

**AGREEMENT**

**BETWEEN**

**NEW HARTFORD BOARD OF EDUCATION**

**AND**

**LOCAL 1303-386 OF COUNCIL 4  
AFCSME, AFL-CIO**

**School Administrative Assistant/Special Education Administrative Assistant/Clerical  
Aide/Information Technology Support Specialist/Fiscal Services Administrative  
Assistant/Bookkeeper**

**JULY 1, 2018- JUNE 30, 2021**

**May 25, 2018**  
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## PREAMBLE

The following contract is designed to set forth in writing the agreement reached between New Hartford Board of Education and such of its employees as may be covered by this contract with respect to wages, hours of employment and other conditions of employment.

## ARTICLE I RECOGNITION

The New Hartford Board of Education hereinafter referred to as the "Board" hereby recognizes Local 1303-386 of Council 4, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union", and that said Union is the exclusive representative of all secretarial and clerical employees, including the position of Clerical Aide, Information Technology Support Specialist, Fiscal Services Administrative Assistant, and Bookkeeper of the Board, excluding supervisory employees and any others excluded by the Act for the purpose of collective bargaining with respect to wages, hours of employment and other conditions of employment as set forth in Connecticut State Board of Labor Relations Decision and Certification of Representative, Case No. ME-19,929 and ME-31,832.

## ARTICLE II UNION SECURITY

### Section 2.1

It shall be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirty-first (31<sup>st</sup>) day following the beginning of such employment become and remain members in good standing in the Union or pay a service fee as designated by the Union. The service fee designated by the Union shall be less than the Union dues and shall be limited to the cost of contract administration, grievance adjustment and collective bargaining representation, as determined by the Union, in accordance with the law.

### Section 2.2

The Board agrees to deduct Union dues or service fees from the paycheck of each employee within the bargaining unit who has signed an authorization deduction card, as certified by the Treasurer or other authorized official of the Union. Deductions shall be made the first pay period of each month.

### Section 2.3

The total amount deducted each month in accordance with the provisions of this contract will be remitted by the Board together with a list of the employees from whose wages such deductions have been made, to such individual and Council 4 as shall be specified by the Union. Such remittance shall be made by the last day of the month in which deductions are made.

#### Section 2.4

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

#### Section 2.5

The Union may use the Board's intra-office mail and email system to send notices to Union members.

#### Section 2.6

The Board agrees that representatives from Council 4 AFSCME shall be admitted to the premises of the Board during work hours upon advanced notice and approval of the Superintendent. Such visitation shall be to participate in Labor-Management meetings, interview grievants, attending grievance hearings/conferences and for other reasons related to the administration of this Agreement. Such visitations shall not unduly interfere with the business of the Administration.

#### Section 2.7

The Union shall have the right and opportunity to hold an orientation session with all newly hired employees. This orientation session shall be for the purpose of explaining the new employee's contractual rights and introducing him/her to the Union. The orientation will be held within seven (7) days of the employee's hire date and shall be during work hours at a time agreed by the employee's immediate supervisor not to exceed thirty (30) minutes in duration

### **ARTICLE III** **SENIORITY**

#### Section 3.1

Except as provided herein, seniority shall commence upon the date that the employee begins as an employee within the bargaining unit covered by this collective bargaining agreement. The employee's earned seniority shall not be lost and shall accrue during absence as detailed in the family medical leave provision or on an authorized paid leave of absence. An employee's seniority shall be protected but shall not accrue during any unpaid leave of absence exceeding twenty (20) calendar days.

#### Section 3.2

The Board shall prepare an annual list of all employees covered by the Agreement which shall set forth each employee's hiring date, job title, classification and rate of pay. A copy of such listing shall be furnished to the Union during the month of August.

Section 3.3a. For the positions of School Administrative Assistant, Special Education Administrative Assistant and Clerical Aide the following sections apply:

1. In the event of the reduction in the secretarial classifications, seniority and qualifications shall be the priority in considering which employee shall be laid off first. Employees on family or medical leave shall be so notified. Seniority for the purpose of reduction in the work force shall mean length of service with the Board.
2. For the purpose of this section, qualifications shall include, but shall not be limited to, technical skill, public relations ability, reliability, and demonstrated performance.
3. An employee scheduled for layoff may bump the least senior employee in the same or lower classification if he/she has greater seniority and is qualified to perform the work of the employee he/she would bump.
4. The Superintendent or designee shall notify the Union President twenty (20) calendar days in advance of the decision regarding reduction in force.
5. Before any layoff takes place within the bargaining unit, all newly hired probationary employees within the bargaining unit shall be laid off first.

