AGREEMENT

BETWEEN

THE NEW BRITAIN BOARD OF EDUCATION

AND

LOCAL 1186 AMERICAN FEDERATION OF

STATE, COUNTY AND MUNICIPAL EMPLOYEES

COUNCIL 4, AFL-CIO

AGREEMENT PERIOD

JULY 1, 2023 TO JUNE 30, 2026

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

This Agreement is entered into by and between the Board of Education, (hereinafter referred to as the "Board") and Local 1186, Council 4, of the American Federation of State, County and Municipal Employees AFL-CIO (hereinafter referred to as the "Union"). It is the intention of the parties entering into this Agreement to maintain a harmonious relationship between them recognizing the legitimate needs of the employees covered as well as the obligation of the Board to the Public.

ARTICLE 1 - UNION RECOGNITION

1.0 The Board recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining pursuant to the terms and conditions of The Municipal Employee Relations Act, Connecticut General Statutes Section 7-467 et seq., as it may be amended from time to time, with respect to rates of pay, wages, salaries, hours of employment and other conditions of employment for all school employees of the Board of Education serving in positions listed in Appendix A, whether or not paid from funds obtained from State or Federal legislation.

1.1 No job classification included in the bargaining unit under Section 1.0 above shall be reclassified outside the unit as defined above during the life of this Agreement without the mutual consent of the parties.

1.2 If the Board shall create any new positions similar to those in Appendix A during the life of the Agreement, it will notify the Union Vice-President and will meet with the Union, at the Union's request, in an attempt to arrive at a mutual determination as to inclusion or exclusion from the bargaining unit. If the position is determined to be within the scope of the bargaining unit, the Board and the Union must negotiate on the proper pay grade

1.3 The Union shall receive copies of all Board materials, such as agendas, minutes, etc., as allowed by law. This material will be mailed to the Union Vice-President.

1.4 The terms "Board of Education" and "Board" as used in this agreement, shall mean the Board or its designee. The term "Superintendent of Schools", and "Superintendent" as used in this agreement, shall mean the Superintendent or designee.

ARTICLE II - THE RIGHTS OF THE BOARD

2.0 Unless expressly limited or relinquished below by a specific section of this Agreement, the rights, power and authority held by the Board pursuant to any Charter, general or special statute, ordinance, regulation or other lawful provision, over matters involving

the School District, and the complete operational control over the policies, practices, procedures and regulations with respect to its employees, shall remain vested solely and exclusively in the Board.

2.1 Reasonable work rules may be established provided:

(a) That the Union shall be notified promptly, in writing, when such rules or changes are proposed.

(b) That the Union may present its position on such rules or changes at a meeting with the Superintendent or designee.

(c) When rules or changes are established, they shall be posted prominently on all bulletin boards for a period of ten (10) working days before becoming effective.

(d) For the purpose of this Agreement, the term "reasonable work rules" shall mean the employee's conduct and the manner of performance on the job.

(e) These rules shall not be in conflict with any provision of this Agreement.

2.2 The possession of or consumption, sale or distribution of alcohol or controlled or illegal drugs is prohibited in accordance with current board policy.

ARTICLE III - UNION SECURITY

3.0 The Board agrees to deduct monthly dues or other applicable fees, as specified by the Secretary of the Union, from the wages of employees covered by this Agreement as provided for in written authorization. Such authorization must be signed by the employee and may be revoked by written notice from the Union.

3.1 The deduction for any month shall be made during the first payroll week of each month and shall be remitted to the financial officer of the Union not later than the last day of said month.

3.2 The monthly remittance of dues or service fees to the Union will be accompanied by a list of names of employees from whose wages the dues or service fee deductions have been made.

3.3 The Board agrees that there will be no lockout of any employee or employees during the life of this Agreement. The Union and the individual employees covered in Appendix A expressly agree that there will be no strike, slowdown, work stoppage or other interference with the operation of the Board during the life of this Agreement.

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

3.5 The Board of Education agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be signed by the employee and may be revoked by written notice from the Union to the Board. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union along with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

3.6 All new hires who are represented by the bargaining unit, shall be released from work for up to one (1) hour without loss of pay, within fifteen (15) days of their start date, to attend a Union orientation. Management shall not be present during the Union orientation. The timing of the orientation shall be agreed upon between the Union and the employee's supervisor.

3.7 Each month the Employer will submit information on employees represented by the bargaining unit in the format of an excel spreadsheet to the Union via a secure upload site to be provided by the Union. The spreadsheet will contain the following information for all employees represented by the bargaining unit: Last Name, First Name, Middle Initial, hire date, rate of pay, total hours worked in the reporting period, dues paid, Employee ID, job title, worksite, work email, and home address. If an employee authorizes in writing to the Union their permission for the Employer to share their home phone number, cell phone number, and home email, the Employer will include such information in the same format as above, provided that the Union has previously notified the Employer of such authorization.

ARTICLE IV - SENIORITY / VACANCY TRANSFERS

4.0 Seniority is defined as the length of service of the employee from the last date of employment by the Board and shall include service rendered to the City prior to this Agreement, by persons who were working in the New Britain School System by July 1, 1978, except in the case of security personnel, whose seniority shall begin no earlier than November 9, 1982. All Parent /School Liaison employees shall accrue seniority from date of hire in their job classification. An employee will lose their seniority if they resign, retire, are terminated or fail to accept a recall from a layoff within seven (7) calendar days after receipt of notice.

Except as clarified in article 6.10(i).

4.1 The Board will maintain a seniority list, which shall be revised as of January 1st of each year. A copy will be provided upon request to the Union Vice-President. Any claims for corrections of such list must be made in writing to the Office of Personnel & Talent Development within thirty (30) days after a copy is given to the Union, otherwise the list shall be deemed correct.

4.2 No employee shall attain seniority rights in this Agreement, until the employee has worked one hundred twenty (120) calendar. During such period, the employee shall be subject to all other clauses of this Agreement but shall be on probation and may be

discharged by the Board for any reason without recourse to the grievance and arbitration provision of the Agreement by either the Union or the employee. Upon completion of the probationary period, the employee's seniority shall date back to the time the employee started work. Upon successful completion of the employee's probationary period they shall be able to transfer to another position in the bargaining unit.

4.3 When a vacancy or a new position exists within the School District in the bargaining unit and the Board decides to fill the vacancy or position, employees in the same job classification, if qualified, shall be given first preference to fill the position by seniority provided that the employee has an acceptable job rating and provided further that the employee has not transferred within the previous twelve (12) months. The twelve (12) month period begins on the date the employee actually reports to their position and begins to perform the work of that position. If an employee has received a non-acceptable job rating and the appeal period has not passed or the rating has been appealed and a hearing on same is pending, said employee shall be able to transfer as set forth herein, however, such transfer shall be voidable by the Board if the non-acceptable job rating is sustained and the appeal process has been exhausted. Seniority shall govern for demotions and for lateral transfers in the same classification. Day and night shift custodians will be considered the same job classification.

If no employee in the same classification fills the position, then the position will be filled on a promotional basis. The employee in the bargaining unit with the highest passing mark on an examination given for the purpose of filling vacancies or new positions in a particular job classification shall be given the first opportunity to fill that vacancy. Effective April 1, 1997, employees taking examinations will be given 1/2 point for each full year of continuous and active service in this bargaining unit up to a maximum of 2.5 points (five (5) years of service). Each employee must have passed the examination with a minimum passing score in order to be eligible for the additional seniority credit-points. When an employee passes an examination for a position, that examination will be valid for a period of twenty-four (24) months from the date of the employee's notification of their final score. In the event a position is offered and the employee does not take the position, they shall be removed from the list. The Union Vice-President shall be provided with the names and total scores of employees who have passed examinations before any promotions are made.

4.4 All vacancies and new positions shall be posted for a period of five (5) working days on bulletin boards prior to any action taken by the Board to fill such vacancies or new positions on a permanent basis. The posting will indicate the type of test to be given and the relative weights to be assigned to each part. Copies of such postings shall be sent to the Union Vice-President.

4.5 Employee requests for a voluntary reassignment to a vacant position in a lower job classification for which they are qualified shall be subject to the approval of the Superintendent or designee and the Union. Notice of the action taken shall be given promptly to the employee. Such voluntary reassignment may be given without the necessity for a competitive examination but the employee must accept the rate of pay in

the same relative pay step of the lower job classification. Any employee who is permitted a voluntary reassignment to a vacant position in a lower job classification will not be permitted to leave the new position under any circumstances (downgrade, lateral or promotion) until the employee has served in that position for twelve (12) months. Candidates for promotion to a vacant position shall be preferred over employees requesting a demotion to such position.

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

5.0 The regular work week and workday for:

A. School Clerical Employees - five (5) days, thirty-seven and one-half (37 1/2) hours per week, Monday through Friday.

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

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

High School Custodian I
5:00 A.M. - 1:30 P.M.
6:00 A.M. - 2:30 P.M.
6:30 A.M. - 3:00 P.M.
10:00 A.M. - 6:30 P.M.
2:00 P.M. - 10:30 P.M.
3rd Shift 10:00 P.M. - 6:30 A.M.
7:30 A.M. - 4:00 P.M. (when school is not in session second shift shall report)

All Other Buildings - Day Custodian I
6:30 A.M. - 3:00 P.M.
7:30 A.M. - 4:00 P.M. (when school is not in session second shift shall report)

All Other Buildings - Night Custodian I
2:00 P.M. - 10:30 P.M.
7:30 A.M. - 4:00 P.M. (when school is not in session second shift shall report)

Maintenance Employees
7:30 A.M. - 4:00 P.M.
6:30 A.M. - 3:00 P.M. (Summer time hours)

C. Campus Safety Officers (CSO's) - twelve (12) months, five (5) days, forty (40) hours per week, eight (8) hours per day, Monday through Friday.

