

**EAST HAVEN MIDDLE
MANAGEMENT ASSOCIATION**

CONTRACT

July 1, 2015 — June 30, 2020

THIS AGREEMENT is made and entered into by and between the East Haven Board of Education (hereinafter referred to as the "Board"), and the East Haven Middle Management Association, Local 818 of Council #4, AFSCME, AFL-CIO (hereafter referred to as the "Union").

ARTICLE 1 -- PURPOSE

Section 1

- (a) To fix for its term the salaries and all other conditions of employment provided herein, and;
- (b) To encourage and abet effective and harmonious working relationships between the Board and Local 818, in order that the cause of public education may be best served.

Section 2

This Agreement shall constitute the policy of the Board and the Union in the subject areas covered by the specific provisions of this Agreement for the duration of the Agreement, unless changed by the mutual consent of both parties. Previously adopted policies, rules or regulations in conflict with this Agreement are superseded by this Agreement.

ARTICLE 2 -- RECOGNITION

Section 1

The Board hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining for the Director of Buildings and Grounds, the Finance Manager, the Director of Little Jackets, the Director of Technology, and the Business Manager.

Section 2

All new members to this Union will have their salaries negotiated by the present membership.

Section 3

No individual employee in the bargaining unit or representative, agent or employee or member of the Board may enter into any separate agreement or understanding which will be inconsistent with the terms of this Agreement. Any such separate, inconsistent agreement will not be binding upon the parties unless expressly adopted in writing and mutually agreed upon between the Board and the Union.

ARTICLE 3 -- BOARD RIGHTS

Nothing in this Agreement shall limit or contravene the authority of the Board as provided in the General Statutes of Connecticut. The Board shall not, however, exercise any of its authority so as to contravene a specific provision of this Agreement.

ARTICLE 4 -- VACATIONS

Section 1

The Directors/Managers who were employed in the district as of June 30, 2013 are entitled to five (5) weeks of vacation annually. Vacation time may be carried over from year to year only with a written request to the Superintendent and a written approval on record from the Superintendent. Bargaining unit members who are employed after June 30, 2013 are entitled to four (4) weeks of vacation annually.

Section 2

In the event of death or separation of employment, all unused accrued vacation time will be paid to Director/Manager or his/her beneficiary.

ARTICLE 5 -- GRIEVANCE PROCEDURE

The purpose of this procedure is to encourage the prompt and informal resolution of problems as they arise and to provide an orderly procedure for the satisfactory adjustment of complaints.

A. Definition

1. The term "Grievance" shall mean:
 - (a) A claim by any Director/Manager or a group of Directors/Managers that there has been a violation, misinterpretation or misapplication of the provisions of this Agreement or of the rules, regulations, administrative directives or policies of the Board.
 - (b) "Days" referred to in time limits herein noted in Article 7 shall mean working days during the school year. Grievances arising during vacation periods shall count days as those when the Superintendent's office is open.

B. Time Limits

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered a maximum. The time limits, however, may be extended by written agreement of the parties in interest.

2. If an employee does not file a grievance in writing within thirty (30) days after he/she knew or should have known of the act or condition on which the grievance is based, than the grievance shall be considered as waived.
3. Failure by the aggrieved at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.
4. The time limits specified herein may be extended by mutual agreement.

C. Informal Procedures

1. If an employee feels that he/she may have a grievance, he/she shall first discuss the matter with his/her immediate supervisor in an effort to resolve the problem informally.
2. If an employee is not satisfied with such disposition of the matter, he/she shall have the right to have the union assist him in further efforts to resolve the problem informally with his/her supervisor.

D. Formal Procedures

Step 1

If the aggrieved is not satisfied with the disposition of his/her grievance on an informal basis, he/she may file in writing, a grievance with the Superintendent of Schools.

- (a) The Superintendent shall within ten (10) days after receipt of the written grievance, meet with the aggrieved, and with representatives of the Union, for the purpose of resolving the grievance.
- (b) The Superintendent shall within five (5) days after the hearing render his/her decision and the reasons, therefore, in writing to the aggrieved with a copy to the Union.

Step 2

If the aggrieved is not satisfied with the disposition of his/her grievance at Step 1, he/she may within ten (10) days after the decision or within fifteen (15) days after the hearing, file the grievance for appeal to the Board of Education.