Section 3.3b For the positions of Fiscal Services Administrative Assistant, Bookkeeper and Information Technology Support Specialist the following sections apply:

The Board shall have the right to identify the position(s) to be eliminated. In the event that more than one position exists within the affected classification, the primary criterion to be used in selecting the employee to be affected by the reduction in force shall be the demonstrated performance as determined by annual evaluations, and qualifications of the members within the affected classification. In the event that the Superintendent determines that the demonstrated performance and qualifications of the members within the affected classification are substantially equal, then the member with the greater length of continuous service as an employee in New Hartford shall be retained. The individual identified for layoff shall not have the right to bump into any other classification.

For the purpose of this section, the following shall be separate classifications:

Information Technology Support Specialist  
Bookkeeper  
Fiscal Services Administrative Assistant

Section 3.4

An employee shall lose seniority if the employee does any of the following:

1. quits, resigns, or is discharged;
2. is absent without authorized leave from work for five (5) consecutive days without notifying their supervisor;

3. exceeds a leave of absence;
4. fails to return from a layoff within seven (7) working days after receipt of notice by registered mail to return to work.
5. The Superintendent in his/her discretion may extend the leave of absence referred to in subsection (3) herein or extend the period for returning to work after a layoff referred to in subsection (4) above, provided that the affected employee requests such an extension prior to the deadline stated in each subsection. This provision is not subject to the grievance procedure.

### Section 3.5

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

1. The affected employee shall notify the Superintendent in writing at the time of the layoff that he/she requests placement on a recall list;
2. Employees who are laid off shall have recall rights to return to their former job; employees on the recall list shall receive copies of all related postings;
3. For a period of twelve (12) months, the affected employee shall have the right to be recalled to the job title from which he/she was laid off or to a position in a lower job classification if the employee is so qualified;
4. No new employees in the job classification shall be employed until all persons on the recall list have been notified by certified mail, return receipt requested, and such person(s) either are offered reemployment or decline such employment offer. Any employee who declines an offer of reemployment to his/her classification shall forfeit all recall rights. Employees shall lose recall rights if they decline recall to a lower classification. If a person on the recall list fails to respond within seven (7) calendar days of receipt of the certified letter notifying the employee of a recall opportunity, the employee shall lose recall rights and be eliminated from the recall list; and
5. It shall be the responsibility of the person on the recall list to keep the Board informed in writing should the address last provided by the employee change. Notice of openings will be sent via certified mail, return receipt requested, to the individual's most recent address.
6. An employee who is recalled shall return to the same step as he/she had achieved at the time of layoff. If an employee is recalled to a lower classification, the employee's step placement in the new classification shall be the same step as the employee had earned in his/her former position.

### Section 3.6

All new employees in the bargaining unit shall be considered probationary during the first ninety (90) calendar days of employment, measured from the commencement date of their employment. During such probationary period, the employee shall not attain seniority rights under this agreement and will be subject to discipline and discharge by the Board, without access to the grievance procedure. Seniority shall be retroactive to the commencement date of employment within a bargaining unit position.

## **ARTICLE IV** **VACANCIES**

### Section 4.1

- a. When a vacancy exists in the bargaining unit or a new job classification is created in the bargaining unit, the position shall be posted contemporaneously to employees within the bargaining unit at each school location and in the Central Office and to individuals outside the bargaining unit. The posting shall include the position, location, pay scale, and the hours of work. The internal notice of vacancy within the bargaining unit or a new job classification created in the bargaining unit shall be posted for five (5) working days. The Union President will be notified once the job is filled.
- b. Vacancies, promotions, or new classifications in the bargaining unit shall be filled on the basis of qualifications for the position. When qualifications are equal, as determined by the Superintendent or his/her designee, the employee with the greater length of service shall be offered the position. Any employee who received an overall unsatisfactory performance appraisal on the current instrument in place, within one year prior to such posting, need not be considered qualified.
- c. An employee who is assigned to a higher or lower classification shall be compensated at the rate in the new classification at the same step held in the previous classification.
- d. Employees temporarily transferred to a higher paid classification shall be compensated in accordance with section (c) above. If temporarily transferred to a lower classification; there shall be no change in compensation.

