one-half of said employee's normal hourly rate.
 - (g) When an employee is called in to work prior to the start of his or her shift, he/she will be paid three (3) hours straight time pay or the actual hours worked at time and one-half (1-1/2), whichever is greater. If the employee works into his regular shift, then the actual hours worked prior to the shift will be paid at time and one-half (1-1/2).
 - (h) Employees working three and one-half (3-1/2) hours of overtime shall be granted a one-half (1/2) hour paid meal period.

- (i) Special Duty: A Custodian may be scheduled as follows:
 - 1. When a school is to be used for meetings/functions opened to the public, organized groups of students or to individuals not employed by or under direct supervision of the Board.
 - 2. When a school is to be used by teachers, administrators or other authorized Board employees on a day they are not scheduled to work.
 - 3. When a school is to be used by contractors hired by the Board or the City.
- (j) Effective July 1, 2001 there will be no pyramiding of any premium pay.

ARTICLE VI – LEAVE PROVISIONS

6.0 Paid Sick Leave

- (a) Each employee shall receive a leave of absence with full pay for sickness at the rate of one and one-fourth (1-1/4) days a month, cumulative to a maximum of two hundred (200) days. Each employee's sick leave balance shall be listed on his/her paycheck.
- (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 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 three (3) consecutive working days be approved without such employee submitting such medical certificate to the Superintendent.
- (d) Sick leave in excess of the amount stipulated in this Article may be granted by the Superintendent, with the prior approval of the Board. Extension requests shall be presented to the Superintendent with a complete statement as to the reason and necessity for such extension; provided, however, that 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 (1/2) day per month, while the balance of three-fourths (3/4) 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 employment of the Board.

6.1 Personal Business Leave

Each employee shall be entitled up to five (5) personal days per year with pay (a) to 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 case of death in the employee's immediate family or the immediate family of his/her spouse, during the work year, the employee shall be entitled to a maximum of five (5) successive work days leave. Immediate family for the purpose of this section shall include spouse, child, stepchild, foster child, parent, stepparent, sibling, grandchild and also any relation who is domiciled in the employee's household.
- (b) In case of death of the employee's brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, uncle, aunt, cousin, niece or nephew, the employee shall be entitled to a maximum of two (2) consecutive work days leave per occurrence.
- (c) An employee shall be entitled to one (1) day off per year with pay to attend a funeral for individuals not listed above at the Superintendent's discretion, subject to reasonable staffing requirements.

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

6.4 Sick Leave Pay-out

An employee, upon retirement, shall receive, on a basis of current wage, 30% of the first 100 days of accumulated sick leave and 40% of all days over 100 days up to a maximum of 200 days.

6.5 Worker's 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 two (2) years after the date of injury, so long as said 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.

6.6 Uniformed Services Leave

Any permanent full-time employee 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 pay paid to the employee by the Military while on leave under this article shall be returned to the District by the employee. Additional leave will be granted in accordance with the Uniformed Services Employment and Reemployment Act, as it may be amended.

6.7 Family Illness Leave

When an illness of a member of the employee's immediate family requires the employee's personal attendance, up to five (5) working days chargeable to sick leave shall be granted, provided, however, that the employee shall, unless otherwise excused by the Superintendent, furnish a medical certificate. Approved time up to five (5) working days will be applied to the employee's entitlement, if any, under the Family and Medical Leave Act. Requests from bargaining unit members for time in excess of five (5) working days will be granted in accordance with the Family and Medical Leave Act.

6.8 Maternity, Paternity, Adoption and Foster Care Leave

Employees shall be entitled to maternity, adoption and foster care leave pursuant to the Family and Medical Leave Act of 1993, as set forth in the Board's Family and Medical Leave Policy and the following additional procedures. All such leave will be counted against the employee's annual 12-week entitlement, if any, under the Family and Medical Leave Act:

(a) Child-Bearing Leave

- (1) An employee shall be entitled to use accrued paid sick leave during such time before the birth of the child for prenatal care as necessitated by the employee's physician.
- (2) The period of child-bearing leave shall be the length of time during which the employee's physician certifies that the employee is incapacitated from working.

The employee shall provide a letter from her physician stating when the period of incapacity commences and when the period of incapacity is anticipated to cease.

