

COLLECTIVE BARGAINING AGREEMENT

between

EAST HARTFORD BOARD OF EDUCATION

and

LOCAL 2727 OF COUNCIL 4, AFSCME, AFL-CIO

Effective July 1, 2017 – Expiring June 30, 2020

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This Agreement is made and entered into by and between the EAST HARTFORD BOARD OF EDUCATION (hereinafter referred to as the "Board") and LOCAL 2727 OF COUNCIL 4, AFSCME, AFL-CIO (hereinafter referred to as the "Union").

ARTICLE I - PREAMBLE

Section 1.1 This Agreement is arrived at under the general statutes of Connecticut in order (a) to fix for its term the salaries and other conditions of employment provided herein, and (b) to encourage and abet effective and harmonious working relations between the Board and the Union in order that the cause of public education may be best served in East Hartford.

Section 1.2 To this end, the Board and the Union recognize the importance of orderly, just, and expeditious resolution of issues which may arise as the result of those provisions of this Agreement dealing with salaries and all other conditions of employment, and accordingly agree herein upon a grievance procedure for the effective processing of such disputes.

Section 1.3 The Board and the Union accept the terms and provisions of this Agreement as Commitments which they will cooperatively, and in good faith honor, support, and seek to fulfill, and to perform under governing law.

Section 1.4 Subject to the provisions of the law, as it may be amended, the Board agrees not to negotiate with any office employee's organization other than the Union for the duration of this Agreement. Except for such negotiations under the law, however, and subject also to the terms and conditions of this Agreement, the Board shall be free to communicate with office employees or other representatives, or any other persons, individually or by group, for whatever purpose the Board may deem desirable in the discharge of its responsibilities.

ARTICLE II - BOARD PREROGATIVES

Section 2.1 It is recognized that the Board has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the public schools in the Town of East Hartford in all its aspects, including but not limited to the following: to maintain public elementary and secondary schools and such other educational activities as in its judgment will best serve the interests of the Town of East Hartford; to determine the type of work to be performed; to assign all work to employees or other persons; to determine shift schedules and hours of work; to decide the methods, procedures and means of conducting the work; to select, hire, retire, and demote employees, including the right to prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Board of Education, provided such rules and regulations are made known in a reasonable manner to the employees affected by them; to discharge or otherwise discipline any employee for just cause; and to promote, transfer, and lay off employees. These rights, responsibilities, and prerogatives are not

subject to the delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with or in violation of any of the specific terms and provisions of this Agreement. No action taken by the Board with respect to any of its rights, responsibilities, and prerogatives, other than as specifically provided for elsewhere in this Agreement, shall be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE III - RECOGNITION/UNION DUES DEDUCTIONS

Section 3.1 The Board recognizes the Union, pursuant to and with all rights and privileges as provided by law, for the purpose of this contractual relationship as the sole and exclusive representative of the entire unit consisting of secretarial, clerical, all other office employees and security officers provided such employees regularly work twenty (20) hours or more per week, Security Team Leaders, Staff Assistant for Transportation, Out of Area Attendance Officer/Residency Liaison, Benefits Coordinator, Fiscal Administrative Assistant 1, Fiscal Administrative Assistant 2, Programmer Analysts/Applications Support Specialist, System Administrator, Programmer Is, Technology Specialists/Network Technicians, and Information Technicians (hereinafter referred to as "bargaining unit members") excluding temporary substitutes, the First Executive Secretary to the Superintendent and the Executive Secretary to the Director of Human Resources.

Section 3.2 The Union agrees to represent equally all employees without regard to membership and to continue to admit employees to membership without qualification other than payment of dues and initiation fees from date of hire in accordance with the Union's by-laws and constitution.

Section 3.3 Except as provided below, all employees who are not members of the Union shall be required as a condition of employment to pay an agency service fee equivalent to the cost of collective bargaining, contract administration, and grievance adjustment, and on the same basis as applicable Union dues and initiation fees, and to execute a written authorization to the Board to deduct such fees from wages. This requirement shall not apply to any employee who was (1) employed by the Board prior to July 1, 1981, and (2) was not a member of the Union at that time. The Union agrees to provide bargaining unit members at least annually and upon written request, with information on how the agency service fee is calculated, and to provide a mechanism culminating in impartial arbitration to resolve any disputes over the calculation of the fee.

Section 3.4 The Board agrees that upon submission of a dues check-off card for payroll deductions of Union membership dues, the proper deduction will be made each pay period to achieve the proper monthly dues amount from the employee's salary and forwarded to the Union. The Board shall not be obliged to make dues deductions of any kind for any employee who, during any month involved, failed to receive sufficient wages equal to dues deductions.

Section 3.5 Each pay period, the Board shall remit to the Union all money deducted for dues, initiation fees, and agency service fees made from the wages of all employees for the current pay

period, together with a list of all employees from whom such dues and/or fees have been deducted.

Section 3.6 Dues deductions shall continue for the duration of this Agreement or any extensions thereof.

Section 3.7 The Union's Secretary-Treasurer shall certify to the Board the amount to be deducted each pay period to achieve the proper monthly dues amount from the wages of such employees. If the amount so certified is to be changed, the amount to be deducted from the wages of an employee who has authorized deductions shall not be increased or decreased until thirty (30) days after written notice of such change has been received by the Superintendent from Union's Secretary-Treasurer.

Section 3.8 It is specifically agreed that the Board assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Board harmless for all costs, judgments, loss, or settlements, including attorneys' fees, arising from any claims, actions or proceedings by any employee arising from deductions made by the Board hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

ARTICLE IV - SENIORITY, PROBATIONARY PERIOD, NEW EMPLOYMENT, LAYOFF, AND RECALL

Section 4.1 Seniority is defined to mean length of service computed from the most recent date of hire; provided, however, in the event of reemployment within one (1) year after layoff, seniority shall be defined to mean length of service computed from the most recent date of hire prior to such layoff. For purposes of seniority, no differentiation shall be made between twelve-(12) month employees and shortened year employees. During their term of office, the three (3) chief stewards will have super seniority for the purposes of layoff only.

If the least senior Schedule A bargaining unit member holds the position of Second Secretary to the Superintendent, the Board may elect to transfer a more senior Schedule A bargaining unit member in the same classification or qualified more senior Schedule A bargaining unit member in a lower classification to that position before implementing layoffs under this article in that classification.

Section 4.2 Upon the request of the Union President the Board shall submit a list of employees showing their seniority in length of service with the Board to the Union. The Board shall also notify the Union of any additions to or deletions from the list within ten (10) working days of occurrence. The Union may request of the Board, a list of bargaining unit members, including home contact information, department, date of hire, and employment status, such as full- or part-time, and such requests shall not be unreasonably denied.

Section 4.3 Newly hired employees shall serve a probationary period of three (3) months, with the possibility of an additional three (3) month probationary period extension at the sole discretion of the Board upon the expiration of the first three (3) month period, and shall have no seniority rights or recourse for grievance during this period, but shall be subject to all other provisions of this Agreement. During such probationary period it shall be the prerogative of the immediate manager, with the approval of the Superintendent or designee to evaluate performance and if deemed unsatisfactory, to issue a formal notice of termination. All employees who have completed their probationary period shall acquire length of service records as of the most recent date of their hiring. In no event shall the judgment, decision or determination of the administration or the Board be subject to challenge in the matter of probationary employees.

Section 4.4 In the event the number of positions in the bargaining unit is reduced, and natural attrition is not sufficient to accomplish the necessary reduction in force, the Board shall identify and notify those employees whose positions are to be eliminated and for whom no other position is available. Such employees and the Union will be notified at least ten (10) calendar days prior to the effective date of such action. Any employee who receives such notification may elect, within seven (7) working days following receipt of such notification, to displace the least senior employee in the bargaining unit who is in the same or a lower labor grade than the affected employee, provided the displacing employee has more seniority than the employee he or she will displace and provided, further, that the displacing employee is qualified to fill said position. The displacing employee shall receive a notice as provided above, and have full rights under this Section.

- (a) Whenever a position is eliminated, the Board, within a reasonable amount of time, will communicate with the Union regarding the administration's plans, if any, for accommodating the reduction.
- (b) Prior to the elimination of any full time bargaining unit positions, the Board of Education shall first dismiss any substitute or temporary employees, or non-bargaining unit employees who may be performing bargaining unit work, and then part-time bargaining unit employees.