**ARTICLE V**  
**HOURS OF WORK**

**Section 5.1**

The hours and number of work days shall be:

- |   |                      |                   |
|---|----------------------|-------------------|
| a. School Administrative Assistant            | 8:00 – 4:00 p.m. M-F | 214 days per year |
| b. Special Education Administrative Assistant | 8:00 - 4:00p.m. M-F  | 214 days per year |
| c. Clerical Aide 24 hours per week            | - variable days -    | 182 days per year |
| d. Bookkeeper 24 hours per week               | variable days        | 156 days per year |
| e. Fiscal Services Administrative Assistant   | 8:00 – 4:00 p.m. M-F | 260 days per year |
| f. Information Technology Support Specialist  | 7:30 – 3:30 p.m. M-F | 260 days per year |

**Section 5.2**

Employees shall have no loss of pay because of emergency delayed openings and emergency closings of school with respect to the positions of School Administrative Assistant, Special Education Administrative Assistant, Special Projects Secretary and Clerical Aide and for delayed openings and emergency closings of Central office with respect to the positions of Information Technology Support Specialist, Bookkeeper and Fiscal Services Administrative Assistant.

**Section 5.3**

The positions of School Administrative Assistant, Special Education Administrative Assistant, Special Projects Secretary and Clerical Aide are expected to work on the days school is in session for students. As part of the total number of work days, all School Administrative Assistants shall work a minimum of five (5) days after the close of school and a minimum of five (5) days before the first day of school for students. The Clerical Aide shall attend the initial staff meeting of the school year as part of the total number of work days. The positions of Information Technology Support Specialist and for Fiscal Services Administrative Assistant shall work two hundred and sixty (260) work days and the position of Bookkeeper shall work one hundred and fifty-six (156) work days.

**Section 5.4**

Any employee who is required to work, and such work has been approved by the Building Principal or Superintendent in advance, in excess of eight (8) hours in one day or forty hours in one week, shall receive compensation at the rate of one and one-half (1½) times the employee's basic hourly rate for all time worked in excess of eight (8) hours in one day, or forty (40) hours in one week. Time paid but not worked shall count for purposes of determining forty (40) hours.

Section 5.5

All employees shall have a duty free 30 minute paid lunch period.

Section 5.6

An employee who is called in for work by the Building Principal, or the Superintendent, not contiguous to his/her regularly scheduled daily working hours, shall be paid for work performed or two (2) hours, whichever is greater.

Section 5.7

On days when schools are closed, such as on snow days, School Administrative Assistants, Special Education Administrative Assistants, Special Projects Secretaries and Clerical Aides, subject to the prior approval of the building Principal, may report to work for two (2) hours or more dependent on job requirements. On such occasions, those employees shall only be paid for hours actually worked. In the event Central Office is closed, the Information Technology Support Specialist, Bookkeeper and for Fiscal Services Administrative Assistant shall not be required to report to work and shall not suffer a loss of pay.

**ARTICLE VI**  
**HOLIDAYS**

Section 6.1

The Fiscal Services Administrative Assistant, the Information Technology Support Specialist, School Administrative Assistants and the Special Education Administrative Assistant shall receive the following paid holidays:

Labor Day	New Year's Day
Columbus Day	Martin Luther King Day
Veterans' Day	Presidents' Day
Thanksgiving Day	Good Friday
Day after Thanksgiving	Memorial Day
Christmas Day (2 days)	

In addition, the positions of Fiscal Services Administrative Assistant and the Information Technology Support Specialist shall receive 4<sup>th</sup> of July as a paid holiday.

The clerical aide shall receive the following paid holidays:

Labor Day	New Year's Day
Columbus Day	Martin Luther King Day
Veterans' Day	Presidents' Day
Thanksgiving Day	Good Friday
Christmas Day	

The position of Bookkeeper, so long as it remains part-time, shall be paid for those holidays listed under the Information Technology Support Specialist and the Fiscal Services Administrative Assistant falling on the employee's scheduled work days.

#### Section 6.2

The provisions of C.G.S. 1-4 shall apply when a holiday falls on a Saturday or Sunday. In the event a holiday occurs during the paid vacation of an employee, the employee shall be entitled to as additional day.

#### Section 6.3

The Superintendent shall determine, after consulting with the Union President, which day before or after Christmas will be considered the holiday.

#### Section 6.4

An employee who is required to work on the day of observance of any of the aforesaid holidays shall be provided a floating holiday in lieu of the holiday pay. All requests for a floating holiday shall be communicated in writing to the Superintendent and/or his designee at least two (2) weeks before the day the employee wishes to take as a floating holiday. Floating holidays shall only be available in the school year in which they are earned and shall not be carried over to the following school year. Floating holidays shall be paid at straight time.

