

**Agreement Between  
The East Haven Board of Education  
and  
East Haven United Federation of Technicians**

**July 1, 2017 - June 30, 2020**

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**Article 1- Recognition**

**Section 1**

The East Haven Board of Education hereby recognizes the East Haven United Federation of Technicians, AFSA, CFSA, AFL-CIO, as the exclusive representative of those members pursuant to the Connecticut Board of Labor Relations Case No. 14,504, who are employed by the Board of Education of the City of East Haven and are members of the Union.

**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 2: Terms of Agreement- Duration**

This agreement shall be in force and effect from July 1, 2017 through June 30, 2020.

**Article 3- Right to Manage**

Subject to the provisions of the Agreement, the Board and the Superintendent of Schools reserve and retain the full right, authority, and discretion in the proper discharge of their duties and responsibilities to control, supervise, and manage the public school system for the town of East Haven under all applicable governing laws, rules, ordinances, and regulations.

**Article 4- Work Year**

All 12-month employees shall be entitled to twenty (20) vacation days annually. Vacation time may not be carried over from year-to-year unless a written request is made to the Superintendent with written approval on record from the Superintendent. All employees are entitled to the following paid holidays:

- |                  |                         |                  |
|------------------|-------------------------|------------------|
| New Year's Day   | *Martin Luther King Day | Independence Day |
| *President's Day | Good Friday             | Memorial Day     |

Labor Day	*Columbus Day	*Veteran's Day
Thanksgiving Day	Day after Thanksgiving	Christmas Day

**\* If schools are closed**

The scheduled work year for members will be 261 days, except the Help Desk Attendant/Dispatcher who works 208 days. **(Help Desk Attendant/Dispatcher work schedule is 208 days and a 35 hour week.)**

**Article 5 - Work Day**

Eight (8) hours shall constitute a regular day's work and forty (40) hours shall constitute a normal week's work.

During emergency weather conditions, the following shall apply:

- (a) Members are expected to report for work
- (b) A grace period of a maximum of two (2) hours from regular starting times shall go into effect. During that time period, should conditions deteriorate to a point where the Superintendent or designee decides all Board of Education buildings are to be closed, all absences shall be treated as "excused" absences and shall override prior projections for absences. Should members have already reported to work prior to the decision to close building, the time worked shall be used as compensatory time.
- (c) If the Board buildings are not closed and a member chooses not to report for work, the member shall notify their immediate supervisor at the earliest time possible. Members who so choose may use compensatory, personal or vacation time if they wish to be paid.
- (d) Members are expected to contact their immediate supervisor in all circumstances regarding reporting to work, not reporting to work or leaving work because of weather emergencies.

**Article 6 - Professional Development**

- (a) At the sole discretion of the Superintendent of Schools, members of this unit may, upon request, be granted excused absences 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) Expenses for required professional development will be paid by the District.

## **Article 7 - Evaluation**

Members are evaluated on an annual basis by the Director of Technology.

## **Article 8- Leaves**

### **A. Sick Leave**

Sick leave shall be granted to members in the amount of fifteen (15) days per year for each year of this agreement. Unused sick days may be accumulated from year to year up to a maximum of sixty (60) sick days with no payout upon resignation or retirement. Upon written request to the Superintendent, the employee may, because of prolonged illness or infirmities due to some other reason, be granted an extension of sick leave, at the sole discretion of the Board of Education.

### **B. Personal Days**

Members shall be eligible for two (2) personal days per year during the term of this Agreement with pay that will not be carried over into the next fiscal year.

### **C. Bereavement**

Members shall be eligible for three (3) days with pay for each death of an immediate family member. The immediate family member shall be defined to include the member's children, parents, sibling, or grandparents. An extension may be granted by the Superintendent based on extenuating circumstances.

## **Article 9- Maternity/ Paternity Provisions**

- (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.

## **Article 10- Retirement Fund**

Members shall be enrolled in the Municipal Employee's Retirement Fund (MERS) Plan B.

## **Article 11- Life Insurance/Accidental Death Benefits**

Members shall be entitled to a life insurance benefit of \$75,000.

Members shall be entitled to an accidental death and dismemberment Benefit of \$50,000.

## **Article 12- Grievance Procedure**

### **A. Purpose**

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise affecting the welfare or working conditions of members. Both parties agree that, except as required by law, proceedings shall be kept confidential if requested by either party.

### **B. Definitions**

"Grievance" shall mean a claim based upon an event or condition alleging breach of the terms of this contract.