Section 4.5 Employees who are laid off under this Article shall have recall rights as follows:

- (a) Laid off employees are automatically added to the recall list, unless an affected employee notifies the Superintendent by certified mail that he or she does not want to be on the recall list.
- (b) For a period of one (1) year from the date of layoff, the affected employee shall have the right to be recalled to the classification from which he or she was laid off, if a position should become vacant or be reinstated, or to a position in a lower classification. The Board will reinstate seniority and

sick leave accumulated prior to layoff for any employee who is recalled under the terms of this Article.

- (c) No position shall be filled with a new employee until all persons on the recall list who are qualified for such position and who were laid off from the same or a higher labor grade job are offered reemployment by certified mail. Recall to an open position in a lower grade than previously enjoyed shall not be mandatory. However, an employee who declines an offer of reemployment in the same labor grade as previously enjoyed shall forfeit recall rights. Failure to respond in writing to a notice of an opening within five (5) working days after the receipt thereof, or fourteen (14) calendar days after mailing, whichever is earlier, shall be deemed a refusal to accept reemployment.
- (d) All positions covered by this Agreement posted during a recall period will be sent to each employee on the recall list within seven (7) working days of the posting.

Section 4.6 For the purpose of this Article, bargaining unit positions under Schedules A, B, C, and D shall each constitute separate classifications, and shall have no bumping rights into other classifications. However, any employee laid off from any classification who is qualified for a vacancy in any other classification will be considered and granted an interview for that vacancy.

ARTICLE V - PROMOTIONS, TRANSFERS AND ASSIGNMENTS

Section 5.1 Promotional positions are defined as vacancies or new positions in a higher salary grade than the salary grade presently held. Transfer positions are defined as vacancies or new positions in the same salary grade which the employee presently holds.

Section 5.2 When any vacancy or new position is to be filled on a permanent basis, notice of the vacancy or new position shall be posted on bulletin boards for a period of not less than seven (7) working days. A copy of such notice shall be provided to the Union President or designee. The posting shall clearly define the qualifications, work requirements, and the effective date for the vacancy or new position. Employees may apply for any vacancy or new position on-line, in person or by mail, as designated by the Board of Education.

Section 5.3 Prior to considering any applications for promotion to the posted position, the Board shall first consider applications for transfer to that position. Nothing herein shall require the Board to grant a particular request for transfer, nor preclude the Board from transferring employees from one position to another within the same salary grade at any time, either at their own request or at the request of the Administration. Employees who apply for transfer to a posted position must specifically indicate, in writing, that they are applying for a transfer and not a promotion.

Upgrades shall occur as needed by the administration. Employees may write to the Director of Human Resources to enter into a possible pool of upgrade aspirants.

A Security Team Leader test will be developed and implemented, and made available as needed.

Section 5.4 If the posted vacancy or new position is not filled by transferring another employee within the same classification, the Board shall then consider applications from qualified (based upon available testing) bargaining unit members. Bargaining unit members who apply for a posted vacancy or new position shall be granted an interview; however, nothing herein shall require the Board to appoint an existing bargaining unit member to a vacant or new position. The Board may consider applications from other sources, and shall apply the following promotional procedure. (The promotional procedure shall also be applied in the event a posted position is filled through transfer, and the position formerly held by the transferred employee remains to be filled.)

- (a) Selection from among applicants for posted positions shall be based upon a determination of qualifications required by the Board; an evaluation of past performance (for internal candidates); and an interview with the prospective administrative and/or supervisory personnel.
- (b) The Board may conduct job-related tests for bargaining unit members seeking a promotion and all new hires for the purpose of determining whether the applicant meets the required qualifications. Bargaining unit members will receive a copy of their test results within five (5) working days of the taking the test(s). No employee shall be demoted from his or her present classification solely as a result of participation in the testing procedure in connection with an application for a promotional position. No testing shall be conducted in connection with an application for transfer to a position within the same job classification and category.
- (c) Decision on each application received during the posting period shall be made as soon as possible following the completion of the screening process, and in no event more than thirty (30) working days after the close of the applicable posting period, unless in the case of a position for which there is no qualified applicant from the bargaining unit, the administration elects to repost the position. The Union shall receive a copy of the notice to the successful applicant within ten (10) working days of the decision.

Section 5.5 The Board reserves the right to fill vacancies or new positions on a temporary basis (not more than sixty (60) calendar days for security officer positions, and not more than seventy-five (75) calendar days for all other bargaining unit positions) with any person whom it finds qualified. However, the Board shall first meet with the Union to discuss the status of the

position and expected duration of the temporary assignment. The Union shall be provided a copy of all temporary assignments.

Section 5.6 Any employee who is the successful applicant for a permanent vacancy or new position in a different classification shall have a sixty (60) day probationary period. If during or at the end of the probationary period it has been demonstrated that the employee is not able to perform the duties of the new position, the employee shall be relieved of such duties. Upon being relieved of such duties, the employee shall have the right to transfer to any vacant position within the classification the employee worked in prior to the unsuccessful job effort, or to any vacant position within a lower classification for which the employee is qualified in the judgment of the administration. In the event that no such position is vacant at such time, the employee shall be laid off, but shall have recall rights to such positions for a period of one (1) year, with such recall rights being identical to those set forth in Section 4.5 of this Agreement.

Section 5.7 Notwithstanding the provisions of any other contract section, Section 5.7 shall be the exclusive provision applicable to the procedures for determining summer work assignments and for determining the pay rates for such work. The parties specifically agree that Sections 10.5 and 10.7 shall not apply to such summer work. If a need arises for additional work for five (5) days or more in a position during July or August for any reason (including but not limited to vacations, illness, extra work, open positions, FMLA leaves and jury duty), the position shall be filled as follows. The employee who regularly performs such work during the course of the school year will perform such work during the summer. If such person is already a twelve (12) month employee, or if such person is a shortened work year employee who is unavailable for work during the summer, then the Board shall assign such work to an employee who is familiar with the work in question and who is qualified to perform such work. If there are more than two (2) employees who satisfy those qualifications, then the most senior of such employees shall be assigned to perform the work. Each year those employees who work a shortened work year and who are interested in such summer work shall so indicate by submitting a letter of interest to the Board prior to May 1. No new employee shall be hired to fill such positions as long as there are qualified employees available on such list. The rate of pay for this work shall be at the appropriate grade and at such employee's current step in his or her regular classification. In the case of summer work assignments for security officers, if positions are available, and there is more than one (1) applicant, selection shall be made on an annual rotation basis.

Section 5.8 Where possible, in the case of an involuntary transfer, the affected bargaining unit member(s) will be notified, along with the reasoning, of the involuntary transfer at least ten (10) working days in advance of the transfer with a copy provided to the Union at the time of notification. If ten (10) days' advance notification is not possible, notification as aforementioned will still be provided to the affected bargaining unit member(s). A bargaining unit member may request a meeting to discuss the reasons with the Director of Human Resources within ten (10) calendar days of receipt of notification. The meeting shall be held within ten (10) working days of the request.

ARTICLE VI - HOURS OF WORK AND OVERTIME PAY

Section 6.1

- (a) The regular hours of employment shall be thirty-five (35) hours per week divided equally over five (5) working days of seven (7) hours work and one (1) hour lunch period Monday through Friday. There shall be one fifteen (15) minute break included in each day.
- (b) Security officers' regular hours of employment shall be forty (40) hours per week divided equally over five (5) working days of seven and one-half (7.5) hours work with a half (½) hour paid lunch period Monday through Friday. Security officers are on call during their lunch period. There shall be one (1) paid fifteen (15) minute break included in each day.

Section 6.2 The full work year for twelve (12) month employees shall begin July 1 and continue through June 30 of the following year.

Section 6.3

- (a) The shortened work year for ten (10) month employees shall begin not more than fourteen (14) calendar days prior to the start of the student school year, and shall continue through forty-five (45) weeks.
- (b) The work year shall consist of one hundred eighty-three (183) workdays for security officer and one hundred eighty-five (185) workdays for security team leaders with two (2) of the one hundred eighty-five (185) workdays being at the discretion of the director of security to assign to the team leaders.