The normal hours shall be as follows:

High School: 6:45 A.M. - 3:15 P.M.
High School Shift 1: 1:00 P.M. - 9:30 P.M.
Middle School: 7:30 A.M. - 4:00 P.M.

Except in emergencies, no new shifts and no changes in shift schedules shall occur without prior notice and consultation with the Union and without advance notice of at least two (2) weeks. During such periods of time that school for students is not in session including vacation periods and snow days, CSO's shall be assigned to do either security or custodial work as deemed necessary by the Superintendent or designee. If CSO's are assigned to do custodial work, they shall receive wages in accordance with the salary schedule for Custodian I at their same step.

D. Health Care Workers - The work year for the positions of School Nurse, School Nurse/Audiometrist and LPN will consist of the student year plus four (4) days prior to the student year (excluding Saturday and Sunday).

The work year for members of the Department of Occupational and Physical Therapy Services (OT/PT, OT/PT Assistant) and Speech Assistant will consist of the student year plus four (4) days prior to the school year (excluding Saturday and Sunday).

1. School Nurse, School Nurse/Audiometrist and LPN- Monday through Friday, the student day plus fifteen (15) minutes before and 15 minutes after, including one-half hour paid lunch.

   Employees within the Department of Occupational and Physical Therapy Services and Speech Assistant are considered "district wide" employees and as such will work Monday through Friday, the student day plus fifteen (15) minutes before and 15 minutes after, including one-half hour paid lunch. Start time and end time may vary depending on student caseload and varying school start times.

   In addition, the work year for Health workers may include one hour per month to be spent in a staff meeting as scheduled by the Director of Pupil Services. In addition, the work year for the positions of School Nurse, School Nurse/Audiometrist, LPN and Speech Assistant will include staff development time of five (5) hours per year. Payment for attendance at such meetings and/or staff development will be paid as extra earnings.

2. Health Care workers will not be eligible for paid vacation but will be off except as set out in #1 above.

3. Health Care workers will be eligible for the same sick time provision as provided other employees of Local 1186.

4. Health Care workers will be paid their annual rate in 26 biweekly paychecks.

   Health workers will not receive paid holidays but will have designated holidays off. (See Article IX, Holidays).

5. Health Care workers will be considered district-wide and will be assigned their positions by the Director of Pupil Services. However, Health Care workers may request a transfer to a vacant position. The decision to grant or deny a transfer will rest solely with the Director of Pupil Services.

6. If the student year and/or day changes, then the Board may implement a corresponding change to the workday or work year (increase or decrease), by adjusting the salary schedule on a pro-rata basis or negotiating the impact of such change with the Union.

7. Staffing for summer school programs will be filled in the following manner:

   (a) Volunteers by seniority in the classification.

   (b) If there are not sufficient volunteers, Health Care workers, by classification, will be assigned in reverse order of seniority on a rotating basis. Assignments will be made based upon qualifications required for the vacant positions.

5.1 Overtime

A. Time and one-half shall be paid as follows:

1. For all work performed by an employee in excess of eight (8) hours in a day and/or forty (40) hours in a week.

2. For all work performed on the sixth day of an employee's regular work week as set forth in Section 5.0.

3. For all work performed by school custodians for actual time worked on special duty assignments.

B. Double time shall be paid as follows:

1. For all work performed on the seventh day of an employee's regular work week as set forth in Section 5.0.

2. For all work performed on holidays plus regular holiday pay.

3. During heating season (October 15 through April 15), employees reporting at 5:00 a.m. will be paid two (2) hours double time.

C. Overtime assignments will be made as follows:

1. A schedule of overtime assignments shall be maintained at each school by the Custodial Manager or designee and the Security Manager or designee and shall be conveniently and conspicuously posted in each school and maintenance building. Any disputes as to the accuracy of the list will be resolved as soon as possible.

2. Full-time employees shall be given preference on all overtime assignments.

3. Overtime in each school shall be assigned on as equitable a basis as possible among the qualified custodians and CSO's, respectively, regularly assigned to that school or building.

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

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

5. Volunteer roster shall be developed listing custodial employees and CSO's respectively, willing to accept overtime assignments at other than their regular school or building.

   Such overtime assignments shall be assigned on an equitable basis among those on the list and such assignments shall be the responsibility of the Custodial Manager or designee and the Security Manager or designee. Under no circumstances shall this volunteer roster be used to replace employees regularly assigned to a given school, unless they are unavailable. Such list shall be prepared each year during July. Voluntary roster overtime assignments offered to but not accepted by an employee shall be indicated on the schedule as time worked for purposes of overtime distribution.

6. If an employee is on approved leave, the supervisor does not have to contact that individual concerning overtime assignments.

7. In the event an employee is offered an overtime assignment and fails to respond within two (2) hours, the employee will be placed at the bottom of the list as if they had worked.

D. The Union shall be given, upon request, a list of all overtime hours paid to each employee as of October 1st and April 1st. This list shall be submitted to the Union Vice-President.

E. Overtime hours shall not be considered as part of an employee's regularly scheduled hours of work.

F. When overtime is scheduled at least seventy-two (72) hours in advance, prior to the start of the regular shift, employee will be paid two (2) hours at double time. This provision applies only to overtime for construction work or heating requirements and only to regular workdays and does not include weekends or holidays. With less than seventy-two (72) hours notice or more than two (2) hours work is involved, regular call-in rate will apply. When overtime is requested of an employee, which overtime shall extend the normal end of an employee's shift and said employee elects with the Board's approval to perform said overtime prior to the start of said employee's normal shift, said employee shall be paid for the actual time worked prior to said shift at time and one-half of said employee's normal hourly rate.

G. When an employee is called in to work prior to the start of their shift, they will be paid three (3) hours straight time pay or the actual hours worked at time and one-half (1-1/2), whichever is greater. For purpose of this provision, actual hours worked shall be calculated upon arrival of the work site unless the employee arrives within one half (½) hour of the call. If the employee works into their regular shift, then the actual hours worked prior to the shift will be paid at time and one-half (1-1/2).

H. Employees working at least three and one-half (3-1/2) hours of overtime and up to eight (8) hours of overtime shall be granted a one-half (1/2) hour paid meal period.

I. Special Duty: A Custodian may be scheduled as follows:

1. When a school is to be used for meetings/functions opened to the public, organized groups or students or to individuals not employed under direct supervision of the Board.

2. When a school is to be used by teachers, administrators or other authorized Board employees on a day when they are not scheduled for work.

3. When a school is to be used by contractors hired by the Board or the City.

J. There will be no pyramiding of any premium pay.

K. Employees that take sick time of four (4) hours or more on a Friday will be considered ineligible to work overtime on the immediately following Saturday or

Sunday and shall not be charged for such overtime. However, an employee on an approved scheduled absence such as a vacation day, approved personal leave or bereavement leave will be eligible for such Saturday or Sunday overtime assignment. If the Board is unable to find a bargaining unit employee to work the overtime they shall go back and offer the overtime to the ineligible employees.

ARTICLE VI - LEAVE PROVISIONS

6.0 Paid Sick Leave

A. Each employee shall receive a leave of absence with full pay for personal or family sickness or injury at the rate of one and one-fourth (1-1/4) days a month, cumulative to a maximum of two hundred (200) days. Each employee's sick leave balance shall be listed on their paycheck.

B. Paid sick leave for any day will be allowed only if an employee reports such absence to the immediate supervisor prior to the start of the shift or as soon thereafter as possible. Extenuating circumstances will be taken into consideration.

C. An investigation by the Superintendent or designee may be made to determine the validity of a sick claim including a request for the employee involved to submit a medical certificate to substantiate the illness. In no event shall any claim for sick leave in excess of three (3) consecutive working days be approved without such employee submitting such medical certificate to their immediate supervisor.

D. Sick leave in excess of the amount stipulated in this Article may be granted by the Superintendent. Extension requests shall be presented to the Superintendent with a complete statement as to the reason and necessity for such extension; provided, however, that sick leave may be extended beyond the time earned up to a limit of thirty (30) days with pay, provided that the employee upon return to work, pays this back at the rate of three fourths (3/4) day per month, while the balance of one half (1/2) day may be credited to the employee's account. Sick leave in excess of the amount earned will not become effective until the employee has exhausted all other time due. All employees shall sign a stipulated agreement for personal liability to reimburse to the Board in monies for all time extended or balance due the Board at the time of their leaving the employment of the Board.

6.1 Personal Business Leave

Each employee hired on or after December 20, 2016, and twelve (12) month employees hired after that date shall be granted five (5) days paid personal days off in any contract year to attend weddings, graduations or other educational events or religious holidays; for situations not under the control of the employee or for legal or personal business that cannot be conducted outside regular work hours. Ten (10) month employees hired after December 20, 2016, shall be eligible for four (4) such personal days. Unless there is a legitimate reason, personal days shall not be granted on the last work day before a holiday or the first work day after a holiday or to extend vacations, or on days for which the employee had requested and been denied vacation.

Personal days shall be requested at least three (3) working days in advance, except in extenuating circumstances, on the appropriate form provided by the administration. Such days shall not be cumulative. Such requests shall not be arbitrarily or capriciously denied.

6.2 Bereavement Leave

A. In case of death in the employee's immediate family or the immediate family of their spouse, during the work year, the employee shall be entitled to a maximum of five (5) successive work days leave. Immediate family for the purpose of this section shall include spouse, child, stepchild, foster child, parent, stepparent, sibling, grandchild, domestic partner, and also any relation who is domiciled in the employee's household.

B. In case of death of the employee's brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, uncle, aunt, cousin, niece or nephew, the employee shall be entitled to a maximum of two (2) consecutive work days leave per occurrence.

C. An employee shall be entitled to one (1) day off with pay up to three (3) total days per year, to attend a funeral for individuals not listed above at the Superintendent's discretion, subject to reasonable staffing requirements.

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

6.4 Sick Leave Pay-out

Upon death or retirement, an employee or their estate shall receive, on a basis of current wage, 30% of the first 100 days of accumulated sick leave and 40% of all days over 100 days up to a maximum of 200 days.