- (a) The Board of Education or its designated committee shall, within fifteen (15) days after receipt of the written appeal, meet with the aggrieved and with representatives of the Union for the purpose of resolving the grievance.
- (b) The Board, or its designated committee, shall within ten (10) days after such meeting render its decision and the reasons, therefore, in writing to the aggrieved, with a copy to the Union.

Step 3

- (a) If the aggrieved is not satisfied with the disposition of his/her grievance at Step 2, the Union may within thirty (30) days after the Step 2 answer, submit the grievance to the Connecticut State Board of Mediation and Arbitration.
- (b) The decision of the Arbitrator in such case shall be final and binding.

C. Miscellaneous

- (a) Nothing in the agreement shall be construed as compelling the Union to submit a grievance to arbitration.
- (b) No reprisals of any kind shall be taken by either party or by any member of the administration against any participants in the grievance procedure, by reason of such participation.

ARTICLE 6 -- AGENCY SHOP

Section 1

Within thirty (30) days after employment, or the execution of this Agreement, whichever is later, all members of the Union bargaining unit shall have the opportunity to join the Union and execute an authorization permitting the deduction of Union dues and assessments.

Section 2

Any member of the bargaining unit who has not joined the Union during such period, or having joined, has not remained a member, shall immediately execute an authorization permitting deduction of a service fee which shall be no greater than the proportion of Union dues uniformly required of members to underwrite the cost of collective bargaining, contract administration and grievance adjustment. The Union shall be required to notify the school Board sufficiently in advance of issuance of the first employee paychecks of the amount of such service fee. It is understood that the payment of such sums shall not constitute an agreement to become a member of the Union.

Section 3

In the event that a member of the bargaining unit does not join the Union, or pay the required service fee by the thirtieth (30th) day as required, the member shall be terminated. The Personnel Office shall institute the necessary procedures for termination provided the Union has complied with the following:

- (a) Sending written notice to the employee (copy to the Personnel Office) that he/she has not fulfilled his/her obligations by the requisite date or reasonable period of time thereafter, and that a request for his/her termination was being made to the Board.

- (b) By stating in the request for termination that such request is in conformance with the provisions of this Article, that the employee has not complied with his/her obligations and that it is an official request of the Union.
- (c) As a condition of the effectiveness of this Article, the Union agrees to indemnify and save the Board harmless against any and all claims, demands, costs, suits or other forms of liability.

Section 4

The Board shall deduct the service fee from the salary of nonmembers of the Union monthly and remit the same to Local 818 of Council # 4, AFSCME.

ARTICLE 7 -- PROTECTION

Section 1

In accordance with the Superintendent's Administrative Directives, all Directors/Managers shall, within twenty-four (24) hours, report all accidents which occur within their area of responsibility. Any Director/Manager involved, or alleged to be involved in the incident to be reported, shall be required to make such report as aforesaid.

Section 2

The Board and the Superintendent shall comply with any reasonable request of the Director/Manager for information in his/her or the Board's possession not privileged under law and which relates to any incident allegedly involving the Director/Manager.

Section 3

The Board shall protect and save harmless any Director/Manager from financial loss and expense, including legal fees and court costs, if any, arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in accidental bodily injury to or death of any person, or in accidental damage to or any other acts resulting in any injury, which acts are not wanton, reckless or malicious provided such Director/Manager, at the time of the acts resulting in such injury, damage or destruction was acting in the discharge of his/her duties or within the scope of his/her employment or under the direction of the Board.

ARTICLE 8 -- LEAVE OF ABSENCE

Section 1 -- Sick Leave

- (a) Sick leave is to be used only for the purpose of compensating a Director/Manager who is unable to attend his/her regular duties because of a bona fide illness.
- (b) Present members of the Middle Management Association shall be entitled to eighteen (18) sick leave days each school year. All unused sick leave days may be

accumulated from year-to-year to a total of one hundred and eighty (180) days. Full payment of all unused sick leave days shall be made to the Director/Manager upon retirement or death to a maximum of ninety (90) days. In the event of death, payment shall be made to the Director/Manager's beneficiary. Yearly accrual of unused sick leave will be factored at the Director/Manager's per diem for the same year. When accrual exceeds the limit, lowest per diem is dropped and highest per diem remains.

Any member of the Middle Management Association with more than one-hundred eighty (180) sick days will be allowed to use full complement of days if needed for illness.