(b) Adoption and Foster Care Leave

An employee shall be entitled to use accrued paid vacation or personal leave as necessary for the purpose of effectuating the adoption or foster care of a child. An employee shall be entitled to an unpaid leave of absence immediately following the adoption of the child or the placement of the child in foster care of the employee in accordance with the Family and Medical Leave Act and will be entitled to additional unpaid leave for child-rearing as specified in (c) (ii) below.

(c) Child-Rearing Leave

- (1) An employee shall be entitled to an unpaid leave of absence for child-rearing purposes immediately following expiration of child bearing leave.
- (2) The child-rearing leave may continue for any or all of the first twelve weeks after the birth or adoption of the child (or placement of the child in the foster care of the employee) or for the balance of the fiscal year (through June 30) during which the child was born. The employee may choose to continue the child-rearing leave into the next fiscal year. In any event, an employee shall be entitled to a maximum of 12 calendar months of absence from the date of birth, adoption or placement for child-rearing purposes.
- (3) Such employee must notify the Superintendent in writing on or before June 1 if she will return to work on July 1 or continue the child-rearing leave into the next fiscal year, along with the date upon which the employee plans to return to work.

(d) Paternity Leave

Upon written request, paternity leave of up to ten (10) days will be granted. Employees may use accrued paid sick, vacation or personal leave for this request. Leave taken for this purpose will count against the employee's entitlement, if any, under the Family and Medical Leave Act.

6.9 To the extent that any provision of this contract provides a greater benefit than the Family and Medical Leave Act, the contract shall prevail. If the Board grants paid leave for reasons which would qualify as leave under the FMLA, such paid leave shall reduce the employee's annual twelve (12) week unpaid entitlement.

6.10 Unpaid Leave

- (a) 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 the employee of the Board without pay and without loss of seniority.
- (b) All employees on a leave of absence will be sent in the regular mail to their last known address, postings for available positions in Local 1186.
- (c) Any individual on leave of absence who wishes to return to the District either during that leave or after the leave ends, may return to an open, available position for which the employee is qualified.
- (d) At the conclusion of an individual's leave of absence, he/she must post for the first position in his/her pay grade for which he/she is qualified. He/she will be awarded that position in his/her pay grade based upon seniority in that pay grade.

- (e) A person on leave of absence will have preference for a vacant position in their pay grade over a person in a lower pay grade who has more seniority than the person on leave of absence.
- (f) The person at the conclusion of their leave of absence, must take the first available position in their pay grade or resign/terminate.
- (g) An individual either on leave of absence or after the end of their leave of absence, may bid for a lower salary grade position based on their seniority and qualifications and return to the District. (A person on leave or after a leave ends does not have to post for a lower salary grade).
- (h) An individual following the end of their leave of absence, may be under this recall provision for a maximum of two years from the end of that leave.
- (i) Time on leave of absence counts toward seniority.
- (j) Except as specified by the Family and Medical Leave Act (FMLA), employees on an unpaid leave of absence will be required to pay for their health insurance starting the first full month following the commencement of such leave at the applicable premium cost rate (as defined in Article 11.7) if they choose to continue such insurance.

6.11 Jury Duty Leave

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 one (1) day of sick leave to the bank in any given school year and any day contributed by an employee 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 three (3) persons designated by the Union and three (3) persons designated by the Superintendent. 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 to thirty (30) the number of days granted to any employee in any given school year; (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) An employee returning to work following a sick leave which utilized days from the sick leave bank shall pay back all days borrowed from the bank as follows:

In lieu of receiving full sick leave at 1-1/4 days per month under Article 6.0, the employee shall receive sick leave at the rate of one day per month and the sick bank shall be credited with the remaining 1/4 day per month until such time the employee has paid back all time borrowed from the bank.

- (d) 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 An employee after six (6) months, but less than one (1) year of continuous service, shall be entitled to a vacation of one (1) week (five working days) with pay.

7.1 An employee who has completed one (1) year of continuous service shall be entitled to a vacation with pay of two (2) weeks (ten working days) annually, provided the employee has not exercised the option in Section 7.0 above.

7.2 Each employee who has completed the required years of continuous service below shall be entitled to a vacation with pay as follows:

Two (2) years up to and including seven (7) years-----	Fifteen (15) working days
Eight (8) years or more-----	Twenty (20) working days

Employees employed on a school year (10-month) basis shall not earn paid vacation.

7.3 School District clerical employees whose continuous employment under this agreement began before January 1, 1997, shall be entitled to four (4) weeks of vacation per year after one (1) year of employment. All clerical employees hired after January 1, 1997 will accumulate vacation according to Article 7.0, 7.1 and 7.2 above.