### **ARTICLE VII** **MANAGEMENT RIGHTS**

#### Section 7.1

Except when such rights, powers, and authority are specifically relinquished, abridged, or limited by the provisions of this Agreement, the Board has and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it and except where such rights, powers, and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, shall have the sole and absolute right, responsibility, and prerogative of management of the affairs of the school system and direction of the working force, including, but not limited to:

- a) To establish or continue policies, practices, and procedures for the conduct of Board business and from time to time to change or abolish such policies, practices, or procedures;
- b) To limit, curtail, or discontinue processes or operations or to discontinue their performance by employees;
- c) To select and determine the number and types of employees required to perform the school district's operation;

- d) To employ, transfer, promote, or demote employees, or to layoff, terminate, furlough, or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interest of the school system;
- e) To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the operation of the public school system, provided such rules and regulations are made known in a reasonable manner to the employees affected by them;
- f) To establish and change performance and quality standards and to implement appropriate instruments to evaluate performance and quality;
- g) To create and revise job descriptions as deemed necessary;
- h) To insure incidental duties connected with the department operations, whether enumerated in job descriptions or not, shall be performed by employees;
- i) To revise work schedules and work shifts to more efficiently and/or economically provide services to the students, staff and public; and
- j) The Board retains the right to subcontract work which is performed by bargaining unit employees, subject to the following:
  - 1. The long term costs where applicable and the short term costs must be significantly less expensive to subcontract the work than to have such work performed by equivalent bargaining unit forces;
  - 2. The subcontract of bargaining unit work shall not result in the layoff of bargaining unit employees or a reduction of an employee's regular work hours or rate of pay;
  - 3. Subcontracting shall not be used for the purpose or intent of reducing the bargaining unit, undermining the Union, or discriminating against bargaining unit employees;
  - 4. The Board shall provide a minimum of sixty (60) days written notice to the Union of its intention to subcontract bargaining unit work along with all pertinent information and specifications regarding the work that is to be subcontracted;
  - 5. The Board and the Union shall meet and negotiate over the impact of the work to be subcontracted.

## Section 7.2

The above rights, responsibilities, and prerogatives are inherent in the Board, by virtue of statutory provisions, and are not subject to review or determination in any grievance or arbitration procedures.

Section 7.3

Notwithstanding Section 7.1, it is understood by the parties that the rights of each shall be exercised in a manner not contrary to the rights of the other guaranteed by the Municipal Employees Relations Act.

**ARTICLE VIII**  
**LEAVES OF ABSENCE**

Section 8.1 - Sick Leave

The School Administrative Assistants shall be credited with thirteen (13) sick leave days on July 1 of each contract year. The unused days of each year shall be cumulative to a maximum of one hundred ten (110) days.

The Special Education Administrative Assistant shall be credited with thirteen (13) sick leave days on July 1 of each contract year. The unused days of each year shall be cumulative to a maximum of one hundred three (103) days.

The Clerical Aide shall be credited with ten (10) sick days on July 1 of each contract year. The unused days of each year shall be cumulative to a maximum of sixty days.

The Fiscal Services Administrative Assistant and the Information Technology Support Specialist shall be credited with fifteen (15) sick leave days on July 1 of each contract year. The unused days of each year shall be cumulative to a maximum of one hundred and twenty (120) days.

The Bookkeeper shall be credited with eight (8) sick leave days on July 1 of 2016 and nine (9) sick leave days each July 1 of each contract year thereafter. The unused days of each year shall be cumulative to a maximum of fifty (50) days.

Unused sick leave will be forfeited upon termination of or retirement from employment and will not be compensated.

A bargaining unit employee may be absent from work with pay during such period as actual illness or injury prevents him/her from performing their duties. Each such absence must be supported by a physician's statement if the absence exceeds three (3) days, unless the illness or injury is of such a nature that the Superintendent waives the furnishing of a physician's statement. The Superintendent shall also have the right to request a physician's statement if abuse is suspected. An employee absent due to illness or injury shall notify the Superintendent or his designee prior to the regular starting time of the work day. Failure to do so could result in denial of paid sick leave for the period of absence. Unused sick leave will be forfeited upon termination of employment and will not be compensated.

Notwithstanding the above, on initial employment in job classifications in the bargaining unit other than Clerical Aide, new employees shall acquire three (3) sick leave days during the probationary period for new employees and shall thereafter accrue the remaining ten (10) sick leave days at the

conclusion of the probationary period. On initial employment in the job classification of Clerical Aide, new employees shall acquire two (2) sick leave days during the probationary period for new employees and shall thereafter accrue the remaining eight (8) sick leave days at the conclusion of the probationary period. In emergency situations, all new employees in the bargaining unit in their probationary period may request approval from the Superintendent or his/her designee to use sick leave days not yet accrued due to their probationary status.

Sick leave shall continue to accrue during paid leaves of absence.

Up to five (5) of an employee's sick leave days may be used for illness in the immediate family. For the purposes of this section, immediate family shall be defined as spouse, child, stepchild, parent, grandparent or any other relative that resides in the employee's immediate household.