6.5 Worker's Compensation Supplement

For an employee absent from work because of any injury or incapacity entitling the employee to compensation under the Worker's Compensation Act, the Board shall

make up the difference between compensation payments and regular wages for a maximum of two (2) years after the date of injury, so long as said person remains in the employ of the School District. The Board shall be entitled to have any such employee examined by a doctor chosen and paid for the by the Board.

6.6 Uniformed Services Leave

Any permanent full-time employee who is a member of the National Guard or Naval Militia or the Military or Naval Forces of the United States who is required to undergo field training therein, shall be entitled to leave of absence with full pay for the period of such field training not to exceed two (2) weeks per fiscal year. The said leave of absence shall be in addition to the annual vacation leave. A statement from military authorities evidencing such attendance shall be required by the Board, as well as a statement from military authorities evidencing rank, pay and allowance. Any pay paid to the employee by the Military while on leave under this article shall be returned to the District by the employee. Additional leave will be granted in accordance with the Uniformed Services Employment and Reemployment Act, as it may be amended.

6.7 Maternity, Paternity, Adoption and Foster Care Leave

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

(a) Child-Bearing Leave:

(i) An employee shall be entitled to use accrued paid sick leave during such time before the birth of the child for pre-natal care as necessitated by the employee's physician.

(ii) The period of child-bearing leave shall be the length of time during which the employee's physician certifies that the employee is incapacitated from working. The employee shall provide a letter from their physician stating when the period of incapacity commences and when the period of incapacity is anticipated to cease.

(b) Adoption, Foster Care, and Non-Childbearing Parent Leave

An employee shall be entitled to use any accrued paid personal leave as necessary for the purpose of effectuating the adoption or foster care of a child or, for a non-childbearing parent, for caring for a child after birth, and will be granted up to an additional twenty (20) days under the Superintendent's discretion when necessary to effectuate such adoption or foster care or to provide such care. An employee shall be entitled to an unpaid leave of absence immediately following the adoption of a child, the placement of the child in the foster care of the employee, or the birth of a child for non-childbearing parents

in accordance with the Family and Medical Leave Act, provided that the employee is otherwise eligible for FMLA leave, and will be entitled to additional unpaid leave for child-rearing as specified in (c)(ii) below.

(c) Child-Rearing Leave:

(i) An employee shall be entitled to an unpaid leave of absence for child-rearing purposes immediately following expiration of child-bearing leave or adoption, foster care, and non-childbearing parent leave, as set forth in Subsections a and b above.

(ii) The child-rearing leave may continue for any of up to a continuous 18-week period within the first 12 months following the birth or adoption of the child or placement of the child in the foster care of the employee or for the balance of the school year during which the child was born, placed, or adopted, whichever is longer. The employee may choose to continue the child-rearing leave into the next fiscal year. The employee may choose to continue the child-rearing leave for any or all of the first twelve weeks of the next school year in accordance with the FMLA (i.e., up until the time the baby's 1st birthday) or may remain on such leave for the entire next school year.

(iii) Such employee must notify the Superintendent in writing on or before June 1 if they will return to work at the beginning of the next school year or continue the child-rearing leave into the next school year, along with the date upon which the employee plans to return to work.

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

6.9 Unpaid Leave

A. Upon written request and with the approval of the Board, a leave of absence for a specific purpose and for a specific period not exceeding one (1) calendar year may be granted to the employee of the Board without pay and without loss of seniority.

B. All employees on a leave of absence will be sent in the regular mail to their last known address, postings for available positions in Local 1186.

C. Any individual on leave of absence who wishes to return to the District either during that leave or after the leave ends, may return to an open, posted available position for which the employee is qualified. The Board shall not withhold the posting of a position in order to circumvent this provision.

D. At the conclusion of an individual's leave of absence, they must post for the first position in their pay grade for which they are qualified. They will be awarded that position in their pay grade based upon seniority in that pay grade.

E. A person on leave of absence will have preference for a vacant position in their pay grade over a person in a lower pay grade who has more seniority than the person on leave of absence.

F. The person at the conclusion of their leave of absence, must take the first available position in their pay grade or lose the right to recall.

G. An individual either on leave of absence or after the end of their leave of absence, may bid for a lower salary grade position based on their seniority and qualifications and return to the District. (A person on leave or after a leave ends does not have to post for a lower salary grade).

H. An individual following the end of their leave of absence, may be under this recall provision for a maximum of two years from the end of that leave.

I. Time on leave of absence prior to October 10, 2012 counts toward seniority.

J. Except as specified by the Family and Medical Leave Act (FMLA), employees on an unpaid leave of absence will be required to pay for their health insurance starting the first full month following the commencement of such leave at the applicable premium cost rate (as defined in Article 11.7) if they choose to continue such insurance.

6.10 Jury Duty Leave

Employees summoned to jury duty will be paid the difference, if any, between the pay for jury service and their regular day's pay; provided that the employee notifies the Department Head at the time of receipt of summons, furnishes proof of jury service and any payment received, and reports back to the department for work on any day or portion thereof when the jury is not in session.

6.11 Sick Leave Bank

A. A sick leave bank is hereby established to be used for instances of hardship. Any employee may contribute up to ten (10) days of sick leave to the bank in any given contract year and any days contributed by an employee shall be deducted from their accumulation of sick leave. Each year a maximum of two hundred (200) days may be granted by the bank. Semi-annual reports shall be submitted to the Union.

B. A committee shall be established yearly consisting of two (2) persons designated by the Union and two (2) persons designated by the Superintendent. The committee shall develop procedures for the applying for and granting of sick leave from the bank. The committee shall: (1) require a doctor's certificate

regarding the sickness; (2) limit to thirty (30) the number of days granted to any employee at one time; (3) consider the seriousness, nature and projected duration of the illness or disability involved; and (4) consider the applicant's prior record of sick leave use. Additional committee criteria may be added.

C. An employee returning to work following a sick leave which utilized days from the sick leave bank shall not need to pay back sick days granted to them from the sick bank.

The granting of any sick leave days shall be by majority vote of the committee members and such vote shall be final and not subject to the grievance procedure.

ARTICLE VII - VACATIONS

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

7.1 An employee who has completed one (1) year of continuous service shall be entitled to a second week of vacation with pay.

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

Two (2) years up to and including seven (7) years----------Fifteen (15) working days

Eight (8) years or more ----------Twenty (20) working days

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

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

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

7.5 A. The vacation period will be set by mutual agreement between the Superintendent or designee and the employee except that seniority shall govern preference, provided the building or the department's efficiency is not impaired.

An employee may be permitted to take more than one (1) week of their total vacation in any calendar year when school is in session.

B. Except in unusual circumstances approved in advance by the Superintendent, security personnel should not schedule vacation time when school for students is in session.

C. The following procedure shall be utilized for the request and approval of vacation for Custodians:

1) The vacation year shall be July 1 to June 30. Employees are expected to submit vacation requests by May 31 of each year. Employees may request up to four weeks of vacation time or their annual earned allotment of vacation, whichever is less. Requests submitted by May 31 shall be approved in order of seniority. The Board shall notify each employee of the status of their request (approved or denied) no later than June 15.

2) After such initial requests are made, all other requests shall be considered on a first-come first-served basis. Once a vacation request is approved, the employee shall not be bumped out of their vacation request by a more senior employee.

3) A maximum of four (4) Custodians assigned to the High School will be allowed to take vacation at any one time. A maximum of two (2) Custodians assigned to Slade School and at least two (2) Custodians assigned to Pulaski School will be allowed to take vacation at any one time. At all other schools, a maximum of one Custodian will be allowed to take vacation at any one time. The foregoing shall not prevent the board from allowing, at its discretion, more than the maximum number of Custodians to take vacation leave at any one time.

4) No more than five (5) vacation days per year may be taken during the Spring recess, the first week of summer shutdown, the week prior to the start of school, and the first week of school.

5) For all but the initial vacation requests submitted under #1 above, the following timelines shall normally apply:

Number of days requested	Request must be made:	Answer given to employee no later than:
5 days or more	At least 2 weeks in advance	5 working days from request date
Less than 5 days	One week in advance	2 working days from request date

In the event that an employee is not given an answer in the timeframe as set forth above, they may call the Director of Talent and Equity in order to expedite the matter.

The foregoing shall not prevent the Board from approving, at its discretion, a request to take vacation leave that is made outside of the timelines above.

7.6 Any accrued pro-rata vacation pay due an employee at the time of voluntary termination shall be paid pursuant to applicable law.

7.7 In the event of the death of an employee, the employee's estate shall receive any accrued pro-rata vacation pay.

7.8 When a holiday as specified in the following Article XI occurs during a regular vacation, said holiday shall not be charged against the employee's earned vacation time.

7.9 It is agreed that employees may bank one (1) week of their annual earned vacation leave to a maximum of three (3) weeks banked.

7.10 If the Board implements a summer shutdown, Union members are not required to schedule their vacation during that time period. However, employees electing to take five (5) vacation days during the scheduled shutdown will earn one (1) bonus day; employees electing to take ten (10) vacation days during the scheduled shutdown will earn two (2) bonus days.

7.11 Employees may take one (1) additional week of vacation per year. Requests must be made in writing prior to January 1st or June 1st for the following sixth-month period. Requests must be submitted in accordance with the procedure set forth by the Office of Personnel & Talent Development.

The purchasing of this time will affect the members' contributions and credit for time worked towards retirement, similar to an unpaid leave of absence.

The extra time will be added to the employee's current vacation balance. If the purchase of the extra days pushes places an employee above the maximum allowed banked vacation days the employee will not be eligible to purchase the additional week of vacation. Deductions will be taken out over 10 payments.