Employees hired after January 1, 2013 shall accumulate from year-to-year a total of ninety (90) days. Full payment for all unused sick leave days shall be made to the Director/Manager upon retirement or death to a maximum of forty-five (45) days. Any bargaining unit member hired after January 1, 2013 with more than ninety (90) days will be allowed to use full complement of days if needed for illness.

- (c) Upon written request to the Superintendent, a Director/Manager may, because of prolonged illness or infirmity due to some other reason, be granted an extension of sick leave, at the sole discretion of the Board of Education.

Section 2 -- Personal Leave

In addition to present or future Board policies authorizing absences or leaves of absence, each Director/Manager shall be entitled to two (2) days of leave of absence with pay each year for personal, legal, business, household or family matters which require absence during the school hours. Bargaining unit members may carry over one unused day of personal leave for the next contract year. Application for such leave shall be made in writing and as far advance as practicable and ordinarily at least forty-eight (48) hours.

Section 3 -- Funeral Leave

- (a) Special leave of four (4) working days with pay for any days that the employee may be scheduled for duty between the date of the death and the date of the funeral inclusive shall be granted an employee in the event of the death of his/her: spouse, father, mother, brother, sister, father-in-law, mother-in-law, son/daughter, grandparents, grandchildren.
- (b) Special leave of one (1) working day with pay for the purpose of attending the funeral of the following relatives: niece, nephew, brother/or sister-in-law.
- (c) Special leave of two (2) working days with pay for the purpose of attending the funeral of the following relatives: aunts and uncles.
- (d) Special leave of three (3) working days with pay for the purpose of attending the funeral of stepparents and stepchildren. Leave for an employee to act as a pall

bearer may be granted upon request from the employee and approval of the Superintendent.

Section 4 -- Professional Conference Leave

- (a) At the sole discretion of the Superintendent of Schools, members of this unit may, upon request, be granted excused absence with pay for the purpose of attendance at professional meetings or conferences, provided that requests and final plans are submitted as far in advance as possible.
- (b) Members of the Union attending professional meetings or conferences shall be reimbursed in full for approved expenses.

Section 5 -- FMLA

- (a) The employer agrees that under the Federal Family and Medical Leave Act (FMLA) each eligible employee is entitled to up to twelve (12) weeks of leave in any 12-month period.
- (b) The employee shall continue to receive health insurance benefits as provided for in this agreement, while on FMLA leave. It is the responsibility of the employee to continue paying premium cost share during this period of time.
- (c) If an employee has exhausted all accrued sick leave days and vacation days, no payment will be made to employee for continued absence.

Section 6 -- Supplemental Income/Longevity

- (a) Longevity Benefits

All members that qualify for a longevity payment under the following guidelines will be given a separate check on the first payroll in July of each year. No checks will be issued during the year. Individuals must qualify prior to July 1st.

Completion of three (3) years = \$500
Completion of six (6) years = \$1,000
Completion of nine (9) years = \$1,500

If an individual completes any of the designated years after July 1st, payment will not be made until the following July 1st.

Employees hired after July 1, 2012 are not eligible to receive this benefit.

Section 7 - Holidays

- (a) The following are hereby designated as holidays and they shall be paid for, at the employee's normal rate of pay for one work day. If school is in session, for any

reason, during a day that is listed "Holiday", Middle Management employees will work that day at regular straight pay for that day.

Holidays

New Years Day	Labor Day
Martin Luther King Day	Columbus Day*
Washington's Birthday	Veteran's Day*
Lincoln's Birthday	Thanksgiving Day
Good Friday	Day after Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

- (b) If any additional day is declared a legal holiday by the Legislature of the State of Connecticut pursuant to State Statute, such day will be added to the list of holidays set forth in Section 7

ARTICLE 9 -- BENEFITS PROGRAMS

Section 1 -- Accidental Benefits

Whenever a Director/Manager is absent from work as a result of personal injury, compensable under the Workers Compensation Law, or caused by an assault arising out of and in the course of his/her employment, he/she shall receive Workers Compensation payments or use accumulated sick leave.

Section 2 -- Other Insurance Benefits

- (a) Medical Benefits for Active Employees

Middle Management employees and their dependents shall be eligible to participate in the following medical benefit plan

Town of East Haven Century Preferred Plan as provided by Anthem Blue Cross and Blue Shield of Connecticut.