"Party in interest" shall mean the person or persons making the claim, including their designated representative as provided for herein; and any person or persons who might be required to take action or against whom action might be taken in order resolve the problem.

"Days" shall mean days when school is in session. In the event a grievance is filed after June 1, the parties may mutually agree to define days as business days.

### **C. Time Limits**

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limits specified may, however, may be extended by written agreement of the parties in interest. Failure by the aggrieved member at any level to appeal a grievance to the next level within specified time limits shall be deemed to be acceptance of the decision rendered at that level.

### **D. Informal Procedures**

Nothing herein contained shall be construed as limiting the right of any member of the unit to discuss informally a concern or a problem with any appropriate member of the administration.

## **E. Formal Procedure**

### **Level One**

- (a) Within fourteen (14) days after the member knew or should have known of the event(s) giving rise to the grievance, the grievant shall present their complaint in writing to the Supervisor.
- (b) The Supervisor shall, within five (5) days after receipt of the grievance, meet with the grievant for the purpose of resolving the grievance.
- (c) The Supervisor shall, within five (5) days after the meeting, render his/her decision(s) and the reason(s) therefore in writing to the grievant, with a copy to the Federation.

### **Level Two**

- (a) If the grievant is not satisfied with the disposition of his/her grievances at Level One, he/she may, within five (5) days after the decision has been rendered, file the grievance with the Superintendent or his/her designee.
- (b) The Superintendent or his/her designee, shall within ten (10) days after receipt of the appeal, meet with the grievant, their representative(s) and any other appropriate witnesses for the purpose of resolving the grievance.
- (c) The Superintendent or his/her designee shall, within five (5) days after such meeting, render a decision and the reasons therefore in writing to the grievant, with a copy to the Federation.

### **Level Three**

- (a) If the grievant is not satisfied with the disposition of the grievance at Level II, he/she may, within five (5) days after the decision is rendered, submit the grievance to the Board of Education. The Board of Education may, at its discretion, have the grievance heard by a sub-committee of members of the Board of Education. The Board of Education or the sub-committee shall, within fifteen (15) days of receipt of the appeal, meet with the grievant, their representatives and any appropriate witnesses for the purpose of resolving the grievance.
- (b) The Board of Education or sub-committee shall, within five (5) days after such meeting, render its decision and the reasons therefore in writing to the grievant, with a copy to the Federation.

#### **Level Four – Arbitration**

- (a) If the grievant is not satisfied with the disposition of the grievance at Level III, he/she may, within five (5) days after the decision is rendered, request in writing to the President of the Federation that the grievance be submitted to the CT State Board of Mediation & Arbitration.
- (b) The Federation may, within five (5) days after receipt of such request, submit the grievance to arbitration by so notifying the Board in writing.
- (c) The Chairperson of the Board and President of the Federation shall, within five (5) days after such written notice, jointly select a single arbitrator who is an experienced and impartial person of recognized competence. If the parties are unable to agree upon an arbitrator within five (5) days, the American Arbitration Association shall immediately be called upon to select the single arbitrator.
- (d) The arbitrator selected shall confer promptly with representatives of the Board and the Federation, shall review the record of prior hearings, and shall hold such further hearings with the aggrieved administrator and other parties in the interest as he/she deem requisite.
- (e) The arbitrator shall, within twenty (20) days after his/her selection, render his/her decision in writing to all parties in interest, setting forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The decision of the arbitrator shall be binding on all parties of interest.
- (f) The costs for the services of the arbitrator shall be borne equally by the Board and the Federation.

#### **Article 13- Just Cause**

Members shall not be reprimanded or suspended or disciplined or demoted without just cause. Members also request the use of the progressive discipline process when discipline is administered, where applicable. The steps are as follows: verbal warning; written warning; suspension; discharge. All suspensions and discharges shall be given in writing to the employee and shall state the reason for such action. A copy shall be forwarded to the President of the Union at the time of the suspension or discharge.

#### **Article 14- Impact Negotiations**

The Technician Federation and the Board shall negotiate over any changes in working conditions, including, but not limited to modifications to the salary, hours, and other conditions of employment.

## **Article 15 – Reduction in Force**

In the event a reduction in force becomes necessary, the Board shall determine the bargaining unit member(s) in the position(s) to be affected based on the employee's qualifications, performance, seniority and needs of the school district. Any member who is impacted by layoffs shall be placed on a "call back" list for 2 years. When a position is offered to such member, the member must accept the position within 10 days and begin work within 30 days. The Director of Technology shall have input on decisions pertaining to the reduction in force.