ARTICLE VIII - DISCIPLINARY PROCEDURE

8.0 No employees covered by this Agreement will be discharged or disciplined except for just cause. Consistent with the just cause standard, the administration will follow progressive discipline except in instances where the conduct at issue is sufficiently egregious such that steps of progressive discipline may be skipped or the administration may move directly to termination.

8.1 Other than in the case of probationary employees, any disciplinary action including discharge may be appealed through the grievance procedure of the Agreement. Any disciplinary action other than an oral warning shall be stated in writing, giving the reason for same, and a copy given to the employee and the Union Steward at the time of such action. Following this opportunity, the disciplined employee shall also have the right to respond to the action in writing within twenty (20) working days and to have that response filed in their personnel file.

8.2 Any employee required to meet with a member(s) of the Administration on matters which could adversely affect the status of the employee, shall be entitled to have Union representation.

8.3 After a period of (3) years all written warnings shall be removed from the employee's personnel file in the Office of Personnel & Talent Development in accordance with applicable laws.

ARTICLE IX - HOLIDAYS

9.0 The recognized paid holidays shall be as follows:

New Year's Day
Martin Luther King, Jr. Day
President's Day
Good Friday
Memorial Day
Juneteenth
Independence Day
Labor Day
Indigenous People's Day
Veteran's Day
Thanksgiving Day
The day after Thanksgiving
The last working day before Christmas
Christmas
The next regular work day after Christmas

There may be an occasion where the Congress of the United States and/or the Legislature of the State of Connecticut proclaim a one-time holiday. On this occasion that day will be treated as a paid holiday for that one-time event.

9.1 Holidays falling on a Saturday shall be observed on the preceding workday.

9.2 Holidays falling on a Sunday shall be observed on the following workday.

9.3 No holiday pay shall be paid to an employee who is under suspension.

9.4 If a holiday occurs while an employee is out on sick leave, such holiday shall not be charged against the employees' sick leave account.

ARTICLE X - WAGES / LONGEVITY

10.0 The Compensation Plan for employees covered under the Agreement is set forth in Appendix A. An employee, after having served one (1) year or twelve (12) months in their pay grade will advance to the next step of the pay plan. The implementation of this higher rate will become effective the first full workweek after such twelve (12) month period.

10.1 An employee temporarily required and assigned to work in a higher classification shall receive an adjusted rate while working in the higher class. This adjusted rate shall be at that step in the high classification which provides at least one full step in the current classification, but shall not result in placement on a step higher than that to which such person would have been entitled if originally appointed to such position. Whenever a permanent vacancy occurs which the Board intends to fill, a promotion to such position shall normally be made within ninety (90) days and, in the event an employee is temporarily assigned to such positions for more than ninety (90) days, written reasons therefore shall be given to the Union Vice-President.

10.2 Any employee promoted to a new classification shall receive an adjusted rate. This adjusted rate shall be that step in the higher classification which provides at least one full step in the current classification, but shall not result in placement on a step higher than that to which such person would have been entitled if originally appointed to such position.

10.3 For each employee covered by this Agreement with a minimum of ten (10) years of continuous service, the following amounts shall be added to such employee's annual salary for the years of service completed by April 1st of each year. New employees hired after ratification of the 2018-2023 Agreement will no longer be eligible for longevity payments.

For ten (10) through fourteen (14) years service	$350
For fifteen (15) through nineteen (19) years service	$425
For twenty (20) or more years service	$550

Such longevity payments shall be made during the month of June each year.

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

Employees on the second and third shift shall receive $2.00 per hour in addition to their regular rate.

10.5 Whenever employees are assigned to snow plowing or sanding operations, they shall be compensated at the 8A pay rate.

10.6 In the event the Board decides to modify the job description of a bargaining unit position, the Board shall notify the union in writing. The union may request a meeting with the Superintendent or designee to negotiate the impact, if any, of such modifications.

ARTICLE XI - INSURANCE

11.0 Health & Dental Insurance

A. The Board shall provide the Delta Dental Plan in effect as of June 30, 2017.

B. The Board shall provide a High Deductible/Health Savings Plan ("HSA") shall be the insurance plan for all eligible employees. The deductible for the HSA plan shall be $2,000 for single coverage and $4,000 for family coverage. The deductibles shall increase to $2,500 and $5,000 respectively effective July 1, 2024.

The Board will fund fifty percent (50%) of the applicable HSA deductible amount for each full-time employee who elects coverage under the High Deductible/HSA. The Board's contribution will be deposited into the employee HSA accounts as follows: one fourth (¼) of the applicable amount on July 1st of each year and the remaining three fourths (¾) on October 1st of each year.

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 relates to the manner in which the deductible shall be funded for actively employed employees.

The co-pay for prescriptions after the deductible will be as follows:

$10 for generic retail
$30 for brand formulary retail
$45 for brand non-formulary retail

Covered members must obtain a prescription through mail order after the third prescription and receive a 100-day supply at two times the rates listed above (i.e. $20, $60, $90 respectively)

The Board and the employees shall pay the following percentages of the costs for coverage in the High Deductible/HSA plan:

	2023-24 (Upon Ratification of 23-26 Contract)	2024-2025	2025-26
Board	85.5%	85%	84.5%
Employee	14.5%	15%	15.5%

C. All employees who are not eligible for the HSA shall be eligible for the insurance plan listed below:

Blue Shield Century Preferred with Vision Care and Prescription:

(a) The co-pay for medical visits will be as follows:

(i) No co-pay for "well" visits; $30 for primary care office visits; $45 for specialists
(ii) The emergency room visit co-pay will be $200 (waived if admitted).
(iii) The hospital co-pay for inpatient stays will be $500/day to $2,000 per stay. The hospital co-pay for outpatient surgical procedures will be $500 per outpatient admission.
(iv) The urgent care co-pay will be $75.
(v) The out-of-network deductibles will be $1,000/$2,000/$2,000.
(vi) The out-of-network out-of-pocket maximums will be $2,500/$5,000/$5,000.

(b) The co-pay for prescriptions currently provided will be as follows:

$10 for generic retail (34-day supply)
$30 for brand formulary retail (34-day supply)
$45 for brand non-formulary retail (34-day supply)

Covered members must obtain a prescription through mail order after the third prescription and receive a 100-day supply at two times the rates listed above (i.e. $20, $60, & $90 respectively)

(c) PPO Premium Cost Sharing.

	2023-24 (Upon Ratification of 23-26 Contract)	2024-2025	2025-26
Board	84%	83.5%	83%
Employee	16%	16.5%	17%

11.1 Life Insurance

Employees participate in a group life insurance plan of the Board in the amount of $50,000 (individual only) during the term of employment and $10,000 at the time of retirement at the Board's expense (with no premium cost sharing) with coverage terminating at age 65.

During the term of employment, an employee may purchase, at their own expense, up to an additional $150,000 of life insurance coverage (for a maximum total of $200,000 inclusive of the $50,000 provided by the Board), provided, however, that such additional life insurance may only be purchased in $10,000 increments and in accordance with the requirements of the life insurance company.

Upon retirement, employees who qualify under the provisions of Article 11.4 may elect to participate in a group life insurance plan in the amount of $20,000 (with no premium cost sharing) for a period of five (5) years. Thereafter, such retirees will receive the same life insurance coverage as other retirees (i.e., $10,000 until age 65).

11.2 Pension

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

11.3 Alternative Health Insurance

An employee covered by alternative insurance has the option to forego insurance provided by the Board. After proof of alternative coverage, the employee will receive a cash payment of $1,000 in lieu of any insurance coverage. The employee must request this option by April 1st of each year.

11.4 Voluntary Retirement

A. In order to be eligible for the voluntary retirement benefit in this article, an employee at the time of retirement must have had continuous service in this unit prior to January 1, 1997. Employees whose continuous service in this unit began after January 1, 1997 will not be eligible for this retirement benefit.

B. Board employees eligible for retirement who ask for a voluntary retirement of their own free will shall receive, upon retirement, continued health, vision and dental benefits, at the Board's expense as outlined in the present contract, including applicable premium cost share, subject to amendments and/or

modifications during the applicable period, pursuant to collective bargaining, until a five (5) year period of retirement by a retiree is reached. Thereafter, such retirees will receive the same options as other retirees.

C. A letter will be given to each prospective voluntary retiree prior to such employee's voluntary retirement explaining said retiree's status for the five (5) year period.

D. Employees choosing voluntary retirement will receive payment for all accrued contract benefits at the time of their retirement.

E. Any employee choosing voluntary retirement must provide at least ninety (90) days notice unless special arrangements have been made with the Superintendent or designee.

F. Any employee who has qualified for retirement payments under Plan B of the Municipal Employee's Retirement Fund shall be entitled to the benefits of this section.

G. At the end of the five (5) year period, the retiring employee shall revert back to the then existing schedule of applicable benefits.

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

11.6 It is agreed that the $1,000 Life Insurance Coverage will be continued for those employees retired prior to the effective date of Plan B.

11.7 Premium Cost Sharing

The term "Premium Cost" as used herein shall mean the premium rate that each carrier charges or would charge the Board to provide the benefits listed above for each level of coverage (i.e., individual, two-person and family) whether or not the Board funds such benefits on a fully-insured basis or a self-insured basis. Upon a written request, the Board shall provide the Union with a written statement of the premium rate that each carrier charges or would charge the Board to provide the benefits of the particular insurance program for each level of coverage.

Each employee will be offered the option of selecting the health care plan during open enrollment period each April for implementation on July 1.

The premium cost-sharing amount for which the employee is responsible shall be automatically deducted from the employee's pay in each paycheck on a pro-rata basis. In accordance with Internal Revenue Service Regulations, the Board agrees to continue a Section 125 Plan under which an employee may designate pre-tax dollars for certain medical costs such as premium cost sharing amounts, deductibles, co-insurance charges and certain medical care not covered under existing insurance programs.

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

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

2. Each employee desiring to participate in the FSA must apply for participation and enroll by submitting completed forms provided by the Board during the open enrollment period in the month of May.