### Section 8.2 - Annual Military Training Leave

Employees shall be given military leave in accordance with applicable state and federal laws.

### Section 8.3 - Personal Leave

The positions of School Administrative Assistant, Special Education Administrative Assistant, Special Projects Secretary, Clerical Aide and Bookkeeper shall receive three (3) days per year (noncumulative), without salary reduction, and the positions of Fiscal Services Administrative Assistant and Information Technology Support Specialist shall receive four (4) days per year (noncumulative), without salary reduction in order for the bargaining unit member to meet the below-listed important personal obligations which cannot be handled during non-working time.

- Marriage in the immediate family
- Religious requirements
- Birth of child by employee's spouse or child
- Urgent personal business which cannot be scheduled outside of regular school hours (the reason must be given).

Immediate member-of-the-family is defined as; husband, wife, son, daughter, father, mother, brother, sister.

Request for leave must be made in writing to and approved by the Building Principal or Superintendent with respect to the positions of Fiscal Services Administrative Assistant, Information Technology Support Specialist and Bookkeeper forty-eight hours in advance of the requested day, except in extenuating circumstances.

Personal days may be granted for circumstances other than those stated, upon approval of the Superintendent. Additionally, the Superintendent may waive the requirement of forty eight hours advance notice for requests for use of personal leave. The decisions of the Superintendent are final and without prejudice. This provision is not subject to the grievance procedure.

Section 8.4 - Vacation Leave

In each contract year, the positions of Fiscal Services Administrative Assistant and Information Technology Support Specialist who has or will have completed the required years of service on July 1 of that year, shall be entitled to vacation as per the following schedule:

Upon hire through 5 years	10 days
Completion of 5 years	15 days
Completion of 10 years	20 days

A maximum of five (5) days of unused vacation leave may be carried over to the next year.

In each contract year the position of Bookkeeper who has or will have completed the required years of service on July 1 of that year, shall be entitled to vacation as per the following schedule:

Upon hire through 5 years	6 days
Completion of 5 years	9 days

A maximum of two (2) days of unused vacation leave may be carried over to the next year.

Upon completion of ten (10) years of service, an employee in the positions of Fiscal Services Administrative Assistant and Information Technology Support Specialist who leaves employment in good standing shall be entitled to payment of any unused vacation days up to a maximum of twenty-five (25) days. Upon completion of ten (10) years of service, an employee in the position of Bookkeeper who leaves employment in good standing shall be entitled to payment of any unused vacation days up to a maximum of eleven (11) days.

Section 8.5 - Jury Duty

Any employee who is called for jury duty shall receive the necessary leave to fulfill this legal obligation. This leave shall not be deducted from sick leave or from personal days. If called, the employee shall notify the Superintendent. If called to appear for jury duty, the Board will pay the difference between the daily salary and the jury fee.

Section 8.6 - Bereavement Leave

A total of five (5) days with pay, per occurrence, shall be allowed for the death of an employee's spouse, child, parent, or relative residing in the employee's house.

A total of two (2) days with pay, per occurrence, shall be allowed for the death of an employee's brother, sister, grandfather, father-in-law, mother-in-law, brother-in-law, sister-in-law, aunt or uncle.

The Superintendent may, at his/her discretion grant bereavement leave for the deaths of individuals other than those identified above.

### Section 8.7 - Extended Leave

Extended unpaid leaves of absence, due to extenuating circumstances, may be granted with prior approval of the Board of Education as recommended by the Superintendent of Schools.

### Section 8.8 - Family and Medical Leave

Eligibility: Employees who are eligible for unpaid leave under the Federal Family and Medical Leave Act ("FMLA"), 29 U.S.C. Section 1601, *et seq.*, *as may be amended from time to time*, may submit a written request to the Board of Education seeking up to twelve (12) weeks of unpaid leave during any rolling twelve (12) month period in accordance with the FMLA. If the requested leave is granted by the Board of Education, any accumulated paid leave time must be exhausted first in situations where the leave being taken by the employee is covered by the FMLA, and said paid leave shall be included in, and shall not be in addition to, the aforementioned twelve (12) weeks of allowable leave. A medical certificate acceptable to the Board shall be required for FMLA leave situations.

Employees on leave under this provision will not continue to accumulate sick leave; however, the continuity of employment shall be preserved for purposes of seniority.

Employees on leave under this provision shall have their health insurance coverage maintained during such leave on the same terms as if the employee had continued to work; provided if the employee fails to return to work, the employee shall be liable for the retroactive premium payments in accordance with the FMLA.