7.4 When an employee has exhausted his or her accrued paid sick leave, the employee may use any accrued paid vacation leave for personal illness.

- 7.5 (a) The vacation period will be set by mutual agreement between the Superintendent or designee and the employee except that seniority shall govern preference, provided the building or the department's efficiency is not impaired.
An employee may be permitted to take more than one (1) week of their total vacation in any calendar year when school is in session.
- (b) Except in unusual circumstances approved in advance by the Superintendent, security personnel should not schedule vacation time when school for students is in session.
- 7.6 Any accrued pro-rata vacation pay due an employee at the time of voluntary termination shall be paid pursuant to applicable law.
- 7.7 In the event of the death of an employee, the employee's estate shall receive any accrued pro-rata vacation pay.
- 7.8 When a holiday as specified in the following Article XI occurs during a regular vacation, said holiday shall not be charged against the employee's earned vacation time.
- 7.9 It is agreed that employees may bank one (1) week of their annual earned vacation leave to a maximum of three (3) weeks banked.
- 7.10 If the Board implements a summer shutdown, Union members are not required to schedule their vacation during that time period. However, employees electing to take five (5) vacation days during the scheduled shutdown will earn one (1) bonus day; employees electing to take ten (10) vacation days during the scheduled shutdown will earn two (2) bonus days.

ARTICLE VIII – DISCIPLINARY PROCEDURE

- 8.0 No employees covered by this Agreement will be discharged or disciplined except for just cause.
- 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. Before any written disciplinary action is placed in a bargaining unit employee's personnel file, the employee will be given the opportunity to meet and discuss the issue and to initial and date the disciplinary action. Following this opportunity, the disciplined employee shall also have the right to respond to the action in writing and to have that response filed in his/her personnel file.
- 8.2 Any employee required to meet with a member(s) of the Board on matters which could adversely affect the status of the employee, shall be entitled to have Union representation.

- 8.3 After a period of (3) years all written warnings shall be removed from the employee's personnel file in the Human Resources Department in accordance with applicable laws.

ARTICLE IX – HOLIDAYS

- 9.0 The recognized paid holidays shall be as follows: New Year's Day, Martin Luther King, Jr. Day, Lincoln's Birthday, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, the last working day before Christmas, Christmas day and the next regular work day after Christmas, 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 falling on a Saturday shall be observed on the preceding workday.
- 9.2 Holidays falling on a Sunday shall be observed on the following workday.
- 9.3 No holiday pay shall be paid to an employee who is under suspension.
- 9.4 If a holiday occurs while an employee is out on sick leave, such holiday shall not be charged against the employees' sick leave account.

ARTICLE X – WAGES / 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 or twelve (12) months in their pay grade will advance to the next step of the pay plan. The implementation of this higher rate will become effective the first full workweek after such twelve (12) month period.
- 10.1 An employee temporarily required and assigned to work in a higher classification shall receive an adjusted rate while working in the higher class. This adjusted rate shall be at that step in the high classification which provides at least one full step in the current classification, but shall not result in placement on a step higher than that to which such person would have been entitled if originally appointed to such position. Whenever a permanent vacancy occurs which the Board intends to fill, a promotion to such position shall normally be made within ninety (90) days and, in the event an employee is temporarily assigned to such positions for more than ninety (90) days, written reasons therefore shall be given to the School Vice-President.
- 10.2 Any employee promoted to a new classification shall receive an adjusted rate. This adjusted rate shall be that step in the higher classification which provides at least one full step in the current classification, but shall not result in placement on a step higher than that to which such person would have been entitled if originally appointed to such position.

- 10.3 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 1st of each year.

For ten (10) through fourteen (14) years service	\$350.00
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For fifteen (15) through nineteen (19) years service	\$425.00
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For twenty (20) or more years service	\$550.00
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Such longevity payments shall be made during the month of June each year.

- 10.4 Employees working on a regularly scheduled shift operation, other than for snow removal or other similar emergency type work, shall receive a shift differential as follows:

Employees on the second and third shift shall receive \$1.75 per hour in addition to their regular rate.