Section 6.4 Except when school is in session for a full day, on the day before Thanksgiving and the day before the Christmas holiday, employees shall be released from duty on the following schedule:

- (a) Central office employees shall be released not later than 1 p.m., and shall postpone their lunch period until after their release time.
- (b) School secretaries shall be released not later than thirty (30) minutes after the end of the student school day, and shall take a thirty (30) minute lunch break at a time by mutual agreement with their immediate supervisor prior to release.
- (c) Security officers shall be released one (1) hour after the end of the student school day.

If any employee uses a day of sick leave, personal leave, vacation or any other type of leave on one of the dates covered in this Section, the employee shall be charged with a full day of leave in the appropriate leave category.

Section 6.4.1

- (a) East Hartford High School (EHHS): On scheduled early dismissal days for students at EHHS, all security officers shall report to work at the earliest regularly scheduled start time for security officers at EHHS, and all security officers at EHHS shall be released one (1) hour after student dismissal, provided that the adult education program is not in session on such days. In the event that the adult education program is in session on such days, then up to two (2) least senior security officers at EHHS shall be retained on their regularly assigned work schedules on such days.

During semester exam weeks, all security officers at EHHS shall report to work at the earliest regularly scheduled start time for security officers at EHHS, and all security officers at EHHS shall be released one (1) hour after student dismissal except security officers whose shifts start at 10:00 a.m. or after who shall work their regular shifts to provide adequate coverage. If additional coverage is necessary, then up to two (2) least senior additional security officers may be assigned to work their regular shifts for a total of no more than four (4) security officers working their regular shifts during exam week.

- (b) East Hartford Middle School (EHMS): On scheduled early dismissal days for students at EHMS, all security officers at EHMS shall report to work at the earliest regularly scheduled start time for security officers at EHMS, and all security officers shall be released one (1) hour after student dismissal, provided that parent conferences are not scheduled on such days. In the event that parent conferences are scheduled on such days, then up to two (2) least senior security officers at EHMS shall be retained on their regularly assigned work schedules on such days.

Section 6.5 In the event the school offices close for any emergency or inclement weather, bargaining unit members will be compensated for that time without any loss of wages or benefits. In the event of an emergency or inclement weather whereby school is cancelled but school offices remain open, bargaining unit members shall be expected to report for work, or may use a sick day, vacation day, personal day, or day without pay. Reasonable allowance will be made for travel time in inclement weather. In the event of a delayed opening due to an emergency or inclement weather, bargaining unit members will report to work by the time of the scheduled delayed opening time without any loss of wages or benefits. On delayed school openings, security officers shall report to work one hour prior to the start of the student day with the exception of security officers whose regular start time is after the start of the delayed opening and those security officers shall report to work at their regular starting time. In the event of an early dismissal due to an emergency or inclement weather, bargaining unit members will be released from duty in accordance with Section 6.4 and without any loss of wages or benefits.

Section 6.6 Time and one-half (1.5) shall be paid for all work performed at the request of the immediate supervisor or of the Superintendent under the following conditions:

- (a) For all work performed in excess of eight (8) hours in one (1) workday or in excess of forty (40) hours in one (1) workweek.
- (b) All work performed on Saturday.

Section 6.7 Double time shall be paid for all work performed at the request of the immediate supervisor or of the Superintendent under the following conditions:

- (a) All work performed on Sunday.
- (b) All work performed on a holiday (in addition to the payments of Article VII).

Section 6.8 If the Board or its designee assigns a security officer to cover an after school event, the officer will be paid a five percent (5.0%) differential for a minimum of two (2) hours for such assignment through June 30, 2013; thereafter this shift differential for covering after school events shall be eliminated. The Board or its designee will rotate opportunities for such assignments among security officers within a single school, beginning with the senior most security officer. A security officer who declines such an assignment will forfeit assignments for that rotation and will be placed at the bottom of the eligibility list for the next assignment and will work his/her way up the list on a rotational basis.

Section 6.9 Security officers will work hours as assigned by seniority and personal preference, provided that the Board will pay a ten percent (10%) differential for all regularly assigned hours worked after 3:00 p.m. up to 6:00 a.m.

Section 6.10 Any bargaining unit member who reports to work at the request of their supervisor with approval by the Superintendent, Assistant Superintendent, or one of the Superintendent's Directors during any event in which the District is closed shall, in addition to his/her regular pay he/she received as a result of the District closing, receive one hour of compensatory time for each hour worked provided he/she submits a written report of the hours he/she works to the Director of Human Resources immediately upon the District's re-opening.

The scheduling of any earned compensatory time must be approved by the employee's supervisor and Human Resources. The compensatory time must be used by June 30th of the school year in which it is earned. Any unused compensatory time remaining as of June 30th of that school year will be forfeited.

ARTICLE VII - HOLIDAYS

Section 7.1 All employees shall be entitled to observe paid holidays as identified and observed on the school calendar, as approved by the Board. The following holidays shall be recognized: New Year's Day, Martin Luther King, Jr. Day, President's Day, Good Friday, Memorial Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving Day, December 25, the day before or after Christmas (as per the Board's calendar). If the Board of Education's adopted calendar includes Three King's Day as a holiday, then all bargaining unit members will be entitled to observe this holiday with pay. In the event the Board's adopted school calendar does not recognize any of the above holidays as a paid day off, then the employee shall be provided the equivalent number of paid floating holidays to be used at his/her discretion with prior notice at least ten (10) days in advance, subject to a limitation of no more than ten (10) bargaining unit members taking the same day off as a floating holiday. Requests for time off for floating holidays shall be processed and approved on a first come, first served basis; however, if multiple requests are received on the same day in excess of the ten permitted requests for the same day, then approval shall be granted on a seniority basis. Requests for time off for floating holidays may be processed any time after the Board adopts the applicable calendar.

Section 7.2 All employees who work a full employment year as set forth in Section 6.2 shall be entitled to observe Independence Day as a holiday with pay. A shortened year employee who works a summer position shall be entitled to Independence Day holiday pay, provided the employee works the entire week of the holiday.

Section 7.3 Holidays shall be observed in accordance with the school calendar, as approved by the Board.

Section 7.4 When a holiday occurs during an employee's vacation, said holiday shall not be charged against the employee's earned vacation time

Section 7.5 Any holiday or day of mourning declared by the Superintendent and celebrated by all other bargaining units of Board employees shall be granted to the members of this bargaining unit.

Section 7.6 In order to be eligible for holiday pay, an employee must work on the regularly scheduled workday before and the regularly scheduled workday after the holiday. An employee may be required to provide medical verification of his or her inability to work on such days if the employee used sick leave time for such days.

ARTICLE VIII – VACATIONS

Section 8.1 Employees shall receive the following vacation benefits. All security officers hired on or after July 1, 2018, shall not receive any vacation benefits for the duration of their employment as a security officer.

For twelve (12) month employees:	
See Section 8.2 (b)	One (1) month – eleven (11) months of employment
Ten (10) days	For one (1) year but less than five (5) years of service
Fifteen (15) days	For five (5) years, but less than twelve (12) years of service
Twenty-two (22) days	For twelve (12) or more years of service
For ten (10) month employees:	
See Section 8.2 (b)	One (1) month – eleven (11) months of employment
Ten (10) days	For one (1) year but less than five (5) years of service
Twelve (12) days	For five (5) years, but less than twelve (12) years of service
Seventeen (17) days	For twelve (12) or more years of service

Section 8.2 (a) Vacation pay shall be based on current salary. On July 1 annually, all bargaining unit members shall be credited with their new allotment of vacation based upon their service during the prior contractual year. Vacation may be taken only within the fourteen (14) month period after it has accrued subject to the provisions of Section 8.3

(b) On their first July 1 of employment, new employees shall receive vacation based on their months of service on the following schedule:

1 month - .083	2 months - 1.5 days	3 months – 2.5 days
4 months- 3 days	5 months - 4 days	6 months – 5 days
7 months- 6 days	8 months - 6.5 days	9 months – 7.5 days
10 months- 8 days	11 months – 9 days	

Employee must be employed for sixteen (16) or more calendar days in each month to receive monthly allotment. New employees may not take vacation during the first six (6) months of employment. Accrued vacation days taken after six (6) months of employment and prior to the first July 1 of employment will be charged against days to be credited on the first July 1 of employment. Vacation may be taken only within the fourteen (14) month period after it has accrued subject to the provisions of Section 8.3

Section 8.3 Vacations may be taken any time during the calendar year and the schedule will be set by mutual agreement between the immediate supervisor and the employee and shall be subject to review by the Superintendent. Requests for vacation will not be unreasonably denied.

