

**THE HAMDEN BOARD OF EDUCATION**

**AND**

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**LOCAL 431 OF CONNECTICUT COUNCIL 4 AFSCME, AFL-CIO**

**(CUSTODIANS & MAINTENANCE WORKERS)**

**Expires on June 30, 2022**

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This Agreement entered into by and between the Hamden Board of Education (hereinafter referred to as the "Board"), and Local 431 of Council #4, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union").

**ARTICLE I**  
**RECOGNITION**

Section 1.1

The Board hereby recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining on matters of wages, hours of employment, and other working conditions for all custodial and maintenance employees of the Hamden Board of Education that regularly perform twenty (20) or more hours of work per week.

**ARTICLE II**  
**DISCRIMINATION**

Section 2.1

There shall be no discrimination, coercion or intimidation of any kind against any employee of the Board for any reason whatsoever, including marital status, sex, race, creed, color, sexual orientation, religious belief, age, physical or mental disability, genetic information or other characteristics protected by applicable law, or Union activity by the Board or by the Union.

Any claim of discrimination that can be filed with the Connecticut Commission on Human Rights and Opportunities or the Equal Employment Opportunity Commission may be filed as a grievance up to and including Step 3 of the Grievance Procedure. However, such a grievance shall not be processed to arbitration. Claims in which the Connecticut Commission on Human Rights and Opportunities or the Equal Employment Opportunity Commission do not have the authority to address may be filed as a grievance and processed to arbitration.

**ARTICLE III**  
**AGENCY SHOP**

Section 3.1

Upon receipt of an employee's signed authorization to deduct membership dues or voluntary fees, the Board agrees to deduct from the pay of the employee an amount as established and periodically adjusted by the union. Such deductions shall continue unless the Board is notified in writing that the employee is no longer a member. The Union reserves the right to modify and/or replace the deduction authorization form.

- A. The Union agrees to indemnify and to save the Board of Education harmless from any and all claims or demands which may be made against the Board of Education arising out of an action taken against the Board under any of the Sections of this Article.

- B. The Board agrees to furnish the names and addresses of new employees and his her assignment within ten (10) days of the hiring date.

### Section 3.2

The Board agrees to deduct monthly dues as specified by the Treasurer of the Union from the wages of all bargaining unit employees upon receipt of an authorization card signed by the employee, and will continue to deduct such dues monthly for the term of this Agreement or extension thereof and will transmit such dues to the Treasurer of the Union on a monthly basis. The monthly dues remittances to the Union shall be accompanied by a list of employees from whose wages dues deductions have been made.

## ARTICLE IV MANAGEMENT RIGHTS

### Section 4.1

Except where such rights are specifically relinquished, abridged or otherwise limited herein, the Board will continue to retain, whether or not exercised, all the rights, powers and authorities generally vested in management, including but not limited to the sole and unquestioned responsibility and prerogative to manage the affairs of the Hamden Board of Education and to direct its work force, including but not limited to:

- (a) To determine the hours, days and methods of operation;
- (b) To establish or continue policies, work rules, practices and procedures for the conduct of the Employer's business and, from time to time, to change or abolish such policies, practices or procedures.
- (c) To discontinue current processes or operations or to discontinue their performance by employees;
- (d) To select and to determine the number and types of employees required to perform the Board's operations.

### Section 4.2

The Board retains the right to contract or subcontract work which is performed by bargaining unit employees, subject to all of the following constraints:

- (a) The long term costs where applicable and/or the short term costs must be less expensive to subcontract the work than to have such work performed by equivalent bargaining unit forces;

- (b) The subcontracting of bargaining unit work shall not result in the layoff of bargaining unit employees, changes in respective employee's normal duties, or a reduction of an employee's regular work hours or rates of pay;
- (c) Subcontracting shall not be used for the purpose or intent of reducing the bargaining unit, undermining the Union, discriminating against bargaining unit employees, nor shall the elimination of overtime be the Board's primary motivating factor in entering into any subcontracts;
- (d) Except in the event of an emergency, the Board shall provide a minimum of thirty (30) calendar days written notice to the Union of its intention to subcontract bargaining unit work along with all pertinent information and specifications regarding the work that is to be subcontracted;
- (e) Except in the event of an emergency, the Board and the Union shall meet and negotiate over the impact of the work to be subcontracted prior to the implementation of the subcontracting;
- (f) In the event of an emergency, the Board shall notify the Union of the sub-contracting and, upon the request of the Union, shall meet as soon as feasible, to discuss the sub-contracting.
- (g) In the event of any grievance filed claiming a violation of this Section 4.2, in lieu of the arbitration proceeding set forth at Section 16.1-D below, the matter shall be resolved by one of the arbitrators from a panel of two arbitrators mutually agreed upon by the Board and the Union; the arbitrator shall be designated on a rotational basis. That arbitrator shall schedule and hold a hearing within thirty (30) working days of the filing of the Step 4 grievance. The parties shall share the cost of the arbitrator on a 50/50 basis.