ARTICLE XI – INSURANCE

11.0 Health & Dental Insurance

Effective as soon as practicable after the execution of this Agreement, the following plan changes will be implemented to the Current Blue Cross/Blue Shield Century Preferred with Vision Care:

- (a) The co-pay for medical office visits will be as follows:
no co-pay for "well" visits / \$10.00 for "sick" visits. On June 30, 2008 the co-pay for sick visits shall be \$15.00.
- (b) The emergency room visit co-pay will remain \$25.00 (waived if admitted).
- (c) The hospital co-pay for inpatient stays will be \$50.00 per admission. The hospital co-pay for outpatient surgical procedures will be \$25.00 per outpatient admission.
- (d) The co-pay for prescriptions will be as follows:
\$5.00 for generic retail (34 day supply)
\$15.00 for preferred name brand retail (34 day supply)
\$25.00 for non-preferred name brand retail (34 day supply)

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

The Board shall provide effective February 1, 2006 the Delta Dental Plan in effect as of December 2005 for the other Board bargaining units.

11.1 Life Insurance

Employees participate in a group life insurance plan of the Board in the amount of \$25,000 during the term of employment and \$5,000 at the time of retirement at the Board's expense (with no premium cost sharing). Upon retirement, employees may elect to continue the \$25,000 life insurance coverage subject to the provisions of Section 11.4.

11.2 Pension

Subject to the provisions of Article 11.4, pension benefits shall be provided for the employees according to the Connecticut Municipal Employees Retirement Fund Act as contained in Sections 7-425 to 7-459, Connecticut General Statutes, Revision of 1958, as amended.

11.3 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.

11.4 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, including applicable premium cost share, subject to amendments and/or modifications during the applicable period, pursuant to collective bargaining, until a five (5) year period of retirement by a retiree is reached. Thereafter, such retirees will receive the same options 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 five (5) year period.
- (c) Employees choosing voluntary retirement will receive payment for all accrued contract benefits at the time of 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 Employee's Retirement Fund shall be entitled to the benefits of this section.

- (f) At the end of the five (5) year period, the retiring employee shall revert back to the then existing schedule of applicable benefits.
- (g) In order to be eligible for the voluntary retirement benefit in this article, an employee at the time of retirement must have had continuous service in this unit prior to January 1, 1997. Employees whose continuous service in this unit began after January 1, 1997 will not be eligible for this retirement benefit.

11.5 Effective no sooner than April 1, 1970, or upon the Statutory Entrance Date, all eligible employees covered by this Agreement will be provided with coverage under Plan B of the Connecticut Municipal Employee's Retirement Act.

11.6 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.

11.7 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 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 a 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.

The premium cost share will be 8.5% effective January 1, 2006 (retroactive).

Effective July 1, 2006, the premium cost share shall be 9.5%. Effective July 1, 2007, the premium cost share shall be 11%.

The premium cost-sharing amount for which the employee is responsible shall be automatically deducted from the employee's pay on a pro-rata monthly basis. In accordance with Internal Revenue Service Regulations, the Board agrees to continue a Section 125 Plan under which an employee 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.

The Board shall also adopt and maintain an IRS Flexible Spending Account with a minimum contribution of \$250 and a maximum contribution of \$2,500 per plan year for health reimbursement and a minimum contribution of \$250 to a maximum contribution of \$5,000 per plan year for dependent care. The following provisions will apply:

1. Under no circumstances will the Board be required to contribute any monies to the FSA or to any account established pursuant hereto.

2. Each employee desiring to participate in the FSA must apply for participation and enroll by submitting completed forms provided by the Board during the open enrollment period in the month of May.
3. Each employee wishing to participate in the FSA must inform the Board in writing during open enrollment in the month of May of the amount he/she wishes to contribute to the account during the plan year (a minimum of \$250 to a maximum of \$2,500 per plan year for health reimbursement, a minimum of \$500 to a maximum of \$5,000 per plan year for dependent care), which shall be divided by the number of payroll periods scheduled for the plan year to determine the amount to be deducted from each paycheck during that plan year.
4. As a condition precedent to the establishment of an account under the Plan, the employee must submit to the Plan Administrator, on forms approved by the Board, written authorization for the Board to deduct from his or her salary, the amounts to be diverted to his or her plan account, which shall be the same amount from each paycheck issued during the plan year. As a further condition, the employee shall pay, by authorized automatic payroll deduction, the monthly charge for participation in said plan attributable to him/her.
5. The Board makes no representations or guarantees as to the initial or continued viability of this salary reduction agreement, and shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax-exempt status of employee insurance premium contributions. So long as the Board makes a good faith effort to comply with this paragraph, neither the Association of any employee covered by this Agreement shall make any claim or demand, nor maintain any action against the Board or any of its members or agents for taxes, penalties, interest or other cost of loss arising from a flaw or defect in the salary reduction agreement, or from a change in law which may reduce or eliminate the employee tax benefits to be derived there from.