3. Each employee wishing to participate in the FSA must inform the Board in writing during open enrollment in the month of May of the amount they wish to contribute to the account during the plan year (a minimum of $250 to a maximum of $2,500 per plan year for health reimbursement, a minimum of $500 to a maximum of $5,000 per plan year for dependent care), which shall be divided by the number of payroll periods scheduled for the plan year to determine the amount to be deducted from each paycheck during that plan year.

4. As a condition precedent to the establishment of an account under the Plan, the employee must submit to the Plan Administrator, on forms approved by the Board, written authorization for the Board to deduct from their salary, the amounts to be diverted to their plan account, which shall be the same amount from each paycheck issued during the plan year. As a further condition, the employee shall pay, by authorized automatic payroll deduction, the monthly charge for participation in said plan attributable to them.

5. The Board makes no representations or guarantees as to the initial or continued viability of this salary reduction agreement, and shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax-exempt status of employee insurance premium contributions. So long as the Board makes a good faith effort to comply with this paragraph, neither the Association of any employee covered by this Agreement shall make any claim or demand, nor maintain any action against the Board or any of its members or agents for taxes, penalties, interest or other cost of loss arising from a flaw or defect in the salary reduction agreement, or from a change in law which may reduce or eliminate the employee tax benefits to be derived there from.

11.8 Change of Carrier

If the Board finds it desirable to obtain equivalent coverage from alternative carriers, at no additional cost to the employee, the Union agrees to negotiate regarding such change of coverage upon written notice from the Board of such intent. If the parties are unable

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

11.9 Reimbursement for Losses

The Board shall allocate a sum not to exceed $6,500 per year for the purpose of reimbursing the employees for loss or damage to their cars or other personal property, excluding cash, incurred while in the performance of duty. Payment for loss or damage shall not duplicate those losses covered by the employee's insurance. All reimbursements for the foregoing will be held until the end of the fiscal year, at which time reimbursement will be made in full if the amount allocated is sufficient for such purposes, otherwise prorated reimbursements will be made according to the demands made on the allocated fund of $6,500 per year upon reasonable notice by the Union and the Board shall issue an accounting of all disbursements made under this Section.

11.10 Disability

Any employee of Local 1186, who has been retired by reasons of physical or mental disability, pursuant to the provisions of Section 7-432, Connecticut General Statutes, may be required by the State of Connecticut to submit to a re-examination. Such examination is to be conducted by a surgeon or physician appointed by the State Employees Retirement Commission and paid for either by said Commission or the Board of Education. Should the employee be found capable of returning to active duty, the employee shall be reinstated at the pay grade and step held at the time of the employee's retirement under terms of the Local 1186 Contract in force at the time of reinstatement. In the event said retired member shall fail to comply with the order for re-examination, or if after re-examination shall fail to comply with the request of the Board or State to return to duty, said Board or State shall have the power to stop further pension payments until the order has been complied with. This section shall apply to all members effective the signing date of the Agreement.

ARTICLE XII - SAFETY AND HEALTH

12.0 The Board shall make reasonable provisions for the safety and health of its employees during the hours of their employment, including the furnishing of foul weather gear, boots and gloves, protective helmets, authorized safety glasses or goggles to those employees exposed to severe elements or required to work in hazardous locations. Maintenance Department employees shall be provided with one pair of overalls.

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

ARTICLE XIII - GRIEVANCE PROCEDURE AND ARBITRATION

13.0 For the purpose of this Agreement, a grievance shall be defined to mean a dispute between the Union with the Board over the interpretation or application of a specific section of the Agreement. No grievance may be filed with the immediate supervisor after fifteen (15) working days of the event giving rise to it or when the Union knew or should have known of the event. When filed, a grievance shall be handled in accordance with the procedure set forth below.

13.1 A representative of the Union shall first discuss such grievance with the next immediate supervisor excluded from the bargaining unit, who shall answer within five (5) working days. If no satisfactory settlement is reached at this step, the grievance shall be put in writing by the Union, setting forth the specific section of the Agreement involved and may be submitted to the Superintendent or designee within five (5) working days from the date on which the supervisor answered.

13.2 The Superintendent or designee will meet within five (5) working days of receipt of the grievance with the Union, and aggrieved employee if appropriate, in an effort to resolve the grievance. The Superintendent or designee will answer in writing within five (5) working days after such meeting.

13.3 If the grievance is not resolved to the Union's satisfaction, it may be appealed to the Board within (10) working days of the receipt of the Superintendent's decision. The request shall be submitted in writing to the Superintendent who shall attach all related documents and forward the request to the Board. The Board or committee thereof composed of not less than three (3) members will hold a hearing with the employee as soon as practicable after receipt of the written grievance and render a decision in writing within ten (10) working days of the hearing. If the Board does not meet with the Union within forty (40) working days on non-termination grievances or within thirty (30) working days on termination grievances, the Union may proceed to the next step of the grievance procedure.

13.4 If the grievance is not settled, the Union may, within thirty (30) calendar days of the receipt of the Board's answer, submit the grievance to the State Board of Mediation and Arbitration for arbitration in accordance with its procedure. The Arbitrator(s) selected shall hear and decide only one (1) grievance at a time. The award shall be final and binding as provided by law. The Arbitrator(s) shall be bound by and must comply with all the terms of the Agreement and shall have no power to add to, subtract from or in any way, modify the provisions of this Agreement

13.5 Any time limits specified within this article may be extended by mutual agreement of the Union and the supervisor, provided that if a grievance is not submitted to a higher step in the above procedure, it shall be deemed settled on the basis of the Board's answer in the last step considered.

13.6 In the event the Board fails to answer a grievance at any step within the time limits set forth in this Agreement, the grievance may be taken to the next step at the option of the

employee or the Union.

13.7 The management employee shall signify when answering a grievance, in writing, at what step of the procedure they are answering.

13.8 Union Business Leave

A. Authorized Union Functions: Union officers and/or delegates, not to exceed four (4) shall be granted leave with pay not to exceed one (1) week each, per year, to attend officially sponsored meetings, conferences or conventions, providing no compensation for lost time is received by the employee from the Union. Prior notification of such leave of absence must be given to the Superintendent.

B. Union representatives shall be authorized to handle grievances. When necessary, two (2) representatives may adjust a grievance. Such representatives shall be permitted to adjust grievances during working hours without loss of pay up to a maximum of sixteen (16) hours per month, provided that they shall notify their immediate supervisor when leaving their workplace for such purposes. Permission to leave will not be unreasonably withheld provided that the absence does not disrupt building operations.

C. Two (2) officers of the local Union shall be permitted time off without loss of pay for all time spent at arbitration and/or Labor Board hearings and related conferences. The same shall apply for the principal participants as mutually agreed upon by the Superintendent and the Union.

D. Four (4) officers and/or designees of the local Union specified at the commencement of the negotiations, shall be permitted time off to participate in negotiations for renewal or modification of this contract under Article XVI without loss of pay for any hours during which they would have been scheduled to work.

E. A member of the Union who serves in the capacity of Local 1186, President or Vice-President, Chief Steward, Steward or general members, shall be allowed a total of five (5) hours each per month to attend internal union meetings provided that the absence does not disrupt building operations. Permission to leave will not be unreasonably withheld.

ARTICLE XIV - COMPLETE AGREEMENT

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

ARTICLE XV - NON-DISCRIMINATION

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

ARTICLE XVI - PAST PRACTICE

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

ARTICLE XVII - DRESS CODE

17.0 The New Britain Board of Education believes that all staff members are models for students. All school personnel should present a professional impression in their dress and appearance. Custodial, Maintenance and Campus Safety personnel are expected to wear school district logo shirts when school is in session. Dress down days must be approved by the Superintendent. Insulated gloves, winter coats, composite shoes, and steel-toed shoes shall be added to the list of approved safety gear for Custodial, Maintenance personnel.

17.1 Custodial, Maintenance and Campus Safety Officer employees will be reimbursed up to $300 per year for necessary uniforms and/or safety gear through the Board's vendor. Nurses will be reimbursed up to $200 per year for scrubs and work appropriate shoes upon submission of a receipt. In addition, Custodial, Maintenance and Campus Safety Officer employees shall be reimbursed up to an additional $100 from other vendors when they bring in a receipt. The parties will establish a uniform/safety gear list for each group of employees and the Director of Facilities will facilitate reimbursement to employees.

ARTICLE XVIII - TUITION REIMBURSEMENT

18.0 Upon prior approval of courses by the Superintendent or designee, the Board will reimburse bargaining unit members, one-half (1/2) of tuition costs, up to nine (9) semester hours per year.

18.1 All employees who are required by Connecticut State Law, in order to maintain their existing positions, to participate in a refresher course shall be reimbursed seventy-five percent (75%) of the tuition costs for all semester hours needed to fulfill the required courses.

ARTICLE XIX - USE OF PERSONAL VEHICLE

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

ARTICLE XX - NEW BARGAINING UNIT WORK

20.0 Bargaining unit work shall not be offered to non-bargaining unit personnel if there are bargaining unit employees in the appropriate category available to perform such work.

ARTICLE XXI - EMPLOYEE ASSISTANCE PROGRAM

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

ARTICLE XXII - PERSONNEL FILES

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

(a) Upon forty eight (48) hours written notice to the Office of Personnel and Talent Development, each bargaining unit employee shall have access to their personnel file and have the right to review and reproduce material in their personnel file.

(b) Each bargaining unit employee shall have the right to respond to and document derogatory material filed in their personnel file and that response shall be attached to the file copy.

(c) Documents filed in the personnel file shall be maintained in accordance with current state law.

ARTICLE XXIII - EVALUATIONS

23.0 The Board of Education and the Union are in agreement that bargaining unit members who have completed their probationary periods should be evaluated on their job performance at least every two years. Evaluations should normally be completed and forwarded to the Office of Personnel and Talent Development by June 30th each year the evaluation is conducted.