### Section 8.9 - Injury Leave

Employees shall be covered by the State Workers Compensation Laws as amended from time to time. This provision shall not be subject to the grievance procedure.

### Section 8.10

Personal and sick time may be taken in increments of one (1) hour.

## **ARTICLE IX** **HEALTH INSURANCE BENEFITS**

### Section 9.1

The Board shall provide the following health insurance benefits, according to the premium cost-sharing formula referenced below, for each bargaining unit member.

1. The Board shall offer individual, two person or family health insurance coverage to employees under one of the two health insurance options set forth in the attached Appendix 2. The Base Plan (High Deductible Health Plan with a Health Savings Account (HDHP/HSA)) and the Buy Down Plan (PPO Plan) are both subject to the cost sharing arrangements

described below. Copies of the actual group policies are on file in the Superintendent's office.

2. Each employee shall have the option to enroll the following dental plan for the employee and the employee's eligible dependents: Blue Cross/Blue Shield Flexible Dental Benefits with \$50 per member per benefit period and \$150 family deductible with applicable coinsurance and maximums for individuals and family members. The annual maximum shall be fifteen hundred dollars (\$1,500). Each employee shall contribute to the cost of their dental insurance based on the premium cost-sharing formula for the health insurance plan chosen by the bargaining unit member.
3. The premium cost share for employees for the Buy Down plan (PPO Plan) shall be as follows:

2018-2019:	18.5% individual, 31% two person & family
2019-2020:	19.5% individual, 32% two person & family
2020-2021:	20.5% individual, 33% two person & family
4. The premium cost share for employees for the Base Plan (HDHP w/HSA) plan shall be as follows:

2018-2019:	19.5% individual, two person or family*
2019-2020:	20.5% individual, two person or family*
2020-2021:	21.5% individual, two person or family*

\* The positions of Fiscal Services Administrative Assistant, Information Technology Support Specialist and Bookkeeper shall pay 14% for 2018-2019, 16% for 2019-2020, and 18% for 2020-2021.
5. For employees who select the HDHP/HSA plan, the Board shall contribute 50% of the deductible to the employee's HSA on July 1, 2018, the Board shall contribute 45% of the deductible to the employee's HSA on July 1, 2019 and July 1, 2020. The parties acknowledge that the Board's contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather related to the manner in which the deductible shall be funded for actively employed employees.

The Board's contribution toward the HSA deductible will be fully funded on day one, and the employee's contribution will be deposited into the HSA accounts throughout the course of the year, on the Board's payroll dates.
6. The Board will arrange to provide group life insurance for each bargaining unit member with Accidental Death and Dismemberment benefits in the amount of \$50,000. The Board shall pay the same percentage of the premium as it pays for individual health insurance coverage. The remainder shall be paid by the employee.

7. The Board will provide Long Term Disability Income Insurance for each employee. The Board will pay the same percentage of the premium for the Long-Term Disability plan as it pays for individual health insurance coverage. The remainder of such premium shall be paid by the employee.
8. The Board of Education reserves the right to self-insure in whole or in part and/or to change insurance administrators/carriers/plans with respect to any insurance benefit provided pursuant to this Article IX, so long as the proposed change results in coverage which is comparable when considered as a whole to the benefits in effect immediately prior to the change. The Board shall provide the Union with a copy of any proposed change prior to the changes taking effect. In order to implement the proposed change, the Board and the union must be in agreement that the proposed results in coverage which is comparable when considered as a whole the benefits in effect immediately prior to the change. In the event of a disagreement between the Board and the Union concerning the proposed change, the Board and the Union agree to submit the proposed change to an arbitrator with experience in the area of insurance to determine whether the proposed change meets the standard described herein.
9. Excise Tax Language  
If the Board receives notice that the total cost of a group health plan or plans offered under this contract will trigger an excise tax under Internal Revenue Code Section 4980I, or any other 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).

## **ARTICLE X** **RETIREMENT PLAN**

The parties hereby acknowledge the existence of the Town of New Hartford Pension Plan and the fact that bargaining unit employees are participants in this. Any amendments to the New Hartford Pension Plan shall be negotiated by the Town unless such power is expressly delegated to the Board.

1. The following provisions will apply to employees hired before July 1, 2011:

Any employee hired before July 1, 2011 shall have the option to participate in the Town's municipal Defined Benefit Pension Plan and shall adhere to all the terms and conditions contained within that plan.

2. The following provisions will apply to employees hired after July 1, 2011:

Any employee hired after July 1, 2011 shall not have the option to participate in the Town's municipal Defined Benefit Pension Plan. These new employees (hired after July 1, 2011) shall be provided an IRS Section 401 (A) Defined Contribution Plan with a five percent (5%) contribution by the Town that will vest in five (5) years from the beginning of employment, and a one percent (1%) minimum contribution by the employee with immediate vesting.