11.8 Change of Carrier

If the Board finds it desirable to obtain equivalent coverage from alternative 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. If the parties are unable to reach agreement, the Board may request an evaluation of the equivalency of coverage by an arbitrator chosen under the provisions of Article 13.4. If the arbitrator finds the coverage to be equivalent, the Board may exercise the option of changing to the equivalent coverage through an alternative carrier.

11.9 Reimbursement for Losses

The Board shall allocate a sum not to exceed \$5,000 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 purposes, otherwise prorated reimbursements will be made according to the demands made on the allocated fund of \$5,000 upon reasonable notice by the Union and the Board shall issue an accounting of all disbursements made under this Section.

11.10 Disability

Any employee of Local 1186, who has been retired by reasons 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 of Education. 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 1186 Contract in force at the time of reinstatement. In the event said retired member shall fail to comply with the order for re-examination, or if after re-examination shall fail to comply with the request of the Board or State to return to duty, said Board or State shall have the power to stop further pension payments until the order has been complied with. This section shall apply to all members effective the signing date of the Agreement.

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. Maintenance Department employees shall be provided with one pair of overalls.

12.1 A joint safety committee shall be formed by the Board and the Union. The committee, which shall be comprised of two (2) representative designated by the Union and two (2) representatives designated by the Board, shall meet upon the written request of either party to review and recommend safety and health measures in the departments covered by this Agreement. Corrective measures against hazardous and unsafe conditions shall be implemented promptly upon the recommendations of the Safety Committee by responsible authorities in charge of the affected situation. One additional union member shall be allowed, in the absence of the regular member, to vote on matters before the committee.

ARTICLE XIII - GRIEVANCE PROCEDURE AND ARBITRATION

- 13.0 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.
- 13.1 The employee in company with the Union Representative, if so desired, shall first discuss such grievance with the next immediate supervisor excluded from the bargaining unit, who shall answer within two (2) working days. If no satisfactory settlement is reached at this step, the grievance shall be put in writing by the employee and/or the Union Representative, setting forth the specific section of the Agreement involved and may be submitted to the Superintendent or designee within five (5) working days from the date on which the supervisor answered.
- 13.2 The Superintendent or designee will meet within five (5) working days of receipt of the grievance with the employee and/or the Union representatives in an effort to resolve the grievance. The Superintendent or designee will answer in writing within three (3) working days after such meeting.
- 13.3 If the grievance is not resolved to the employee's satisfaction, it may be appealed to the Board within (10) working days of the receipt of the Superintendent's decision. The request shall be submitted in writing to the Superintendent who shall attach all related documents and forward the request to the Board. The Board or committee thereof composed of not less than three (3) members will hold a hearing with the employee as soon as practicable after receipt of the written grievance and render a decision in writing within ten (10) days of the hearing.
- 13.4 If the grievance is not settled, it may be submitted at the request of the Union only within thirty (30) days of the receipt of the Board's answer to the State Board of Mediation and Arbitration for arbitration in accordance with its procedure. The Arbitrator(s) selected shall hear and decide only one (1) grievance at a time. The award shall be final and binding as provided by law. The Arbitrator(s) shall be bound by and must comply with all the 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 supervisor, 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 The management employee shall signify when answering a grievance, in writing, at what step of the procedure he is answering.

13.8 Union Business Leave

- (a) Authorized Union Functions: Union officers and/or delegates, not to exceed two (2) shall be granted leave with pay not to exceed two (2) weeks each, per year, 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.
- (b) Four (4) Union representatives (School Vice-President, Chief Steward, Steward, Trustee) shall be authorized to handle grievances. When necessary, two representatives may adjust a grievance. Such representatives shall be permitted to adjust grievances during working hours without loss of pay up to a maximum of ten (10) hours per month, provided that they shall notify their immediate supervisor when leaving their workplace for such purposes. Permission to leave will not be unreasonably withheld.
- (c) Two officers 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.
- (d) Four (4) officers or designees of the local Union specified at the commencement of the negotiations, shall be permitted time off to participate in negotiations for renewal or modification of this contract under Article XVI without loss of pay for any hours during which they would have been scheduled to work
- (e) A member of the Union who serves in the capacity of Local 1186, President or Vice-President, shall be allowed between the two (2) positions a total of ten (10) hours per month to attend meetings between the Union and the Board and/or City in reference to any Union matters.