(a) The supervisor or designee and the bargaining unit employee will meet and discuss the strengths and weaknesses of the employee.

(b) No evaluations will be submitted to the employee's file without the signature of the evaluator and offering the employee an opportunity for signature. The employee's signature does not necessarily indicate approval of the evaluation. A copy of the evaluation will be given to the employee at the time of review.

(c) There may be no additions or attachments to the completed evaluation document without the signature of the evaluator and the opportunity for review and signature by the employee.

(d) The employee shall have the right to designate particular areas of disapproval and may do so in writing within twenty (20) working days. Written employee responses will be attached to the evaluation document in the personnel file.

(e) The administration will call the union steward if any employee is being given a less than satisfactory evaluation.

ARTICLE XXIV - LAYOFF AND RECALL

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

24.1 The Board shall notify the Union and the employee at least four (4) weeks in advance of any layoff of a bargaining unit member. Such notification shall be confirmed in writing no less than two (2) weeks prior to the employee's layoff date.

24.2 The Board or its designated representative shall give the Union the opportunity to discuss any proposed layoff and shall consider any alternatives to such proposed layoff suggested by the Union. Such alternatives might include, but are not limited to, early retirement, attrition, transfer or leave of absence.

24.3 Regardless of the source of funding, in the event of a layoff in any given classification, the order of layoff in such classification shall be as follows:

a) substitute employee

b) temporary and seasonal employees

c) part-time employees (working less than the standard work week for the classification)

d) full-time employees serving a probationary period

e) permanent, full-time ten month employees with the least seniority

f) permanent, full-time twelve-month employees with the least seniority.

24.4 Within two (2) weeks of receipt of notice of layoff, an employee may notify the Superintendent in writing that such employee has the qualifications and demonstrated ability to perform a job in a lower classification held by another employee who has less seniority. Upon receipt of such notice, the Superintendent or designee shall reassign the employee to the lower classification if the employee has the requisite qualifications and demonstrated ability. Any employee who is denied such reassignment is entitled to

receive a written response why their request is denied within fifteen (15) working days of such request. The employee is entitled to pursue denial of their request through the grievance process.

24.5 Any employee who is laid off may request that their name be placed on a reemployment list(s). An employee shall be entitled to specify placement on the reemployment list for any and all classifications in which they held permanent status or in any lower classification for which the employee has the qualifications and demonstrated ability.

24.6 The names of employees shall be arranged on the reemployment list in order of seniority and shall remain thereon for a period of two (2) years. The Union is to receive a copy of the recall list within ten (10) working days after employees have been notified in writing of the pending layoff.

24.7 An employee appointed from a reemployment list to a position in their former classification shall be paid at the same step as held when they were laid off.

24.8 In the event of an employee being recalled to a lower classification or being assigned to a lower classification in lieu of layoff, such employee will be paid at that step in the lower classification which is closest to but not more than their previous step.

24.9 Employees on a recall list shall be rehired in accordance with their qualifications in a classification and seniority and there shall be no appointments from outside the bargaining unit to such classification until employees on such recall list have been offered reemployment. Qualifications are defined as having successfully served in the position or having passed the examination for that position within the past two years.

24.10 An employee who fails to accept recall after layoff within fourteen (14) calendar days after notice of an available position has been sent by registered mail to the employee's last known address, shall be removed from such recall list. Employees are responsible for informing the Board of any changes to their mailing address for this purpose.

24.11 In instances where there is a reassignment or reduction in hours unrelated to the performance of the employee, before new employees are hired in their former job, such employee shall be transferred back to their former job, title and pay grade.

24.12 The following Union representatives who are employees shall have top seniority during their terms of office in all cases of a decrease in a working force: President, Executive Vice-President, Vice-President, Treasurer, Secretary, Trustee, Sergeant-At-Arms, Chief Steward and Steward.

ARTICLE XXV - PROFESSIONAL EMPLOYEE PROVISIONS

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

ARTICLE XXVI - SUCCESSORSHIP

26.0 If the Board of Education sells, leases, assigns, contracts out, subcontracts, transfers, merges, engages in reorganization or shutdown, partial transfer, partial subcontracting, partial shutdown, sale, lease-back arrangement of any Board of Education function or portion thereof affecting current members of this bargaining unit, the Board of Education shall inform the Union of its intent at least thirty (30) days in advance and will comply with its obligations under MERA.

26.1 Should the Board of Education undertake such action as contained in Section 26.0 above, the Board of Education shall inform the purchasee, lessee, assignee or successor, of the terms and conditions of employment, or of the existing contract.

26.2 Bargaining unit employees shall have the option to elect employment with the Board of Education in accordance with the terms of this Article, or seek employment with the entity as contained in Section 26.0 above.

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

ARTICLE XXVII - SAVINGS CLAUSE

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

ARTICLE XXVIII - DURATION AND RENEWAL

28.0 This Agreement shall be binding upon the Board and the Union from the first day of July, 2023 and shall continue in full force and effect until midnight of the thirtieth day of June, 2026 when it shall expire, provided that if neither party gives the notice provided for in Section 28.1 this Agreement shall automatically renew itself for additional periods of one (1) year, each and all provisions shall remain in effect with the same force as during the original term thereof. It is the intention of the parties entering into this Agreement to maintain a harmonious relationship between them recognizing the legitimate needs of the employees covered as well as the obligation of the Board to the Public.

28.1 If either the Union or the Board desire to meet for the purpose of negotiating changes or modifications in the provisions of this Agreement, they shall give written notice of such desire to the other by certified or registered mail not more than one hundred fifty (150) nor less than one hundred twenty (120) days prior to the expiration hereof.

FOR THE BOARD

Joseph Listro, President

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

Mike Hanis, Vice President

Craig Cote, Chief Steward

Nadja Davis, Nurse Steward

Jon Lamson, MIS Steward

Gary Brochu, Staff Representative Attorney
Council 4, AFSCME, AFL-CIO

Dated at New Britain, Connecticut this 6 day of May, 2024

APPENDIX A
WAGE SCHEDULES
JULY 1, 2023 - JUNE 30, 2024
(3.25% GWI – Retroactive to 7/1/23)

		7/1/23-6/30/24			
PAYGRADE		**Step 1**	**Step 2**	**Step 3**	**Step 4**
Network Specialist - 40 hrs	**12A**	86,320	89,045	91,707	99,653
	HOURLY	41.50	42.81	44.09	47.91
Facilities Support Specialist - 40 hrs Computer System Specialist - 40 hrs Software Specialist - 40 hrs Software Specialist -12 hrs – Adult Ed	**11A**	69,077	71,282	73,424	79,643
	HOURLY	33.21	34.27	35.30	38.29
Staff Accountant - 37.5 hrs Communications Support Specialist - 37.5 hrs	**11B**	64,760	66,827	68,835	74,666
	Hourly	33.21	34.27	35.30	38.29
School Nurse (184 dys) 1319.28 hrs Audiometrist (184 dys) 1319.28 hrs	**10 B & 10 C**	59,697	61,584	63,418	68,774
	HOURLY	45.25	46.68	48.07	52.13
Audiometrist (184 dys)1319.28 hrs LPN (184 dys) 1319.28 hrs Speech Assistant (184 dys) 1319.28 hrs OT/PT Assistant (184 dys) 1319.28 hrs	**9 B & 9 C**	49,051	50,528	52,006	56,478
	HOURLY	37.18	38.30	39.42	42.81
Carpenter/Maintenance - 40 hrs Electrician/Maint - 40 hrs HVAC/Maint - 40 hrs Plumber - 40 hrs	**8 A**	61,069	63,648	66,165	72,280
	HOURLY	29.36	30.60	31.81	34.75
Junior Accountant - 37.5 hrs	**8 B**	53,742	56,160	58,500	64,253
	HOURLY	27.56	28.80	30.00	32.95
Painter - 40 hrs Maint. Mechanic - 40 hrs Maint. Mechanic - Equip - 40 hrs NBHS - Secretary to Prin - 40 hrs Maint. Mechanic Assistant – 40 hrs	**7 A**	56,202	58,427	60,819	66,851
	HOURLY	27.02	28.09	29.24	32.14
Attendance Officer 1 - 37.5 hrs Computer Repair Specialist II - 37.5 hrs Senior Payroll Assistant - 37.5 hrs Registrar - 37.5 hrs	**7 B**	52,689	54,776	57,018	62,673
	HOURLY	27.02	28.09	29.24	32.14

PAYGRADE		7/1/23-6/30/24 Step 1	Step 2	Step 3	Step 4
Custodian I - 40 hrs School Secretary I (NBHS-Main Office) - 40 hrs	**6 A** **HOURLY**	52,749 25.36	54,725 26.31	56,659 27.24	62,088 29.85
School Secretary I - 37.5 hrs Admin. Secretary II - 37.5 hrs Bookkeeper II - 37.5 hrs Payroll Assistant - 37.5 hrs Transportation Specialist – 37.5 hrs	**6 B** **HOURLY**	49,452 25.36	51,305 26.31	53,118 27.24	58,208 29.85
Sch Secretary I - (10 months) 190 days - 37.5 hrs	**6 C** **HOURLY**	36,138 25.36	37,492 26.31	38,817 27.24	42,536 29.85
Receptionist/Switchboard Operator - 40 hrs	**5 A** **HOURLY**	50,565 24.31	52,458 25.22	54,434 26.17	59,592 28.65
Admin Clerk - 37.5 hrs (Grandfathered) Admin Secretary I - 37.5 hrs Bookkeeper I - 37.5 hrs Reproduction Technician - 37.5 hrs Computer Repair Specialist - 37.5 hrs	**5 B** **HOURLY**	47,405 24.31	49,179 25.22	51,032 26.17	55,868 28.65
Campus Safety Officer I - 40 hrs Security Monitor - 40 hrs	**4 A** **HOURLY**	49,670 23.88	51,459 24.74	53,394 25.67	58,344 28.05
Technology Assistant - 37.5 hrs	**4 B** **HOURLY**	46,566 23.88	48,243 24.74	50,057 25.67	54,698 28.05
Campus Safety Off I-(10 months) 185 dys - 40 hrs	**4 C** **HOURLY**	35,342 23.88	36,615 24.74	37,992 25.67	41,514 28.05
Admin. Clerk - 37.5 hrs Switchboard Operator - 37.5 hrs Clerk Typist II - 37.5 hrs	**3 B** **HOURLY**	45,747 23.46	47,346 24.28	49,140 25.20	53,762 27.57
Clerk (10 mo) 190 days 5 prior and 5 after Clerk (10 mo) 190 days	**3 C** **HOURLY**	33,431 23.46	34,599 24.28	35,910 25.20	39,287 27.57
Family Education Specialist (10 Mo) 180 - 5 hrs	**2 C** **HOURLY**	18,828 20.92	19,458 21.62	20,187 22.43	22,185 24.65