Employees who work the shortened work year, including security officers, shall normally take their vacation at times when school is not in session. In order to take vacation at times when school is in session, an employee must receive prior approval from the employee’s supervisor and the Director of Human Resources. Shortened work year employees, including security

workers, who work in an instructional building may be limited to three (3) consecutive vacation days and twelve (12) month employees who work in an instructional building may be limited to five (5) consecutive vacation days, when school is in session. All bargaining unit members, regardless of employment status, who work in non-instructional buildings are not affected by these aforementioned restrictions. Instructional buildings are defined as buildings where student classes are held. When two (2) or more employees who work in the same location desire the same vacation period, preference shall be given to the employee with seniority. Vacation periods shall be determined as soon as practicable.

Section 8.4 When a bargaining unit member has worked less than twelve (12) months of the contract year and dies, retires, resigns, or is laid off, he or she shall be entitled to a prorated portion of his or her prospective vacation pay.

Section 8.5 In the event of a bargaining unit member's death, vacation pay as determined in Section 8.4 shall be made to his or her surviving spouse, or if none, to his or her surviving children, or if none, to his or her estate.

Section 8.6 Vacation pay upon death, retirement, resignation, or lay off shall be paid provided the bargaining unit member has completed six (6) months of employment.

Section 8.7 In the event a bargaining unit member works a portion of each the two (2) consecutive fiscal years, his or her vacation benefits will be prorated to the nearest full day.

Section 8.8 If a bargaining unit member retires, resigns, or vacates his or her position and has used more than his or her earned number of vacation days, then the Board may deduct the unearned portion of the vacation time from his or her final payout for retirement, giveback, and/or charge the bargaining unit member for such amount. Payment for such time must be made within thirty (30) days, or the bargaining unit member may be charged collection fees.

ARTICLE IX - LEAVE PROVISIONS

Sick and Personal Leave

Section 9.1 Bargaining unit members shall receive leave of absence with full pay for sickness at the rate of fifteen (15) days per year for twelve (12) month employees and thirteen (13) days for employees who work the shortened work year, including security officers. Such days are cumulative over a period of years, with employees able to accumulate up to one hundred eighty-five (185) days. Notwithstanding, the foregoing, any employee who has accrued more than one hundred eighty-five (185) days as of June 30, 2008, shall be permitted to retain such accumulated sick leave, but shall not be permitted to accumulate any additional days on or after July 1, 2008 unless and until such time as such employee's total sick leave accumulation falls below one hundred eighty-five (185) days. Accumulated sick leave will be determined on the basis of the employee's service with the Board since the most recent date of hire. Sick leave

shall be prorated for part-time permanent employees. Effective upon ratification and approval by the Board of Education, accrued sick leave may be used in one (1) hour increments.

Section 9.2 The sick/personal leave days given in any one (1) year and accumulated sick leave days may be used for any of the following reasons:

- (a) Personal illness or physical incapacity.
- (b) Enforced quarantines of the employee in accordance with Community Health Regulations.
- (c) Illness in the employee's immediate family, up to a maximum of ten (10) days per year unless FMLA paperwork is filed with and approved by Human Resources in which case the employee must continue to use all accrued sick and vacation leave. For the purposes of this sub-Section immediate family is defined as spouse, parent, stepparent, child, stepchild, grandparent, grandchild, sibling, stepsibling, and in-laws provided such family member is domiciled in the employee's household.
- (d) Absence for business beyond the individual's control and which cannot be conducted outside working hours. Except in emergencies, the request for such leave must be made by the individual prior to such leave to the Director of Human Resources, acting as the designee of the Superintendent. Up to a total of five (5) of the sick days described in Section 9.1 may be granted for the following reasons:
 - 1. Court appearance when the employee is a party or has been served with a subpoena.
 - 2. House or mortgage closing on the employee's domicile.
 - 3. Wedding or graduation of employee or member of immediate family (for this subsection only, defined as parent, stepparent, child, stepchild, grandparent, grandchild, and also any relative who is domiciled in the employee's household).
 - 4. Funeral leave not covered by Section 9.7.
 - 5. Two (2) personal days without a reason, provided that the day shall not be used to extend a school recess, vacation or holiday.

Section 9.3 In case of extended illness, employees may use their earned vacation time as sick leave provided the sick leave entitled by virtue of this Agreement has been consumed. Such requests must be presented to the Superintendent in writing.

Section 9.4 Except as provided in Section 9.5, whenever an employee shall be absent as a result of an injury or illness for which lost time is compensable under workers' compensation, such absence will not be charged against his or her sick leave.

Section 9.5 Employees who are eligible to receive benefits for temporary total disability under the Workers' Compensation Act will be permitted to make up the difference between such workers' compensation benefits and their regular net pay by charging the difference to their accumulated sick leave on a pro-rated basis.

Section 9.6 Upon the retirement of an employee hired before July 1, 2005 and after ten (10) continuous years of employment by the Board, an employee will receive on the basis of his/her current wages, compensation for forty percent (40%) of his or her accumulated sick leave, not to exceed seventy-five (75) days. The employee shall make his/her best effort to provide at least thirty (30) days notice of his/her retirement. In the event of the employee's death, such compensation will be paid to the employee's designated beneficiary, or in the absence of one, the employee's estate.

Section 9.7 Leave of absence shall be granted with full pay and not charged against sick leave for the following reasons:

- (a) Death in the immediate family, not to exceed three (3) days. Immediate family shall be defined as spouse, child, stepchild, parent, stepparent, sibling, parent-in-law, sibling-in-law, grandparent, grandchild, or any close relative living in the employee's household. Death of an aunt, uncle, niece or nephew is not to exceed one (1) day.
- (b) Absence due to jury duty provided that reimbursement for same and regular pay together do not exceed regular wage. This provision shall not apply in case of jury duty on any day during which an employee is not scheduled to work, nor on holidays, vacation periods, or authorized leaves of absence, nor shall such provision apply to employees who have volunteered for jury duty.
- (c) Three (3) delegates shall be granted leave with full pay not to exceed a total of five (5) days to attend conferences and conventions specifically dealing with matters pertaining to Union obligations or matters connected with Education Conferences.

Section 9.8 Employees may be granted leave without pay provided there has been three (3) years of continuous employment with the Board. Such leave requests must be submitted in writing to the Director of Human Resources, specifying reasons and duration of request. Such requests shall be considered at the sole discretion of the Director of Human Resources and shall not be subject to the grievance procedure.

Section 9.9 One Union representative shall be entitled to leave with full payment to attend the funeral of a deceased employee in the bargaining unit.

Section 9.10 If an employee is absent on sick leave for five (5) consecutive working days, he or she may be required to provide the Director of Human Resources with written verification of such illness from a physician. The Director of Human Resources may request an acceptable medical certificate from any employee for any leave of any duration if absence from duty occurs frequently, habitually, or in a pattern.

Section 9.11 Up to three (3) days of paid leave may be granted to employees for the celebration of religious high holy days.

Maternity/Adoptive/Childrearing Leave

Section 9.12 Notwithstanding any provision in this contract to the contrary, the Board shall comply with all provisions of applicable federal and/or state law concerning disability maternity leave and/or family and medical leave.

Section 9.13 Childrearing or adoptive leave for purposes other than disability must be requested, in writing, prior to (a) the time disability sick leave due to pregnancy commences, or (b) the time that the spouse of a bargaining unit member is determined to be disabled as a result of pregnancy, or (c) the adoption of a minor child, whichever is applicable.