## **Article 16- Insurance Benefits**

Members shall be entitled to the Blue Cross/Blue Shield HSA benefit offered by the current teacher contract with an employee contribution of 16% for 2017-18; 17% for 2018-19 and 18% for 2019-20.

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 copays. Prescription drug costs, as well as other medical costs (excluding preventative care) are subject to the combined \$2000/\$4000 deductible.

The Board shall contribute fifty percent (50%) each year of the Contract beginning July 1, 2017, of the applicable HSA deductible amount for each employee who elects coverage under the HDHP/HSA 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 two payments each year 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

The Board shall provide each employee and family Blue Cross/Blue Shield Full Service Dental Plan – including riders A, B, C and D benefit effective with an employee contribution of 50%.

**Article 17 – Salary (Help Desk Attendant/Dispatcher work schedule is 208 days and a 35 hour week)**

	<u>Tier I</u>	<u>Tier II</u>
<b>2017-18 (2.25%)</b>		
Senior Technology Specialist	\$45,000.00	\$46,012.50
Technology Graphics Specialist	\$38,630.08	\$43,630.08
Technology Specialist/Videographer	\$41,559.19	\$46,559.19
*Help Desk Attendant/Dispatcher (208)	\$38,501.24	\$43,501.24
<b>2018-19 (2.25%)</b>		
Senior Technology Specialist	\$46,012.50	\$47,047.78
Technology Graphics Specialist	\$39,499.26	\$44,611.75
Technology Specialist/Videographer	\$42,494.27	\$47,606.77
*Help Desk Attendant/Dispatcher (208)	\$39,367.52	\$44,480.02
<b>2019-20 (2.50%)</b>		
Senior Technology Specialist	\$47,162.81	\$48,223.98
Technology Graphics Specialist	\$40,486.74	\$45,727.05
Technology Specialist/Videographer	\$43,556.63	\$48,796.94
*Help Desk Attendant/Dispatcher (208)	\$40,351.71	\$45,592.02

Employees on Tier I will move to Tier II as of July 1 following successful completion of two (2) years serving as a Tier I employee. Successful completion will be based on positive performance appraisals.

**Article 18- Mileage**

Members who are regularly required to use their cars during the workday shall be reimbursed \$300/monthly.

Other members shall submit for reimbursement for actual mileage at the IRS rate. Request for mileage must be submitted prior to the last day of each month.

**Article 19 – Working Conditions**

Clearance spaces of at least three (3) feet are required when working in areas such as: drops, APs, switches and servers.

**Article 20 – Patient Protection & Affordable Care Act**

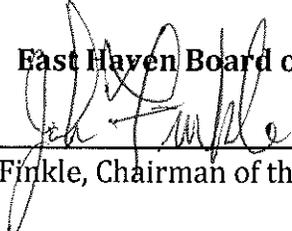
The Patient Protection and Affordable Care Act (“PPACA”; Public Law 111-148) has set forth and codified under the internal Revenue Code (IRC) §49801 the imposition of an excise tax related to employer provided health insurance plans that exceed certain value thresholds. The impact of the excise tax is scheduled to take effect in 2018. Should any Federal statute or regulation pertaining to IRC §49801 be mandated to take effect during the term of the Agreement, triggering the imposition of an excise tax with respect to any of the contractually agreed upon insurance plan offered herein, the parties agree to commence for mid-term negotiations. During such mid-term negotiations, the parties will reopen Article 16 for the purposes of addressing the impact of the excise tax. No other provision of the contract shall be reopened during such mid-term negotiations.

**Article 21- Signature Block**

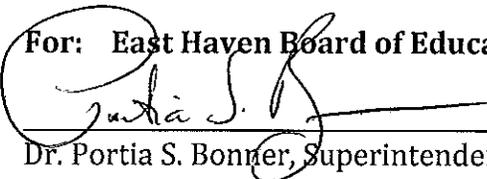
This Agreement shall be effective July 1, 2017 and shall remain in full force and effect until June 30, 2020.

Dated in East Haven, Connecticut the 12 day of May 2017.

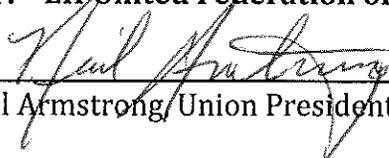
**For: East Haven Board of Education**

  
\_\_\_\_\_  
John Finkle, Chairman of the Board

**For: East Haven Board of Education**

  
\_\_\_\_\_  
Dr. Portia S. Bonner, Superintendent

**For: EH United Federation of Technicians**

  
\_\_\_\_\_  
Neil Armstrong, Union President