Effective July 1, 2016, co-pays for the **Century Preferred Plan** will be as follows:

Office visit: \$25
Emergency Room: \$100
Urgent Care: \$50
Hospital Admission: \$250
Outpatient Surgery: \$150

Effective July 1, 2016, the prescription drug plan will be a full three-tier formulary with co-pays of \$10 generic, \$25 list brand and \$40 non-list brand; M.D. override on use of brand vs. generic only in the event of medical necessity; safety checks

and step therapy; and \$3000 per individual yearly maximum benefit for Century Preferred.

HDHP/HSA Plan

The Board shall also maintain a High Deductible Health Plan/Health Savings Account Plan that includes the following components. The HDHP/HSA shall be the Public Sector HDHP with no prescription drug co-pays. Prescription drug costs, as well all other medical costs (excluding preventative care) are subject to the combined \$2000/4000 deductible.

The Board will contribute seventy-five percent (75%) in the Contract Year 2016-2017 of the applicable HSA deductible amount for each employee who elects coverage under the HDHP/HSA plan. For the remaining years of the contract, the Board will contribute fifty percent (50%) of the applicable HAS deductible amount per plan year for each employee who elects coverage under the HDHP/HAS Plan. The parties acknowledge that the Board's contribution toward the funding of the HSA deductible is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed employees. The Board's contribution will be in one payment for 2016-2017 and in two payments in the following years of the contract. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment with the Board.

Features of the HDHP/HSA plan:

- Combined In-Network/Out-of-Network Annual Deductible (individual/family) \$2000/4000
 - Co-insurance 100% In-Network after deductible
 - Co-insurance 80% Out-of-Network after deductible, subject to co-insurance maximum
 - In-Network Preventive Care not subject to deductible, covered at 100%
 - Out-of-Network Preventive Care Subject to deductible, and co-insurance, subject to co-insurance maximum
 - In-Network cost share maximum \$2000/4000
 - Out-of-Network – cost share maximum \$4000/8000
 - Unlimited In-Network and Out-of-Network lifetime maximum
 - Prescription drug coverage treated as any other medical expense
- (b) Dental coverage with Riders A, B, C and D will be available to all members of this Union.

(c) **Premium Cost Sharing for Century Preferred Plan:**

January 1, 2016	16.5%
July 1, 2016	16.5%
July 1, 2017	17%
July 1, 2018	17.5%
July 1, 2019	18%

Premium Cost Sharing for HDHP/HAS Plan:

July 1, 2016	11%
July 1, 2017	12%
July 1, 2018	13%
July 1, 2019	14%

- (d) Life Insurance and Accidental Death and Dismemberment Benefits in the amount of two (2) times the annual salary of each member not to exceed \$150,000.

Life insurance and Accidental Death and Dismemberment Benefits in the amount of Fifty-thousand (\$50,000) dollars for new Middle Management employees hired on/or after July 1, 1995.

Upon termination of employment by a Director/Manager who qualifies for a retirement allowance from the State or upon leaving the system after a minimum of ten (10) years of service, such supervisor may continue the life insurance coverage in effect upon the date of termination by bearing the Boards' varying Cost of such coverage, so long as they make the necessary payment in a timely fashion. All payments must be made directly to the Board on a quarterly basis. Failure to remit payment may result in the loss of coverage with the inability to be reinstated.

- (e) All employees are covered under the Municipal Employees Retirement Fund, Plan B.

Section 3 – Excise Tax

If the Board determines that the total cost of a group health plan or plans offered under this contract may trigger an excise tax under Internal Revenue Code Section 4980I, or any other local, state or federal statute or regulation, during the term of this contract, the Board and the Union will, upon the request of the Board, engage in mid-term negotiations regarding the impact of such excise tax, in accordance with the Municipal Employees Relations Act (MERA). Such midterm negotiations may include proposals designed to address the increased costs of insurance coverage including but not limited to, proposals designed to: modify the plan(s) so as to reduce the cost of the plan(s) below the excise tax thresholds and/or reduce the amount of any applicable excise tax, revise employee contributions to the costs of health insurance coverage, and/or allocate the responsibility for increased costs associated with the imposition of the excise tax.