- A. Childrearing or adoptive leave shall commence at the end of disability sick leave as determined by medical authority, as applicable.
- B. If disability sick leave commences between September 1 and January 31, the child-rearing leave shall extend for the remainder of the school year. Notification of intent to return shall be submitted by March 1 of the calendar year in which the bargaining unit member plans to return. Failure to notify will constitute a resignation.
- C. If the disability sick leave commences between February 1 and August 31, the child-rearing leave shall extend for the remainder of the school year and may extend for the next full school year if the bargaining unit member elects to do so in writing at the time the leave is requested. Notification of intent to return shall be submitted by January 1 of the calendar year in which the bargaining unit member plans to return. Failure to notify will constitute a resignation.
- D. The employee will be reinstated to a position for which he or she is qualified, provided his or her status has not been affected by Section 4.4 of this Agreement.

- E. An employee absent on child-rearing leave will be placed, upon his or her return, at the next wage step appropriate to his or her step placement at time of leave, provided active employment exceeded ninety (90) school days in the school year.
- F. Upon expiration of any FMLA leave applicable to the employee's childrearing leave, the employee may continue insurance coverage at the employee's expense for the duration of the childrearing leave.
- G. Credit toward longevity shall not be granted for this period of leave if leave is unpaid.
- H. Sick leave not used during disability leave shall be restored upon return to the system.

Section 9.14 Staff Development Leave

Up to two (2) days may be allocated for bargaining unit members under Schedules A, B, C and D for professional days.

ARTICLE X - COMPENSATION

Section 10.1 Whenever the Board creates a new job classification, or substantially changes an existing job classification so as to create in effect a new job classification, the Superintendent or designee shall so notify the Union. Within fourteen (14) calendar days thereafter, the Union may request discussions regarding the new or changed job classification. If the Union is not satisfied with the outcome of these discussions, the Union may submit a grievance concerning the Board's salary grade placement and the relationship of this placement to other job classifications to binding arbitration under Step 4 of the grievance procedure.

In the event a reduction in the salary grade of any existing position is not reversed by either the processing of a grievance or an arbitration decision, the incumbent shall continue to receive the salary grade which applied to the position prior to the change, and only employees who are newly appointed to that position shall be affected by the change.

Section 10.2 Salary Placement credit may be given for related experience which contributes to the qualifications a candidate brings to the position.

Section 10.3 Employees whose work is satisfactory shall be advanced one (1) step on the salary schedule annually until the stated maximum is obtained. An employee whose work is not satisfactory shall be given notice by his or her immediate supervisor on or before July 1 of the intent to withhold the increment.

Section 10.4 An employee who works ninety-one (91) days or more during a fiscal year shall be eligible for advancement on the salary schedule. Step advancement shall be effective July 1 of any year.

Section 10.5 Whenever an employee is permanently moved from a job classification to a different job classification which has a higher maximum rate of pay, he or she shall be placed at a step in the new job classification at no less than their previous rate of pay; provided, however, an employee who has completed at least one (1) full year of service shall be placed no lower than the second step.

Section 10.6 Whenever an employee is permanently removed from a class or grade to a different class or grade which has a lower maximum rate of pay, he or she shall be paid at the step in the lower class or grade which is no lower than the same step he or she had attained in the higher class or grade.

Section 10.7 Whenever an employee is temporarily assigned by his or her immediate supervisor to another class or grade having a higher maximum rate of pay with the announced intention of returning the employee to his or her former class or grade when the temporary assignment has been completed, and the assignment extends for four (4) consecutive working days or more, he or she shall be paid from the time of the assignment at the rate of pay set forth in Section 10.5. If an employee is temporarily reassigned for any period of time to a position within the same classification to which the employee is normally assigned, or to a lower classification, the employee shall be paid his or her regular rate of pay during the reassignment.

Section 10.8 Longevity payments shall be earned annually by all employees on the anniversary of their most recent date of hire. Payments will be made in a lump sum at the time of the first paycheck issued in July or December, whichever comes first. Payment shall be made on the following basis:

YEARS OF SERVICE	AMOUNT
7 years	\$230
8-13 years	\$260
14-19 years	\$290
20 years and over	\$330

Any employee who was not eligible for and was not receiving such longevity payments as of June 30, 1996, shall not be eligible for such payments.

Section 10.9 Payment of longevity for permanent part-time employees shall be prorated.

Section 10.10 Any employee who retires, resigns, or is involuntarily terminated for reasons other than discipline shall be entitled to a pro rata share of his or her longevity payment on the basis of the months of service completed since his or her last anniversary date. In order to be

eligible for this benefit in connection with a resignation, the employee must give two (2) weeks of notice of intent to resign. In the event of the employee's death, such prorated payment will be paid to the employee's designated beneficiary, or in the absence of one, the employee's estate.

Section 10.11 Payroll will be on a bi-weekly basis.

Section 10.12 Uniforms and Equipment: The Board recognizes that security department bargaining unit members require uniforms and certain equipment in order to perform their job duties properly and safely. And as such, the Board will provide these members with the necessary items each fiscal year as budgeted, or as needed.

Section 10.13 Security Team Leader: Security Team Leaders will be compensated two dollars (\$2.00) per hour in addition to their hourly wage as a Security Officer.

Section 10.14 The Board of Education shall repair or replace the uniforms, eyeglasses, contact lens and watches of security officers which are damaged in the line of duty, up to two hundred fifty dollars (\$250) per incident. In order to be eligible for this benefit, an incident report must be completed by the employee and submitted to a designated administrator for confirmation.

Section 10.15 If a secretary is requested to perform translation duties for PPTs or parent-teacher meetings, and the task is thirty (30) minutes or more in duration, he/she shall be paid an additional two dollars fifty cents (\$2.50) per hour for performing such duties. This additional compensation shall not be in addition to overtime pay nor shall overtime pay be calculated based on this additional compensation.

Section 10.16 Any employee who uses his/her personal vehicle on approved Board business will be reimbursed at the IRS rate, in accordance with all applicable IRS regulations. In order to be eligible for such reimbursement, the employee must submit a written request for reimbursement to the Business Office no later than the thirtieth (30th) calendar day of the calendar month following the travel, except that reimbursement requests for mileage for the months of May and June must be submitted by the tenth (10th) calendar day of the calendar month following the travel. Payment will be monthly.

ARTICLE XI - WORKING CONDITIONS

Section 11.1 Office personnel shall not be expected to remain in the building during his or her lunch hour unless an emergency arises requiring his or her presence, for which he or she shall be paid time and one half (1.5).

Section 11.2 An employee shall not be required:

- (a) To make a decision as to the seriousness of the illness or injury of a student.

- (b) To determine the disposition of an ill or injured student.
- (c) To work alone in a building after regular working hours.

Section 11.3

- (a) There shall be a committee consisting of two (2) members designated by the union and two (2) members designated by the Superintendent to consult with the administration regarding continued training and support equipment for new technologies and safety. The committee shall meet at least twice a year, and at other times by mutual agreement.
- (b) When new equipment/software is assigned to an employee, basic training must be provided for use of same prior to the employee being expected to incorporate said equipment/software into daily duties.
- (c) Bargaining unit members may request training on any work related technology.

Section 11.4 All security officers shall receive the following training annually:

- (a) CPR Certification
- (b) Basic First Aid (upon expiration of date of certification);
- (c) Basic Self-Defense;
- (d) Any other training deemed necessary by the Board. It is understood that this training is to be at no cost to the employee. The employee's performance in training will not disqualify an employee from his or her current position.

Section 11.5 With prior approval of the Superintendent or designee, an employee may receive tuition reimbursement for courses related to the performance of the employee's job duties, provided that the employee earns a grade of B or higher.

Section 11.6 A minimum of two (2) security officers will be assigned to high school and middle school after school overtime events and activities, or as recommended by the Director of Security upon approval of the Superintendent and/or Business Director, or in the absence of the Superintendent and Business Director, the Human Resources Director.

Section 11.7 Work Environment Safety and Health: The Employer agrees to provide a safe, clean, stable surrounding in all places of employment. Managers shall at all times be concerned with the safety and health of employees under their supervision.

ARTICLE XII - INSURANCE AND RETIREMENT

Section 12.1 The Board will provide for all bargaining unit employees and their eligible dependents a high deductible health plan/health savings account (HSA Plan) set forth in the Appendix. As of January 1, 2015, the only plan available for bargaining unit employees shall be the HSA Plan. The Board will also provide for all bargaining unit members and their enrolled dependents Blue Cross Full Service Dental Plan with riders A, B, C. Enrollment in the insurance plans shall be subject to any and all eligibility requirements established by the insurance carrier and/or plan administrator, at group rates subject to conditions imposed by the carriers, with the employee portion of such coverage to be paid through payroll deduction.