### Section 4.3

Notwithstanding the provisions set forth in Article IV, Section 4.2 (a) through (g), the Board in its discretion reserves the right to utilize non-bargaining unit employees designated as "substitutes" to cover absences for any reason of bargaining unit members in excess of three (3) workdays for any reason. Substitutes may be used on the first day of an employee's absence if it is known that the employee will be absent for three (3) or more workdays. Bargaining unit employees will be offered scheduled overtime prior to a non-bargaining unit member. Further, during the term of this Agreement which expires on June 30, 2017, the Board agrees not to reduce the bargaining unit below fifty-one (51) full-time positions.

**ARTICLE V**  
**SENIORITY**

Section 5.1

The Board will establish a seniority list and this list shall be brought up to date at the beginning of the school year. One (1) copy shall be sent to the Secretary of the Union by October 1 and February 1 of each year. Up to twenty (20) additional copies of this list will be made available upon request.

Section 5.2

All employees shall serve a probationary period of one hundred and eighty (180) days actually worked and shall have no seniority rights during this period, but shall be subject to all other clauses of this Agreement. All employees who have successfully completed the probationary period and have been recommended by their immediate supervisor shall be known as permanent employees, upon appointment by the Superintendent, and the probationary time shall be considered part of the seniority time. During the probationary period, the Board may discharge or discipline the employee at any time before the successful completion of the probationary period and such discharge or discipline shall not be subject to the grievance arbitration provisions of this agreement.

Section 5.3

When a vacancy covered by this contract is to be filled, every attempt shall be made to fill such vacancy within three (3) months and the employee with the highest seniority shall be given the first opportunity to fill the vacancy; providing he/she is qualified. All such appointments shall be probationary for a period of sixty (60) working days and transfers to a position of like grade shall not require an additional probationary period. Probationary periods for promoted employees shall be sixty (60) working days. In the event an employee in the union is selected pursuant to this provision to fill any such vacancy and such selected employee is not assigned to such position within thirty (30) days of the date of selection, he/she shall be paid the rate of the position for which he/she was selected from the beginning of the next payroll period following the thirty (30) day date until he/she is so assigned.

Section 5.4

If an employee fills a temporary vacancy and qualifies within the provisions as set forth in this agreement, he/she shall receive the salary in the classification of the employee he/she is replacing on the step wherein the amount next exceeds the salary of the employee who is filling the temporary vacancy as of the first day of the filling of the temporary vacancy, but at no time shall he/she suffer any reduction in salary. Any employee filling such a temporary position shall be paid for the hours actually worked at the standard rate of pay.

### Section 5.5

Vacancies shall be posted for lateral transfers and for new positions in all schools for a period of five (5) working days. Exceptions will be made only after consultation with the Union, at which time rationale for the exception will be provided. All postings shall include wages, hours, location and duties.

### Section 5.6

Candidates for lateral transfer to posted vacancies shall be limited to employees of the Board of Education currently serving in the same classification. There shall be no lateral transfer during the first six (6) months of the probationary period; however, probationary employees who have worked less than six (6) months of their probationary period may be permitted to transfer at the discretion of the Superintendent or his/her designee prior to any new employee being hired.

After this procedure has been completed, if any union employee is on layoff status for that classification, the resultant vacancy shall be filled by the most senior individual currently on layoff from that classification. If there are no individuals currently on layoff for that classification, that position will be posted as a promotional.

- A. When a position is to be filled as promotional, the Superintendent or his/her designee will request that a test be given for the position by the Civil Service Commission and that the test be limited to current Board of Education employees. Exceptions to this procedure shall be made only with the approval of the Union.

When a list of qualified individuals is provided by the Civil Service Commission, the most senior qualified Board of Education employee will be assigned. However, a test will be given in the filling of all vacancies. It is understood that the Civil Service Commission should set a passing grade for all examinations in order that they may provide a listing of "qualified" employees.

- B. In filling a promotional vacancy, an employee will be given preference, if qualified, over an outside applicant.
- C. When positions are posted for lateral transfer, those employees in a higher or lower classification who have prior or similar experience in the posted classification, may bid downward or upward, as applicable.

### Section 5.7

Seniority rights will be exercised during layoff period so that the person with the least seniority in a specified classification will be released first. The reverse will be in force when called back on duty.

- A. Seniority rights will prevail for the most senior member in their previous classification.

- B. Any employee who is forced to bump due to the elimination of his/her position; i.e., school closing, budget restraints, etc., will be recalled to his/her former classification with the next opening after all lateral moves have been made.
- C. The right of seniority in re-employment as per Section 5.6 above shall be accorded to a laid off employee prior to new employees being hired provided such laid off employee responded to a call to report for work not more than five (5) working days after receipt of notice sent to him by registered mail to his last known post office address. If such laid off employee fails to report to work, is incapacitated, or is employed elsewhere, he/she must notify the Board in writing within five (5) days after receipt of the notice to return that he/she will report for work as quickly as his/her health or temporary employment will permit. Failure to be able to report to work for physical or any other reasons within two (2) weeks of the date of the Board's "call to report to work" shall result in the employee's forfeiting all rights to be re-employed. In no event shall this "right of seniority in re-employment" prevail and/or be effective for a period of time greater than fourteen (14) months from the date of such employee's layoff.