ARTICLE 10 -- SALARIES

Section 1

The following wage schedule shall become effect July 1st of each year:

2015-2016	Current
2016-2017	2.0%
2017-2018	2.25%
2018-2019	2.25%
2019-2020	2.50%

Salaries for 2015-2016 (Current)

<u>Position</u>	<u>Current</u>	<u>Longevity</u>	<u>Total Salary</u>
Business Manager	\$110,000.00	-	\$115,000.00
(May 4, 2016)	\$115,000.00		
Director Little Jackets	\$ 73,903.54	\$1,500	\$ 75,403.54
Technology Director	\$ 97,978.62	\$1,500	\$ 99,478.62

Salaries for 2016-2017 (2.0% Increase)

<u>Position</u>	<u>Current</u>	<u>Longevity</u>	<u>Total Salary</u>
Business Manager	\$115,000.00	-	\$117,300.00
Director Little Jackets	\$ 75,403.54	\$1,500	\$ 78,411.61
Technology Director	\$ 99,478.62	\$1,500	\$ 102,968.19

Salaries for 2017-2018 (2.25% Increase)

<u>Position</u>	<u>Current</u>	<u>Longevity</u>	<u>Total Salary</u>
Business Manager	\$117,300.00	-	\$119,939.25
Director Little Jackets	\$ 78,411.61	\$1,500	\$ 81,675.87
Technology Director	\$102,968.19	\$1,500	\$106,784.97

Salaries for 2018-2019 (2.25% Increase)

<u>Position</u>	<u>Current</u>	<u>Longevity</u>	<u>Total Salary</u>
Business Manager	\$119,939.25	-	\$122,637.88
Director Little Jackets	\$ 81,675.87	\$1,500	\$ 85,013.57
Technology Director	\$106,784.97	\$1,500	\$110,687.63

Salaries for 2019-2020 (2.50% Increase)

<u>Position</u>	<u>Current</u>	<u>Longevity</u>	<u>Total Salary</u>
Business Manager	\$122,637.88	-	\$125,703.82
Director Little Jackets	\$ 85,013.57	\$1,500	\$ 88,638.90
Technology Director	\$110,687.63	\$1,500	\$114,954.82

Section 2

All employees shall serve a probationary period of six (6) months and shall have no seniority rights during this period but shall be subject to all clauses of the Agreement.

ARTICLE 11 -- DURATION

Section 1

If any portion of this Agreement is ruled invalid for any reason, the remainder of the Agreement shall remain in full force and effect.

Section 2

The Union and the Board, either directly or through their respective designee, shall commence discussions for a new agreement in accordance with the Municipal Employees Relations Act. The parties agree that within thirty (30) days after the commencement of discussions both sides will have submitted their written proposals.

Section 3

The parties agree to negotiate in good faith in an effort to secure a successor agreement in accordance with the Connecticut General Statutes.

Section 4

This Agreement shall be effective July 1, 2015 and shall remain in full force and effect until June 30, 2020.

Dated in East Haven Connecticut the 10th day of December 2015.

For: East Haven Middle Management Association

By Randel Osborne
Randel Osborne, President

For: East Haven Board of Education

By John Finkle
John Finkle, Chairman

By Dr. Portia S. Bonner
Dr. Portia S. Bonner, Superintendent

For: Connecticut Council 4 AFSCME

By Kelly Martinez
Kelly Martinez, Staff Representative

APPENDIX A

EMPLOYEE LISTING

The hire date of all Middle Management employees is listed below:

Randel Osborne	November 28, 1994
Cathy Finkle	December 13, 1999
James Farrell	May 4, 2015

APPENDIX B

HEALTH MAINTENANCE ORGANIZATIONS (This is being phased out as of June 30, 2016.)

An employee covered by this Agreement shall have the option of subscribing to one of the two Health Maintenance Organizations (HMO's) offered by the Board. It is understood that such election is in lieu of the medical benefits outlined in Article 9.

An employee may elect HMO coverage during the annual open enrollment period with coverage to be effective the July 1 following that open enrollment period. The Board shall notify employees of the open enrollment period at least forty-five (45) days in advance of July 1. The election of HMO coverage shall be effective until at least the following June 30.

The enrollment date for new employees shall be at the time of hiring and coverage shall become effective on the first of the month which is at least thirty (30) days following submission of the enrollment application.

Medical benefit plan changes shall not be permitted at any times other than those specified herein.

The employee will be bound by the rules and regulations of the HMO for the time that such coverage is in force.

The Board shall contribute to the cost of the HMO up to the dollar amount that the Board must pay toward the cost of the medical benefits outlined in Article 9. If the cost of the HMO is greater than that, the employee shall pay, by payroll deduction, the additional amount necessary to pay the premium/subscription charge in full.