ARTICLE XIV - COMPLETE AGREEMENT

- 14.0 The parties agree that all points covered hereinabove constitute the full and complete agreement between them. Each party has been fully represented and had adequate opportunity to make proposals and counter proposals and neither shall be required, without its consent, to bargain further on any matter unless and until notice, in accordance with Section 28.1, is given.

ARTICLE XV - NON-DISCRIMINATION

- 15.0 The parties agree there shall be no discrimination against any employee because of race, color, ancestry, age, religion, national origin, citizenship status, marital status, parental status, disability, gender, sexual orientation, membership in the Union or any other reason proscribed by law.

ARTICLE XVI - PAST PRACTICE

- 16.0 Nothing in this Agreement shall be construed as abridging any right, benefit, or privilege that employees have enjoyed heretofore, unless it is specifically stated that said practice has been superseded by a provision of this Agreement.

ARTICLE XVII - RESIDENCY

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

ARTICLE XVIII - TUITION REIMBURSEMENT

- 18.0 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.
- 18.1 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 seventy-five percent (75%) of the tuition costs for all semester hours needed to fulfill the required courses.

ARTICLE XIX - USE OF PERSONAL VEHICLE

- 19.0 If it is deemed necessary for employees to use their personal vehicle for Board business, they will receive reimbursement at the IRS rate to be paid on a monthly basis.

ARTICLE XX - NEW BARGAINING UNIT WORK

- 20.0 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.

ARTICLE XXI - EMPLOYEE ASSISTANCE PROGRAM

- 21.0 The Board of Education and the Union recognize the value and importance of counseling and assistance programs for those employees experiencing personal problems which may be interfering with the employee's efficiency and job performance of his/her duties and responsibilities. Therefore, the Board and the Union agree to inform the employees about the benefits available to employees (and their dependents) for such problems through the Employee Assistance Program (EAP). Further, the parties shall otherwise promote the EAP as mutually desired and agreed to in the future.

ARTICLE XXII - PERSONNEL FILES

22.0 Local 1186 employee's personnel files shall be maintained under the following conditions:

- (a) Upon twenty-four (24) hours written notice to the Human Resources Office, each bargaining unit employee shall have access to his/her personnel file and have the right to review and reproduce material in his/her personnel file.
- (b) Each bargaining unit employee shall have the right to respond to and document derogatory material filed in his/her personnel file and that response shall be attached to the file copy.
- (c) Documents filed in the personnel file shall be maintained in accordance with current state law.

ARTICLE XXIII - EVALUATIONS

23.0 The Board of Education and the Union are in agreement that bargaining unit members who have completed their probationary periods should be evaluated on their job performance annually. Evaluations should normally be completed and forwarded to the Human Resources Office by June 30th each year.

- (a) The head of the responsibility center and the bargaining unit employee will meet and discuss the strengths and weaknesses of the employee.
- (b) No evaluations will be submitted to the employee's file without the signature of the evaluator and offering the employee an opportunity for signature. The employee's signature does not necessarily indicate approval of the evaluation. A copy of the evaluation will be given to the employee at the time of review.
- (c) There may be no additions or attachments to the completed evaluation document without the signature of the evaluator and the opportunity for review and signature by the employee.
- (d) The employee shall have the right to designate particular areas of disapproval and may do so in writing. Written employee responses will be attached to the evaluation document in the personnel file.

ARTICLE XXIV - LAYOFF AND RECALL

24.0 Layoff shall mean the following measures initiated by the Board: Involuntary, non-disciplinary termination of an employee because of lack of work, the elimination of a position or the elimination of an activity.

- 24.1 The Board shall notify the Union and the employee at least four (4) weeks in advance of any layoff of a bargaining unit member. Such notification shall be confirmed in writing no less than two (2) weeks prior to the employee's layoff date.
- 24.2 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.
- 24.3 Regardless of the source of funding, in the event of a layoff in any given classification, the order of layoff in such classification shall be as follows:
- (a) substitute employee
 - (b) temporary and seasonal employees
 - (c) part-time employees (working less than the standard work week for the classification)
 - (d) full-time employees serving a probationary period
 - (e) permanent, full-time employees with the least seniority
- 24.4 Within two (2) weeks 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 in a 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 fifteen (15) working days of such request. The employee is entitled to pursue denial of his/her request through the grievance process.
- 24.5 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 classifications in which he/she held permanent status or in any lower classification for which the employee has the qualifications and demonstrated ability.
- 24.6 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. The Union is to receive a copy of the recall list within ten (10) working days after employees have been notified in writing of the pending layoff.
- 24.7 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.