WAGE SCHEDULES
JULY 1, 2024 - JUNE 30, 2025
(3.00% GWI)

		7/1/24-6/30/25			
PAYGRADE	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**
Network Specialist - 40 hrs	**12A**	91,707	94,453	98,550	102,648
	HOURLY	44.09	45.41	47.38	49.35
Facilities Support Specialist - 40 hrs Computer System Specialist – 40 hrs Software Specialist - 40 hrs Software Specialist – 12 hrs – Adult Ed	**11A**	73,424	75,629	78,832	82,035
	HOURLY	35.30	36.36	37.90	39.44
Staff Accountant - 37.5 hrs Communications Support Specialist - 37.5 hrs	**11B**	68,835	70,902	73,905	76,908
	Hourly	35.30	36.36	37.90	39.44
School Nurse (184 dys) 1319.28 hrs Audiometrist (184 dys) 1319.28 hrs	**10 B & 10 C**	63,431	65,318	68,075	70,832
	HOURLY	48.08	49.51	51.60	53.69
Audiometrist (184 dys)1319.28 hrs LPN (184 dys) 1319.28 hrs Speech Assistant (184 dys) 1319.28 hrs OT/PT Assistant (184 dys) 1319.28 hrs	**9 B & 9 C**	52,046	53,563	55,872	58,167
	HOURLY	39.45	40.60	42.35	44.09
Carpenter/Maintenance - 40 hrs Electrician/Maint - 40 hrs HVAC/Maint - 40 hrs Plumber - 40 hrs	**8 A**	65,562	68,141	71,302	74,443
	HOURLY	31.52	32.76	34.28	35.79
Junior Accountant - 37.5 hrs	**8 B**	57,837	60,255	63,219	66,183
	HOURLY	29.66	30.90	32.42	33.94
Painter - 40 hrs Maint. Mechanic - 40 hrs Maint. Mechanic - Equip - 40 hrs NBHS - Secretary to Prin - 40 hrs Maint. Mechanic Assistant – 40 hrs	**7 A**	60,174	62,650	65,749	68,848
	HOURLY	28.93	30.12	31.61	33.10
Attendance Officer 1 - 37.5 hrs Computer Repair Specialist II - 37.5 hrs Senior Payroll Assistant - 37.5 hrs Registrar - 37.5 hrs	**7 B**	56,414	58,734	61,640	64,545
	HOURLY	28.93	30.12	31.61	33.10

		7/1/24-6/30/25			
PAYGRADE		**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**
Custodian I - 40 hrs	**6 A**		56,368	58,365	61,173	63,960
School Secretary I (NBHS-Main Office) - 40 hrs	**HOURLY**		27.10	28.06	29.41	30.75
School Secretary I - 37.5 hrs	**6 B**		52,845	54,717	57,350	59,963
Admin. Secretary II - 37.5 hrs	**HOURLY**		27.10	28.06	29.41	30.75
Bookkeeper II - 37.5 hrs						
Payroll Assistant - 37.5 hrs						
Transportation Specialist – 37.5 hrs						
Sch Secretary I - (10 months) 190 days - 37.5 hrs	**6 C**		38,618	39,986	41,909	43,819
	HOURLY		27.10	28.06	29.41	30.75
Receptionist/Switchboard Operator - 40 hrs	**5 A**		54,038	56,077	58,739	61,381
	HOURLY		25.98	26.96	28.24	29.51
Admin Clerk - 37.5 hrs (Grandfathered)	**5 B**		50,661	52,572	55,068	57,545
Admin Secretary I - 37.5 hrs	**HOURLY**		25.98	26.96	28.24	29.51
Bookkeeper I - 37.5 hrs						
Reproduction Technician - 37.5 hrs						
Computer Repair Specialist - 37.5 hrs						
Campus Safety Officer I - 40 hrs	**4 A**		52,998	54,995	57,554	60,091
Security Monitor - 40 hrs	**HOURLY**		25.48	26.44	27.67	28.89
Technology Assistant - 37.5 hrs	**4 B**		49,686	51,558	53,957	56,336
	HOURLY		25.48	26.44	27.67	28.89
Campus Safety Off I-(10 months) 185 dys - 40 hrs	**4 C**		37,710	39,131	40,952	42,757
	HOURLY		25.48	26.44	27.67	28.89
Admin. Clerk - 37.5 hrs	**3 B**		48,770	50,622	53,001	55,380
Switchboard Operator - 37.5 hrs	**HOURLY**		25.01	25.96	27.18	28.40
Clerk Typist II - 37.5 hrs						
Clerk (10 mo) 190 days 5 prior and 5 after	**3 C**		35,639	36,993	38,732	40,470
Clerk (10 mo) 190 days	**HOURLY**		25.01	25.96	27.18	28.40
Family Education Specialist (10 Mo) 180 - 5 hrs	**2 C**		20,043	20,790	21,825	22,851
	HOURLY		22.27	23.10	24.25	25.39

WAGE SCHEDULES
JULY 1, 2025 - JUNE 30, 2026
(3.00% GWI)

		7/1/25-6/30/26				
PAYGRADE		**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**
Network Specialist - 40 hrs	**12A**			97,282	101,504	105,726
	HOURLY			46.77	48.80	50.83
Facilities Support Specialist - 40 hrs Computer System Specialist – 40 hrs Software Specialist - 40 hrs Software Specialist – 12 hrs – Adult Ed	**11A**			77,896	81,203	84,490
	HOURLY			37.45	39.04	40.62
Staff Accountant - 37.5 hrs Communications Support Specialist - 37.5 hrs	**11B**			73,028	76,128	79,209
	Hourly			37.45	39.04	40.62
School Nurse (184 dys) 1319.28 hrs Audiometrist (184 dys) 1319.28 hrs	**10 B & 10 C**			67,283	70,120	72,956
	HOURLY			51.00	53.15	55.30
Audiometrist (184 dys)1319.28 hrs LPN (184 dys) 1319.28 hrs Speech Assistant (184 dys) 1319.28 hrs OT/PT Assistant (184 dys) 1319.28 hrs	**9 B & 9 C**			55,172	57,547	59,909
	HOURLY			41.82	43.62	45.41
Carpenter/Maintenance - 40 hrs Electrician/Maint - 40 hrs HVAC/Maint - 40 hrs Plumber - 40 hrs	**8 A**			70,179	73,445	76,669
	HOURLY			33.74	35.31	36.86
Junior Accountant - 37.5 hrs	**8 B**			62,069	65,111	68,172
	HOURLY			31.83	33.39	34.96
Painter - 40 hrs Maint. Mechanic - 40 hrs Maint. Mechanic - Equip - 40 hrs NBHS - Secretary to Prin - 40 hrs Maint. Mechanic Assistant – 40 hrs	**7 A**			64,522	67,725	70,907
	HOURLY			31.02	32.56	34.09
Attendance Officer 1 - 37.5 hrs Computer Repair Specialist II - 37.5 hrs Senior Payroll Assistant - 37.5 hrs Registrar - 37.5 hrs	**7 B**			60,489	63,492	66,476
	HOURLY			31.02	32.56	34.09

7/1/25-6/30/26

PAYGRADE		Step 1	Step 2	Step 3	Step 4	Step 5
Custodian I - 40 hrs	6 A			60,112	63,003	65,874
School Secretary I (NBHS-Main Office) - 40 hrs	HOURLY			28.90	30.29	31.67
School Secretary I - 37.5 hrs	6 B			56,355	59,066	61,757
Admin. Secretary II - 37.5 hrs	HOURLY			28.90	30.29	31.67
Bookkeeper II - 37.5 hrs						
Payroll Assistant - 37.5 hrs						
Transportation Specialist – 37.5 hrs						
Sch Secretary I - (10 months) 190 days - 37.5 hrs	6 C			41,183	43,163	45,130
	HOURLY			28.90	30.29	31.67
Receptionist/Switchboard Operator - 40 hrs	5 A			57,762	60,507	63,232
	HOURLY			27.77	29.09	30.40
Admin Clerk - 37.5 hrs (Grandfathered)	5 B			54,152	56,726	59,280
Admin Secretary I - 37.5 hrs	HOURLY			27.77	29.09	30.40
Bookkeeper I - 37.5 hrs						
Reproduction Technician - 37.5 hrs						
Computer Repair Specialist - 37.5 hrs						
Campus Safety Officer I - 40 hrs	4 A			56,638	59,280	61,901
Security Monitor - 40 hrs	HOURLY			27.23	28.50	29.76
Technology Assistant - 37.5 hrs	4 B			53,099	55,575	58,032
	HOURLY			27.23	28.50	29.76
Campus Safety Off I-(10 months) 185 dys - 40 hrs	4 C			40,300	42,180	44,045
	HOURLY			27.23	28.50	29.76
Admin. Clerk - 37.5 hrs	3 B			52,143	54,600	57,038
Switchboard Operator - 37.5 hrs	HOURLY			26.74	28.00	29.25
Clerk Typist II - 37.5 hrs						
Clerk (10 mo) 190 days 5 prior and 5 after	3 C			38,105	39,900	41,681
Clerk (10 mo) 190 days	HOURLY			26.74	28.00	29.25
Family Education Specialist (10 Mo) 180 - 5 hrs	2 C			21,411	22,482	23,535
	HOURLY			23.79	24.98	26.15

APPENDIX B - STIPEND

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

MEMORANDUM OF UNDERSTANDING

TEMPORARY EMPLOYEES.