3. Any current employee (as of June 30, 2011) may elect to terminate his/her participation in the pension plan mentioned above in Section 1 and participate in the IRS Section 401(a) Defined Contribution Plan. Any such election shall be irrevocable.

All eligible employees shall be permitted to participate in a tax sheltered annuity plan established pursuant to 403 (b) of the Internal Revenue Code and the United States Public Law 87-370. Each employee shall be able to select the carrier from the ones currently available. Members of Local 1303-386 of Council 4 agree to hold the Board harmless with respect to all aspects of administering the tax sheltered annuity.

## **ARTICLE XI** **BULLETIN BOARDS**

The Board shall permit the use of a bulletin board in each school building by the Union for posting of notices concerning Local Union business.

## **ARTICLE XII** **WAGES**

### **Section 12.1**

Effective July 1, 2018, the salaries set forth in the salary schedule in effect for the preceding year (2017-2018) shall be increased by two percent (2.0%).

Effective July 1, 2019, the salaries set forth in the salary schedule in effect for the preceding year (2018-2019) shall be increased by two percent (2.0%).

Effective July 1, 2020, the salaries set forth in the salary schedule in effect for the preceding year (2019-2020) shall be increased by two percent (2.0%).

Employees hired shall receive eighty-five percent (85%) of the listed position job rates of pay; after completing one (1) year in this position, the employee shall receive ninety percent (90%) of the existing rate of pay; after completing two (2) years in this position, the employee shall receive ninety-five percent (95%) of the existing rate of pay; after three (3) years in this position, the employee shall receive one hundred percent (100%) of the existing rate of pay. The Superintendent of Schools may waive this provision. This decision shall not be subject to the grievance procedure. (See Appendix One)

The position of Fiscal Services Administrative Assistant, or other position as determined by the Superintendent, shall be paid an annual stipend in the amount of \$4,823 as compensation for arrangement of substitutes for positions within the school district.

All employees shall be paid via electronic direct deposit into a designated bank account of the employee's choice. Such bank account number shall be provided to the Superintendent of her/his designee prior to the commencement of each school year. Each employee will receive an electronic notification of the direct deposit each payroll period.

**ARTICLE XIII**  
**DISCIPLINE**

**Section 13.1**

No employee shall receive written discipline, be suspended or be discharged without just cause.

**Section 13.3**

The Union President will be given copies of any disciplinary action taken.

**ARTICLE XIV**  
**GRIEVANCE PROCEDURE**

**Section 14.1**

The purpose of the grievance procedure shall be to settle employee grievances on as low an administrative level as possible.

**Section 14.2**

A grievance is defined as a complaint by an employee or the Union that there has been a violation, misinterpretation or misapplication of a specific provision of this contract.

**Section 14.3**

No grievance may be filed after ten (10) working days of the event giving rise to it or after ten (10) working days after the employee and the Union knew or should have known of such event.

Grievances not filed within the ten (10) day period defined herein shall be deemed forfeited and not arbitrable.

**Section 14.3.1**

The arbitrators shall have no authority to amend, revise or in any way modify the terms of this Agreement through his/her awards.

**STEP 1**

Any employee who has a grievance shall consult with their Union representative and reduce the grievance to writing and submit it to the School Principal, within the time limits specified above, who shall use his/her best efforts to settle the dispute. The School Principal shall meet with all parties concerned within five (5) working days of receipt of the grievance and the Principal's decision shall be submitted in writing to the aggrieved employee and his representative within five (5) working days following the meeting.

## STEP 2

If the employee and his/her representative are not satisfied with the decision rendered by the School Principal, the Union may submit the grievance in writing to the Superintendent or designee within ten (10) working days after the decision in Step 1. The Superintendent or designee shall meet with all parties concerned and the Council 4 Staff Representative within twenty (20) working days of his/her receipt of the grievance, and the Superintendent or designee shall render a decision in writing to the employee and the Union within ten (10) working days after the meeting.

## STEP 3

If the employee and his/her representative are not satisfied with the decision rendered by the Superintendent or designee, the Union may submit the grievance in writing to the Board of Education within ten (10) working days after the decision in Step 2. The Board of Education shall meet with all parties concerned within twenty (20) working days of its receipt of the grievance, and the Board of Education shall render its decision in writing to the employee and the Union within thirty (30) working days of the meeting.

## STEP 4

If the employee and his/her representative are not satisfied with the decision rendered by the Board, within twenty (20) working days after the receipt of the Board's written decision, the grievance may be submitted to arbitration. Either party may elect either of the following to hear the grievance:

- A. The Connecticut State Board of Mediation and Arbitration; or
- B. The American Arbitration Association. The party making this selection shall pay all costs associated with that selection.