Effective July 1, 2017, the employees' contribution for dental insurance shall be twenty percent (20.0%) of the total cost for such insurance.

Effective July 1, 2018, the employees' contribution for dental insurance shall be twenty one percent (21.0%) of the total cost for such insurance.

Effective July 1, 2019, the employees' contribution for dental insurance shall be twenty two percent (22.0%) of the total cost for such insurance.

Effective July 1, 2017, the employee's contributions for the high deductible health plan shall be seven and one half percent (7.50%) of the total cost for such insurance. Effective July 1, 2018, the employee's contributions for the high deductible health plan shall be eight percent (8.0%) of the total cost for such insurance. Effective July 1, 2019, the employee's contributions for the high deductible health plan shall be eight and one half percent (8.5%) of the total cost for such insurance.

The Board will not fund any portion of the deductible under the high deductible health plan.

Effective June 30, 2019, the Board will not process employee contributions into employees' health savings accounts, unless the Board and the Union mutually agree otherwise.

Employees enrolled in the high deductible health plan must remain in the plan for the entire plan year unless an IRS-approved qualifying event can be documented.

Effective July 1, 2006, or the nearest payroll, bargaining unit members' contributions by payroll deduction will be divided by the number of weeks the employee works per year.

The Board will adopt an Internal Revenue Code Section 125 plan which allows employees to pay insurance contributions with pre-tax dollars.

Section 12.2 The Board shall provide and pay for a life insurance policy for each employee in the amount of twenty thousand dollars (\$20,000). The Board shall also provide a life insurance policy for retirees in the amount of three thousand dollars (\$3,000). Life insurance for active employees shall include a double indemnity provision.

Section 12.3 All insurance benefits shall be subject to an "or equal" provision which shall allow the Board to effect whatever economies it may deem appropriate provided there is no decrease in the benefit that is negotiated. The Union shall be consulted prior to the adoption of any such plan, and the Board shall provide for a consultation between the Union and a CLU insurance broker, licensed in the State of Connecticut, who will respond to any and all questions regarding the differences between the current plan and the proposed plan.

Section 12.4 New employees shall not be eligible for insurance benefits until the 90th calendar day following their date of hire.

Section 12.5

- (a) The retirement plan in effect on the date of this Agreement, including any improvements hereinafter made in the East Hartford Town Retirement Plan, will be continued and will be made available to all eligible employees during the term of this Agreement and any extensions thereof. Subject to the Town's rules on eligibility, and a favorable opinion by the Corporation Counsel's office and Retirement Board, security officers who are regularly assigned to work seven (7) hours or more each day may participate in the Town of East Hartford Pension Plan.
- (b) Bargaining unit members who retire in accordance with the Town of East Hartford's defined benefit retirement plan on or after June 30, 2016 shall be eligible to continue their health insurance coverage under the health insurance plan(s) provided to active employees in the bargaining unit, as such plan(s) may change from time to time (in accordance with Section 12.3 or through successor negotiations). In addition, such retirees shall be eligible to participate in a Medicare Supplement Plan (provided they are Medicare-eligible), as that plan may change from time to time (in accordance with Section 12.3 or through successor negotiations). Bargaining unit members who retire on or after July 1, 2016 shall be eligible to continue their medical coverage, including the Medicare

Supplement Plan, provided the retiree pays twenty five percent (25.0%) of the premium cost share for such individual coverage for the retiree. The retiree will be responsible for any premium due for both basic medical and major medical coverage for dependents. The Board will guarantee that administrative services for same will be provided.

Section 12.6 The Patient Protection and Affordable Care Act ("PPACA"; Public Law 111-148) has set forth and codified under the Internal Revenue Code (IRC) §4980I the imposition of an excise tax related to employer provided health insurance plans that exceed certain value thresholds. Should any Federal statute or regulation pertaining to IRC §4980I be mandated to take effect during the term of this Agreement, triggering the imposition of an excise tax with respect to any of the contractually agreed upon insurance plans offered herein, the parties agree to commence mid-term negotiations in accordance with the Municipal Employee Relations Act. During such mid-term negotiations, the parties will reopen Section 12.1 (including the related Appendix A of the contract) for the purpose of addressing the impact of the excise tax. No other provision of the contract shall be reopened during such mid-term negotiations.

ARTICLE XIII - GRIEVANCE PROCEDURE

Section 13.1 **Definitions**

- (a) A "grievance" means a complaint by an employee that his or her rights under the specific language of this Agreement have been violated, or that as to him or her there is a misinterpretation or misapplication of the specific provisions of this Agreement.
- (b) As used in this Agreement, the term "employee" means either (1) an individual employee, or (2) a group of employees having the same grievance.
- (c) "Days" means working days.

Section 13.2 **Grievances must be processed in the following manner:**

INFORMAL LEVEL: Immediately following the occurrence of the condition giving rise to the grievance, the employee and one (1) Union representative (if the employee is represented by the Union) shall first discuss the grievance with the employee's immediate superior with the objective of resolving the matter informally. In the event that the employee is not satisfied, the grievance may be submitted in writing at Step 1 within ten (10) days after the occurrence of the condition giving rise to the grievance or within thirty (30) days of the adoption or change of any job category or position in the classification plan. All grievances must be submitted in writing within these time limits pursuant to §13.3 or they shall be deemed waived.

STEP ONE: If the grievance is not settled at the Informal Level, the employee shall submit the grievance in writing to his or her immediate superior. The written statement of the employee's grievance shall contain a statement of the facts, the remedy requested, and a reference to a provision of this Agreement which the employee claims has been violated. Such immediate supervisor shall meet with the employee and one (1) Union representative (if the employee is represented by the Union) prior to rendering a decision, such meeting shall be held within five (5) days of the receipt of the employee's grievance. The immediate supervisor shall give a written answer to the employee and the Union within ten (10) days after the conclusion of such meeting.

STEP TWO: If the grievance is not settled in Step One within the required time, the employee and his or her Union representative (if the employee is represented by the Union) may, within ten (10) days, appeal in writing to the Superintendent or designated representative. The Superintendent and/or his or her representative shall meet with the employee, one (1) Union representative (if the employee is represented by the Union), and an International representative and any other persons either party deems appropriate. Such meeting shall be held within ten (10) days of the receipt by the Superintendent of the employee's appeal. The Superintendent or his or her designated representative shall give a written answer to the employee and the Union within ten (10) days after the conclusion of such meeting.

STEP THREE: If the grievance is not settled by Step Two within the required time, the Union may submit such grievance to arbitration. Notice of intention to submit such grievance to arbitration must be in writing addressed to the Superintendent, and submission to an arbitrator who shall be acceptable to both parties or to the American Dispute Resolution Center must be made not later than thirty (30) calendar days following the decision of the Superintendent and/or his/her representative, or the expiration of the time limits for making such decision, whichever shall first occur. Arbitration by the American Dispute Resolution Center shall be in accordance with its administrative procedures, practices and rules, except as otherwise provided below.

The arbitrator shall hear and decide only one (1) grievance in each case. He or she shall be bound by and must comply with all the terms of this Agreement. He or she shall have no power to add to, delete from, or modify in any way any of the provisions of this Agreement. The decision of the arbitrator shall be binding upon both parties and all employees during the life of this Agreement. Fees and expenses, if any, of the arbitrator shall be borne equally by the Board and the Union. References to "arbitrator" include a single arbitrator or a panel of arbitrators.

Section 13.3 Any grievance, as defined above, not presented for disposition through the grievance procedure set forth above within ten (10) days of the occurrence of the condition giving rise thereto, or within ten (10) days of knowledge of its occurrence, whichever comes later, shall not thereafter be considered a grievance under this Agreement; provided, however, for any such grievances arising out of the adoption or change of any job category or position in the classification plan, the time limits shall be thirty (30) days. Failure at any step of this procedure to communicate a decision within the specified time limits shall be deemed a denial of the

grievance and shall permit the aggrieved to proceed immediately to the next step. Failure at any Step to appeal within the specified time limits shall be considered acceptance by the aggrieved of the decision rendered, and such decision shall thereafter be binding upon the aggrieved.