- 24.8 In the event of an employee being recalled to a lower classification or being assigned to a lower classification in lieu of layoff, such employee will be paid at that step in the lower classification which is closest to but not more than his/her previous step.
- 24.9 Employees on a recall list shall be rehired in accordance with their qualifications in a classification and 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. Qualifications are defined as having successfully served in the position or having passed the examination for that position within the past two years.
- 24.10 An employee who fails to accept recall after layoff within seven (7) calendar days after notice of an available position has been sent by registered mail to the employee's last known address, shall be removed from such recall list.
- 24.11 In instances where there is a reassignment or reduction in hours 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.

ARTICLE XXV - PROFESSIONAL EMPLOYEE PROVISIONS

- 25.0 No bargaining unit member, other than nurses, shall be asked, required or expected to administer first-aid, dispense or control medication, or provide any type of medical attention to students in accordance with Board Policy 3-13, Administration of Medication by School Personnel as approved by the Board and the accompanying administrative procedures.

ARTICLE XXVI - SUCCESSORSHIP

- 26.0 If the Board of Education sells, leases, assigns, contracts out, subcontracts, transfers, merges, engages in reorganization or shutdown, partial transfer, partial subcontracting, partial shutdown, sale, lease-back arrangement of any Board of Education function or portion thereof affecting current members of this bargaining unit, the Board of Education shall inform the Union of its intent at least thirty (30) days in advance and will comply with its obligations under MERA.
- 26.1 Should the Board of Education undertake such action as contained in Section 26.0 above, the Board of Education shall inform the purchasee, lessee, assignee or successor, of the terms and conditions of employment, or of the existing contract.
- 26.2 Bargaining unit employees shall have the option to elect employment with the Board of Education in accordance with the terms of this Article, or seek employment with the entity as contained in Section 26,0 above.

- 26.3 This Article shall be enforceable under the arbitration clause of the agreement, or MERA or any other appropriate forum. The Board of Education agrees that in addition to any and all other legal actions and causes available, specific performance of the obligations under the successors and assigns article shall be a remedy available to Local 1186 in the event of violation. Said specific performance may be preceded by injunctive relief prohibiting such actions pursuant to this Article.

ARTICLE XXVII - SAVINGS CLAUSE

- 27.0 Should any Article, section or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, section or portion thereof directly specified in the decision; upon the issuance of such decision, the parties agree immediately to negotiate a substitute for the invalidated Article, section or portion thereof.

ARTICLE XXVIII - DURATION AND RENEWAL

- 28.0 This Agreement shall be binding upon the Board and the Union from the first day of July, 2004 and shall continue in full force and effect until midnight of the thirtieth day of June, 2008 when it shall expire, provided that if neither party gives the notice provided for in Section 28.1 this Agreement shall automatically renew itself for additional periods of one (1) year, each and all provisions shall remain in effect with the same force as during the original term thereof. 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.
- 28.1 If either the Union or the Board desire 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.

FOR THE BOARD

Frances Wolski, President

FOR LOCAL 1186, AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL EMPLOYEES,
COUNCIL 4, AFL-CIO

Robert Murphy, President

George Davey, Exec. V. President

Beth Connelly, Neg. Committee

Clifford Moore, Neg. Committee

Helen Murratti-Pion, Neg. Committee

Kathleen Stewart-Arande, Neg. Committee

Suzanne Stewart-Parlow, Neg. Committee

Robert Linberk, Staff Representative
Council 4, AFSCME, AFL-CIO

Dated at New Britain, Connecticut this _____ day of _____, 200_____

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APPENDIX A

WAGE SCHEDULES

2004-2005

2005-2006

2006-2007

2007-2008

APPENDIX B - STIPEND*

Each July and annually thereafter, all qualified employees required to have certification and/or licensure for employment, shall receive one percent (1%) of the employee's annualized base gross salary for the prior contract year, payable as a lump sum added to the eligible employee's paycheck. Eligible employees who were employed less than the full year will receive a pro-rated amount. Such Stipend shall not be added to the base rate.