## Section 14.4

Time limits beyond those stipulated in this grievance procedure may be changed by mutual written agreement of the parties concerned.

## Section 14.5

The parties may use the Connecticut State Board of Mediation and Arbitration for purposes of mediating the grievance prior to Step 4, upon written notice to the other party within 10 working days of the Step III decision. If necessary, the grievance may be filed for arbitration twenty (20) working days after mediation.

**ARTICLE XV**  
**NO STRIKE - NO LOCK OUT**

The Board agrees that there will be no lock out of any employee or employees during the life of this Agreement. The Union and the bargaining unit employees covered hereunder expressly agree that there will be no strike or other direct or indirect concerted refusal to perform services, slowdown, picket, engage in a work stoppage during the life of this Agreement.

**ARTICLE XVI**  
**SAVINGS CLAUSE**

In the event that any provision of this Agreement is, or at any time, ultimately declared invalid by a court of established and competent legal jurisdiction, the balance and remainder of this Agreement shall remain and continue in full force and effect.

**ARTICLE XVII**  
**MISCELLANEOUS**

**Section 17.1**

The Board shall provide each current bargaining unit employee and each newly hired bargaining unit employee with a copy of this Agreement.

**Section 17.2**

The Internal Revenue Service mileage rate shall be paid to employees for all miles driven in their personal vehicles while on school business approved by the Building Principal or Superintendent in the absence of the Building Principal.

**Section 17.3**

An employee who intends to resign his/her employment with the Board shall provide the Board with ten (10) working days notice of resignation.

**Section 17.4**

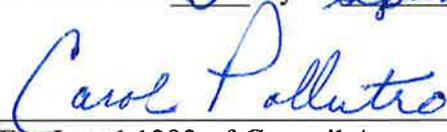
The Board agrees to establish Labor/Management meetings. Each side shall have two (2) people participate in the meetings to discuss work related issues.

**ARTICLE XVIII**  
**DURATION**

This Agreement shall be effective as of the date that both parties ratify this Agreement and shall remain in full force and effect through June 30, 2021. This Agreement shall be automatically renewed from year to year thereafter, unless either party notifies the other in writing no later than at least one hundred twenty (120) days prior to its expirations, of its desire to negotiate a successor to this Agreement. In the event that such notice is given, negotiations shall commence no later than thirty (30) days following such notice. This Agreement shall remain in full force and effect during the period of negotiations.

In witness whereof, the parties hereto have set their hands this 5 day of September, 2018.

  
\_\_\_\_\_  
For New Hartford  
Board of Education

  
\_\_\_\_\_  
For Local 1303 of Council 4  
AFSCME, AFL-CIO

\_\_\_\_\_  
For New Hartford  
Board of Education

  
\_\_\_\_\_  
For Local 1303 of Council 4  
AFSCME, AFL-CIO

**APPENDIX 1**

	<b>2018-19</b>	<b>2019-20</b>	<b>2020-21</b>
Building Administrative Assistant	22.92	23.38	23.85
Special Education Administrative Assistant	22.92	23.38	23.85
Clerical Aide	18.73	19.10	19.48
Bookkeeper (Part-time)	23.07	23.53	24.00
Fiscal Services Administrative Assistant	27.41	27.96	28.52
Information Technology Support Specialist	63,660	64,933	66,232

**APPENDIX 2**

**Base Plan**

**A High Deductible Health Plan with a Health Savings Account (HDHP/HSA Plan)**

	In-Network	Out-of-Network
Annual Deductible (Individual/Aggregate Family)	\$2000/4000	
Co-insurance	N/A	20% co-insurance after deductible, subject to co-insurance limits
Preventive Care	Deductible not applicable	20% co-insurance after deductible, subject to co-insurance limits
Prescription Drug Coverage	Treated as any other medical expense	20% co-insurance after deductible, subject to co-insurance limits
Co-insurance Maximum (Individual/Aggregate Family)	\$4000/8000	
Cost Share Maximum (Individual/Aggregate Family)	\$4000/8000	
Lifetime Maximum	Unlimited	Unlimited

**Buy Down Plan  
PPO Plan**

\$30 copay for home and office

\$500 copay per in-patient hospitalization

\$500 copay for out-patient surgery

Prescription Drug Benefit with full managed commercial edits and a \$10/\$20/\$30 formulary (generic/listed brand name/non-listed brand name) with unlimited maximum. The retail prescription is a 30 day supply and the mail order is a 90 day supply for 2 copays.