Section 13.4 No employee may file for arbitration as an individual, but only the Union may file an appeal to arbitration hereunder.

Section 13.5 Meetings held under this procedure shall be conducted at a time and place that will afford a fair and reasonable opportunity to attend for all persons proper to be present. When such meetings are held during school hours, all persons who participate shall be excused without loss of pay for that purpose.

Section 13.6 Each Steward or the Chief Steward shall be permitted the necessary time without loss of pay to investigate and process grievances within his or her area of representation, provided he or she has informed his or her immediate superior of where he or she is going and why he or she has left his or her school building and received permission therefore, which permission shall not be unreasonably withheld.

Section 13.7 If in the judgment of the Executive Committee of the Union a grievance affects a group or class of employees, such grievance may be submitted in the name of the President of the Union.

Section 13.8 Failure of an employee or the Union to file a grievance within the time limits specified in the grievance procedure does not establish a precedent for settlement of any future grievance.

Section 13.9 In addition to those specified, the Union or the Board may at Steps Three and Four of the grievance procedure have other representatives present during the presentation of the grievances.

Section 13.10 Any level or step in the grievance procedure, as well as the time limits prescribed at each level or step of the grievance procedure, may be waived or extended by mutual agreement of the parties, provided such waiver is in writing and signed by the Superintendent or designee and the Union.

ARTICLE XIV - NO STRIKE CLAUSE

Section 14.1 The Union agrees that it will not call, authorize, instigate, sanction, or condone any strike, slow down or stoppage of work during the period of this Agreement or any extension thereof.

ARTICLE XV - SAVINGS CLAUSE

Section 15.1 It is agreed that if any section, clause, or phrase of this Agreement is found to be illegal, then such finding will have no effect on any of the remaining portions or provisions of the Agreement.

ARTICLE XVI - DISCIPLINARY ACTION AND PERSONNEL FILES

Section 16.1 No employee shall be disciplined, suspended, or discharged except for just cause. Whenever disciplinary action is taken, the Union and employee will be notified within seven (7) working days of action.

Section 16.2 Bargaining unit members will be notified in a timely fashion of any disciplinary action placed in his or her personnel file. The bargaining unit member may request a meeting with the administrator issuing the discipline.

Section 16.3 Bargaining unit members may review and obtain copies of their personnel records upon request from Human Resources.

ARTICLE XVII - RULES AND REGULATIONS

Section 17.1 The Board may, during the life of this Agreement, continue to make unilateral amendments, additions, subtractions, or modifications to the Rules and Regulations, provided however:

- (a) That no such amendments, additions, subtractions, or modifications shall alter or supersede any specific provisions of this Agreement or reduce the benefits provided herein;
- (b) That the Union shall be notified through the Board agenda of any proposed amendments, additions, subtractions, or modifications for approval by the Board;
- (c) That the Union may present its position on such amendments, additions, subtractions, or modifications at the next meeting of the Board at which the same is to be a topic, provided it notified the Board prior to such meeting of its desire to be heard and in such notice outlines its position; and
- (d) The Board will provide each employee with a copy of this Agreement within thirty (30) days after its signing. New employees will be given a copy of this Agreement at the time of hire.

ARTICLE XVIII - DURATION

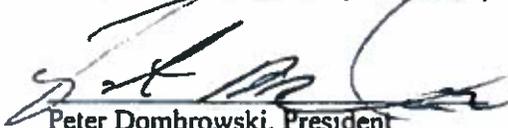
Section 18.1 This Agreement contains the full and complete Agreement between the Board and the Union on all negotiable issues, and neither party shall be required during the term hereof to negotiate upon any issue, whether it is covered or not covered in this Agreement. All prior practices, agreements, and understandings are not binding upon the Board unless specifically incorporated herein.

Section 18.2 This Agreement shall become effective on July 1, 2017 and shall remain in full force and effect through and including June 30, 2020.

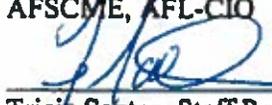
Section 18.3 Negotiations regarding a successor to this Agreement shall begin not later than March 1, 2020. The Union will also notify the Board on or before January 1, 2020, by registered letter, of its desire to revise, modify, or otherwise amend any of the terms and conditions contained herein. Upon receipt of such notice by either party, it will become the obligation of both parties to meet as soon as possible for the purpose of good faith bargaining with the objective of entering into a renewal Agreement.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to set their hands this 19th of June 2017.

Local 2727 of Council 4, AFSCME, AFL-CIO



Peter Dombrowski, President
Local 2727 of Council 4
AFSCME, AFL-CIO


Tricia Santos, Staff Representative
Local 2727 of Council 4
AFSCME, AFL-CIO

East Hartford Board of Education



Bryan R. Hall, Chairman

**SCHEDULE A
OFFICE EMPLOYEES**

<u>CLASSIFICATION</u>	<u>10 or 12 Months</u>		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>
Executive Secretary									
Assistant Superintendent	12	July 1, 2017	\$21.21	\$22.16	\$23.22	\$24.28	\$25.43	\$26.60	\$26.89
Benefits	12	July 1, 2018	\$21.63	\$22.61	\$23.68	\$24.76	\$25.94	\$27.13	\$27.42
Business Director	12	July 1, 2019	\$21.74	\$22.72	\$23.80	\$24.89	\$26.07	\$27.27	\$27.56
Pupil Personnel Director	12								
Central Registration - 1st Secretary	12								
Facilities Director	12								
Guidance (EHMS)	12								
High School Principal	12								
Middle School Principal	12								
Fiscal Administrative Assistant 1 (Accounts Payable, Grants, and Payroll)	12								

			<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>
Secretary									
Sunset Ridge School Principal	12	July 1, 2017	\$19.55	\$20.51	\$21.57	\$22.61	\$23.74	\$24.97	\$26.04
Central Registration - 2nd Secretary	12	July 1, 2018	\$19.94	\$20.92	\$22.00	\$23.07	\$24.21	\$25.47	\$26.56
Central Registration/Lunch Coordinator	12	July 1, 2019	\$20.04	\$21.03	\$22.11	\$23.18	\$24.33	\$25.60	\$26.69
Department Head	1-10 rest-12								
Elementary Curriculum/ESL	12								
Elementary Principal	7-10 3-12 *								
Facilities Dept. - 2nd Secretary	12								
Guidance (EHHS)	12								
High School Main Office	12								
Human Resources	12								
Medicaid	12								
Middle School Main Office	12								
Pupil Personnel	12								
Synergy Program	10								
Transitional Ed Program	12								
Willowbrook - Early Childhood	12								
Willowbrook - Head Start	12								
Fiscal Administrative Assistant 2 (Accounts Receivable and SAA Accounts)	12								

			<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>
Assistant Secretary									
Admin Bldg. Floater	12	July 1, 2017	\$19.00	\$19.94	\$20.92	\$21.95	\$23.05	\$24.19	\$24.97
Admin Bldg. Receptionist	12	July 1, 2018	\$19.38	\$20.34	\$21.34	\$22.39	\$23.51	\$24.68	\$25.47
Adult Education Program	10	July 1, 2019	\$19.48	\$20.44	\$21.45	\$22.50	\$23.63	\$24.80	\$25.60
Copy/Mail Room	12								
High School Health Office	10								
High School Media Center	10								
Part-time Elementary	10								
Vice Principal	10								

* The three (3) twelve (12) month secretaries will rotate into the ten (10) month positions vacated during the summer.