In settlement of the class-action grievance filed April 21, 1993, concerning this subject, the undersigned representatives of AFSCME Local 1186 and the New Britain Board of Education agree to the following clarification of the 90-120 day rule governing the use of temporary employees to perform the work of Local 1186 bargaining unit members:

1. In the event that a temporary employee is utilized in one or more positions, classifications, or schools for more than 90 work days during the twelve month period beginning with his/her initial entrance on duty, the Board will send a written notice to the Local indicating the name of the employee, the position and the reason for exceeding 90 days. No temporary employee will be utilized in one or more positions, classifications, or schools for more than 120 work days during the twelve month period beginning with his/her initial entrance on duty. A work day is defined as a day actually worked by the employee.

2. In the event that extreme circumstances make an extension of this 120 work day limitation necessary, the Board will provide sufficient advance notice to the Local so that the parties can meet to negotiate the possibility of any extension.

3. All new temporary employees will be notified of this 90-120 work day limitation at the time they start their initial assignment.

4. All temporary employees currently on the payroll will be notified of the 90-120 work day limitation and will be informed that their employment will be terminated effective either upon completion of their 120th day of work in the twelve months following their initial assignment, or, three weeks from the execution of this agreement, whichever date is later.

For the Board:

Richard K. Barry — Date

Personnel Manager
New Britain Consolidated
School District

For the Union:

Carl Carlone — 7-15-93 Date

President
Local 1186, AFSCME

Memorandum of Understanding
between
The New Britain Board of Education
and
Local 1186, AFSCME, Council 4, AFL-C10

Subject: Establishment of a Third Shift and New Britain High School

The parties agree to the following working conditions:

1. The workweek will be Monday through Friday (Monday begins Sunday at 10:00 p.m.).
2. The shift workweek will be Monday at 10:00 p.m. through Friday at 6:30 a.m. (Monday shift begins Sunday at 10:00 p.m.).
3. The shift workday will be 10:00 p.m. through 6:30 a.m.
4. Custodians will remain on third shift during school vacation periods and during the summer.
5. Whenever there is a holiday on a Monday, the Tuesday shift will begin on Monday night at 10:00 p.m.
6. All other provisions of the collective bargaining agreement shall remain in full force and effect.
7. This agreement applies to third shift custodians at New Britain High School.
8. The following employees have volunteered to be reassigned to the third shift: Peter Boucher, Chester Jasinski, Randy Johnson, William Rodriguez.
9. The reassignment will not constitute a "transfer" under the provisions of Article 4.7; time served in the reassigned position will be added to their time served in their currently assigned position for bidding purposes.

SDMacdonald 1/23/03
For the Board Date

1/17/03
For the Union Date AFSCME LOCAL 1186

Peter Boucher Date 1-16-03

1/16/03
Chester Jasinski Date

Randy Johnson Date-03

1-16-03
William Rodriguez Date

Suzanne Parlow / School V. P.

Memorandum of Understanding
Between
The New Britain Board of Education
And
Local 1186 American Federation of State, County and Municipal Employees
Council 4, AFL-CIO

Subject: Assistant School Nurse

It is agreed between the parties that

1. A new position will be added to the collective bargaining agreement: Assistant School Nurse - Licensed Practical Nurse (LPN).
2. The work year will be 184 days. It will consist of the student year plus three (3) days prior to the student year (excluding Saturday and Sunday).
3. The work week will generally be five (5) days per week, Monday through Friday, unless, in accordance with the school calendar, students are in school for less than a five day week.
4. The work day will be the student day plus fifteen (15) minutes before and fifteen (15) minutes after, including one-half hour paid lunch.
5. The position will be placed in Pay Grade 9A.

For the Board Date

For the Union Date

Memorandum of Agreement
between
Consolidated School District of New Britain
and
Local 1186

The Board and the Union agree that the rate of pay for the 2nd shift Security Guard shall be adjusted. As such, the following agreement has been reached:

1. Mr. Nelson Pagan currently works as the 2nd shift security guard at the high school.
2. Mr. Pagan's hours of work are Monday through Friday from 1:00 p.m. to 9:30 p.m.
3. Mr. Pagan will be paid the shift differential in accordance with Article 10.4 of the current collective bargaining agreement
4. This adjustment will be made retroactively to Mr. Pagan's date of transfer which was November 27, 2006.

For the Board Date

For the Union Date

Settlement Agreement

The New Britain Board of Education hereby agrees to continue to comply with the 9/15/93 Agreement on Temporary Employees.

The Board of Education additionally agrees to offer John Delvalle, and Josie Lugo each a full time permanent Custodian position if they so desire. In the event Delvalle and Lugo do not take the positions they will be filled by other applicants who are qualified.

In consideration for the above, the Union agrees to the _____ and closing of App 26592.

_____ _____

For the Union 7/19/07 For the Board of Education

The New Britain Educational Administration Center
Director of Human Resources
272 Main Street, P.O. Box 1960
New Britain, CT 06050-1960
(860) 827-2249 Fax: (860) 827-2296

August 6, 2007

Mr. Dean Sasso, President
Local 1186

Dear Mr. Sasso;

I am in receipt of your sign-off on the cleaning aide position. The job description you attached was replaced by a revision dated 12/99 (attached). It is the job description that the district intends to use (it will be converted to our new format with no changes in substance).

This is the job description we agreed to.

_____

For the Union /Date

Respectfully yours,

Robert A. Stacy
Director of Human Resources

CONSOLIDATED SCHOOL DISTRICT OF NEW BRITAIN

TITLE: Cleaning Aide

Position Function:

- Under direct supervision, performs general cleaning duties in school buildings.
- Performs related duties and general maintenance work as required.

Essential Functions:

- Clean restrooms, offices, and other areas of building according to school district standards.
- Removes graffiti, cleans glass areas.
- Cleans rugs, carpets, upholstered furniture, and blinds.
- Dusts and cleans furniture and equipment.
- Washes walls, ceilings, woodwork, windows; doors and sills.
- Empties wastebaskets.
- Delivers supplies and materials to bathrooms.
- Picks up and removes trash and assists in recycling program.

Additional Duties:

- Cleans rooms, hallways, cafeterias, and stairways.
- Sets up and breaks down chairs, tables and equipment in meeting rooms, and functional rooms.
- Delivers supplies and materials to classrooms, bathrooms and other areas of building.
- Performs general cleaning work as assigned.
- Performs other related tasks as assigned.
- Mops, Vacuums, Cleans and waxes machines.

Note: The above description is illustrative of tasks and responsibilities. It is not meant to be all inclusive of every task or responsibility.

Equipment

- Uses brooms and various cleaning agents.

Communication Requirements

- Ability to follow oral or written work orders from supervisor, and to coordinate work with principal and others.
- Ability to describe orally or in writing cleaning problems as needed.
- Ability to report work orally or in writing to supervisor as required.
- Ability to establish and maintain cooperative working relationships with students, staff and others contacted in the course of work.

Safety Requirements

- Follows all applicable safety rules, procedures and regulations governing the proper use of tools and equipment used in the performance of duties.
- Wears appropriate safety gear, including masks.
- Must comply with school district's chemical hygiene program and follow MSDS sheets.

Travel Requirements:

- Travel between schools may be required for certain positions.

Work Schedules

- Must work standard schedule and overtime as needed.

Physical and Mental Demands, Work Hazards:

- Ability to carry out instructions furnished in written, oral or diagrammatic form.
- Ability to add, subtract, multiply and divide all units of measure.
- Ability to life and carry weights of up to 50 pounds.
- Ability to work in poor weather conditions, including heat, cold, rain, or snow.
- Exposure to cleaning chemicals, solvents and contaminated trash.

Note: Also see the Summary of Physical; Sensory and Environmental Requirements Needed to Perform Essential Job Duties for this position.

Qualifications Profile:

Any combination of education and experience providing the required skill and knowledge for successful performance would be qualifying. Typical qualifications would be equivalent to:

- High School Diploma or completion of sufficient education to successfully perform the duties of the position.
- Previous experience in cleaning maintenance desirable.
- Ability to apply common sense understanding to carry out detailed but uninvolved oral or written instructions.
- Ability to perform work according to standard procedures and schedule set forth by supervisor(s).

License or Certificate:

- Connecticut Motor Vehicle Operator's license-may be required for certain positions.

Revised 12/99

The New Britain Educational Administration Center
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MEMO

To: Helen Murratti-Pion

From: Robert A. Stacy
Director of Human Resources

Date: July 23, 2007

Subject: 10-Month School Clerk Work Year/Day

It has been agreed that these positions will be 3B salary grade. However, we did not finalize the work year.

In order to be generally consistent with the work year for other 10-month Local 1186 employees, we are going to establish this position with a 190 day work year:

- 180 school days
- 5 work days prior to the 1st day of school
- 5 work days after the last day of school

The work day will be 7½ hours.

All other benefits will be consistent with the other 10 month Local 1186 positions as far as sick leave, personal days, etc. There will be no holiday or vacation pay.

Please indicate your agreement below.

_____

For the Union /Date

Memorandum of Agreement
between
Consolidated School District of New Britain
and
Local 1186, AFSCME Council 4, AFL-C10

The parties agree to the following:

1. The hours for the new clerk position in the Adult Education Office will be 1:00 p.m. - 9:00 p.m. on all days when Adult Education evening school is in session.

2. On all other days when Adult Education evening school is not in session, the schedule will be a 1st shift schedule.

For the Board Date

For the Union Date