**SCHEDULE B
PROFESSIONAL EMPLOYEES
SALARY SCHEDULE**

**2017-2018 2018-2019 2019-2020
July 1, 2017 July 1, 2018 July 1, 2019**

Programmer Analyst, Application Support Specialist, Systems Administrator	\$41.06	\$41.88	\$42.09
Programmer I	\$36.91	\$37.65	\$37.84
Technology Specialists/ Network Technician	\$30.30	\$30.91	\$31.06
Step 1			
Step 2	\$31.55	\$32.18	\$32.34
Step 3	\$32.81	\$33.47	\$33.64
Step 4	\$34.08	\$34.76	\$34.93

**SCHEDULE C
STAFF ASSISTANTS
SALARY SCHEDULE**

**2017-2018 2018-2019 2019-2020
July 1, 2017 July 1, 2018 July 1, 2019**

Transportation Coordinator	\$37.37	\$38.12	\$38.31
Out of Area Attendance Officer/ Residency Liaison	\$38.29	\$39.06	\$39.84
Desktop Support Technician	\$30.73	\$31.35	\$31.50
Benefits Coordinator	\$30.73	\$31.35	\$31.50

As to the position of Transportation Coordinator, circumstances may arise whereby the services of the Coordinator are needed at times and hours not in total compliance with present contract conditions and the Board must retain some degree of adjustment to allow for these occasions. Storms, accidents, breakdowns and vandalism are samples of the type of circumstance that may arise and the availability of the Transportation Coordinator cannot be left to normal scheduling.

**SCHEDULE D
SECURITY OFFICERS
SALARY SCHEDULE EFFECTIVE JULY 1, 2017**

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>
Security Officer	\$18.46	\$19.37	\$20.33	\$21.35	\$22.41	\$23.51	\$24.26

SALARY SCHEDULE EFFECTIVE JULY 1, 2018

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>
Security Officer	\$18.83	\$19.76	\$20.74	\$21.78	\$22.86	\$23.98	\$24.75

SALARY SCHEDULE EFFECTIVE JULY 1, 2019

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>
Security Officer	\$18.92	\$19.86	\$20.84	\$21.89	\$22.97	\$24.10	\$24.87

APPENDIX A

HIGH DEDUCTIBLE HEALTH PLAN HEALTH SAVINGS ACCOUNT

THIS IS A BRIEF SUMMARY OF THE BENEFITS COVERED UNDER THE PLAN. IT IS NOT INTENDED TO BE A COMPLETE LIST OF BENEFITS

COST SHARE PROVISIONS	In-Network Member pays:	Out-of-Network Member pays:
Annual Deductible (<i>single/ family</i>)	\$2,000 / \$4,000	
Coinsurance	Not applicable	20%
Coinsurance Maximum (<i>single/ family</i>)	\$4,000/ \$8,000	\$4,000/\$8,000
Lifetime Maximum	Unlimited	Unlimited
Single Deductible must be satisfied before any Covered Services		
	In-Network After Annual Deductible Member pays:	Out-of-Network After Annual -Deductible Member pays:
PREVENTIVE CARE		
Well child care	No cost share	Deductible & Coinsurance
Adult Physical examinations	No cost share	Deductible & Coinsurance
Other Preventive Screenings:		
Routine gynecological care: pap smear & pelvic exam	No cost share	Deductible & Coinsurance
Mammography, Prostate, colorectal, colonoscopy, lipid & diabetic	No cost share	Deductible & Coinsurance
Hearing & Vision screening	No cost share	Deductible & Coinsurance
Immunizations and Vaccinations (other than those needed for travel)	No cost share	Deductible & Coinsurance
HOSPITAL SERVICES		
All Inpatient Admissions	Deductible	Deductible & Coinsurance
Specialty Hospital 100 days per member per Calendar Year – additional visits are available once maximum is met, subject to Out of Network cost shares	Deductible	Deductible & Coinsurance
Outpatient Surgery in a licensed ambulatory surgical center	Deductible	Deductible & Coinsurance
DIAGNOSTIC SERVICES		
Diagnostic lab and x-ray	Deductible	Deductible & Coinsurance
High Cost Diagnostic Tests MRI, MRA, CAT, CTA, PET, and SPECT scans	Deductible	Deductible & Coinsurance
THERAPY SERVICES		
Outpatient Rehabilitation Outpatient Rehabilitation and restorative physical, occupational, speech and chiropractic therapy for up to 50 combined visits per Calendar Year. Additional visits are available once maximum is met, subject to Out of Network cost shares.	Deductible	Deductible & Coinsurance
Allergy Office Visit/Testing	Deductible	Deductible & Coinsurance
Allergy Injections – Immunotherapy or other therapy treatments	Deductible	Deductible & Coinsurance

MEDICAL EMERGENCY/URGENT CARE SERVICES		
Emergency Room Treatment Emergency cost share waive if the Member is admitted directly to the Hospital from the emergency room	Deductible	Deductible & Coinsurance
Ambulance- Land & Air: Paid according to the Department of Public Health Ambulance Service Rate Schedule	Deductible	Deductible & Coinsurance
PHYSICIAN MEDICAL/SURGICAL SERVICES		
Medical Office Visits	Deductible	Deductible & Coinsurance
Services of a Physician or Surgeon (Other than a medical office visit.	Deductible	Deductible & Coinsurance
	In-Network After Annual Deductible Member pays:	Out-of-Network After Annual Deductible Member pays:
MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES		
Outpatient Treatment for Mental Health Care and Substance Abuse Care	Deductible	Deductible & Coinsurance
Inpatient Hospital Services In a Hospital or Residential Treatment Center for Mental Health Care	Deductible	Deductible & Coinsurance
Inpatient Rehabilitation Treatment for Substance Abuse Care In a Hospital or a Substance Abuse Treatment Facility	Deductible	Deductible & Coinsurance
OTHER MEDICAL SERVICES		
Skilled Nursing Facility Up to 120 days per Calendar Year	Deductible	Deductible & Coinsurance
Private Duty Nursing Limited to \$15,000 per Plan Year	Deductible	Deductible & Coinsurance
Immunizations and Vaccinations for Travel	Deductible	Deductible & Coinsurance
Prescription Drugs Retail Pharmacy: The maximum supply of a drug for which benefits will be provided when dispensed under any one prescription is a 30 day supply. Diabetic equipment, drugs, and supplies.	Deductible	Deductible & Coinsurance
Mail Order Pharmacy: The maximum supply of a drug for which benefits will be provided when dispensed under any one prescription is a 90 day supply. Diabetic equipment, drugs, and supplies.	Deductible	Deductible & Coinsurance

Prescription drugs –after deductible <i>(when purchased from network pharmacy)</i>	<u>Retail (30 day supply)</u> \$10 Tier 1 co payment \$25 Tier 2 co payment \$40 Tier 3 co payment Mail Order (90 day supply) \$10 Tier 1 co payment \$50 Tier 2 co payment \$80 Tier 3 co payment	Deductible & Coinsurance Per prescription Deductible & Coinsurance Per prescription
Human Organ and Tissue Transplant Unlimited Maximum	Deductible	Deductible & Coinsurance
Home health care Nursing and therapeutic services limited to 200 visits per calendar year Home health aide services limited to 80 visits tat (applicable to the 200 visit limit) In the Home Hospice Medical Social Services under the direction of a Physician Up to \$420	Deductible Deductible Deductible	Deductible & Coinsurance Deductible & Coinsurance Deductible & Coinsurance
Infusion Therapy Unlimited lifetime maximum	Deductible	Deductible & Coinsurance
Durable Medical Equipment and Prosthetic Devices Hearing Aid Coverage Available for dependent children age 12 years and under with a maximum of 41,000 within a two year period Diabetic equipment and supplies	Deductible	Deductible & Coinsurance
Ostomy Related Services	Deductible	Deductible & Coinsurance
Hospice Care (Inpatient)	Deductible	Deductible & Coinsurance
Wig Up to \$500 maximum per Member per Plan Year		
Specialized Formula	Deductible	Deductible & Coinsurance
Infertility Services – covered only to the levels pursuant to State of CT mandate Office Visits Outpatient Hospital Inpatient Hospital Infertility Drugs The maximum supply of a drug for which benefits will provided when dispensed under any one prescription is 30 day supply	Deductible	Deductible & Coinsurance
Maternity	Deductible	Deductible & Coinsurance

Dependent Maximum age is 26 years.

Notes to Benefit Descriptions

- Skilled nursing facility services limited to 120 days per calendar year.
- Home health care services are limited to 200 visits per calendar year.
- Inpatient rehabilitative services limited to 100 days per member per calendar year.
- PT, OT, ST, and chiropractic services limited to 50 combined visits per member per calendar year.
- Inpatient hospitalizations require authorizations.

- For a complete list of exclusions and limitations, please reference your Certificate of Coverage.

This does not constitute your health plan or insurance policy. It is only a general description of the plan