#### Section 5.8

Officers of the Union will meet once a month with the Superintendent or his/her designee.

#### Section 5.9

The duties and responsibilities of every position existing on the effective date of this Agreement shall be given to the Union and will not be changed without prior negotiations to the extent required by law.

#### Section 5.10

The Board will honor all benefits that an employee may have previously earned or accumulated while a member of one of the bargaining units set forth at Section 5.12 below.

#### Section 5.11

Any benefits connected with seniority will be honored on the basis of the original hiring date except seniority for the purpose of layoff, recall, promotions and vacation scheduling which will be the date the employee came under the new prevailing collective bargaining agreement.

#### Section 5.12

The above two paragraphs are with respect to employees moving in and out of the following bargaining units:

Local 1303-30 of Council #4 Hamden Town Hall  
Local 1303-52 of Council #4 Hamden Town Engineering



**ARTICLE VI**  
**HOURS OF WORK**

Section 6.1

The normal work week for all full-time employees shall be a forty (40) hour work week of five (5) days, Monday through Friday, or Tuesday through Saturday, eight (8) hours per day. Any time assigned beyond the regular forty (40) hour work week or eight (8) hour day shall be paid at one and one-half (1-1/2) times the employee's regular rate of pay.

Hours assigned will regularly be scheduled for eight (8) hour shifts between the hours of 6:00 am and 11:00 pm. Assignments to the Tuesday through Saturday schedule shall be made from a list of volunteers. However, if there are either no volunteers or not enough volunteers, assignments to the Tuesday through Saturday schedule will be made on a reverse seniority basis. While working a Tuesday through Saturday schedule, work performed on a Sunday shall be paid at two (2) times the employee's hourly rate of pay and work performed on a Monday shall be paid at one and one-half (1 ½) times the employee's hourly rate of pay. Further, while working a Tuesday through Saturday schedule, holidays that fall on a Monday shall be observed the day after the holiday on Tuesday.

Section 6.2

While working a Monday through Friday schedule, any work assigned on Saturday, except when Saturday is part of his/her regular assignment, shall be paid at time and one-half of the employee's regular rate. Any work assigned on Sunday, except when Sunday is part of his/her regular assignment, shall be paid double time of the employee's regular rate. Any work assigned on holidays shall be paid at double time of the employee's regular rate, plus his/her pay.

Section 6.3

Night shift differential will be paid for in full for night shifts starting at 2:00 p.m. For all other shifts starting prior to 2:00 p.m., night differential will be paid at 6:00 p.m.

Section 6.4

Employees working non-scheduled hours for "extra activities and special affairs" shall be paid a minimum of three (3) hours at the prescribed overtime rate. Employees shall be paid for actual time worked. The Board will determine in its discretion the number of employees assigned to "extra activities and special affairs".

Section 6.5

If the hours for which the employee is assigned overtime are contiguous to the employee's regularly scheduled hours of work, the employee shall be paid for the actual time worked at the prescribed overtime rate. If the hours for which the employee is assigned overtime are not contiguous to his/her regularly scheduled hours of work, the employee shall be paid a minimum

of three (3) hours at his/her prescribed rate and shall, during any such three hour period, perform the work assigned to him or her. If an employee is called to perform work which does not require that the employee return to the Board's facilities, the employee shall be paid at the prescribed overtime rate for time actually worked but in no event more than one (1) hour.

Section 6.6

No overtime shall be permitted unless authorized by the Superintendent or his/her designee. All overtime shall be distributed equally among eligible employees in each school and a list of all overtime contracts shall be posted in the school where applicable. If an employee is scheduled to work overtime and does not agree to work such overtime schedule, he/she shall be charged with having been given the opportunity to work overtime.

Section 6.7

Night shift employees 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 schedule.

**ARTICLE VII**  
**HOLIDAYS**

Section 7.1

Holidays falling on a Sunday shall be celebrated on Monday provided there is no school on such days. In the event there is no school the Friday preceding a holiday falling on Saturday, such Saturday holiday shall be celebrated on the preceding Friday. If school is in session on such holidays, employees will be given a compensatory day off in lieu of the holiday within one hundred and eighty (180) days (**beginning July 1, 2020**) of the date of the holiday at a time mutually agreeable with the immediate supervisor.

Section 7.3

Whenever any holiday occurs on a day when an employee is out on paid leave, the day shall be charged as a holiday and not charged against the paid leave accrual, regardless of the reason for the paid leave.

Section 7.4

In order to qualify for holiday pay, an employee must work the last full day scheduled before the holiday and the first full day scheduled following such holiday, unless otherwise prevented for good cause.

Section 7.5 - Holidays and Leave

Beginning in school year 2021-2022, there shall be thirteen (13) paid holidays for all employees as listed below:

Labor Day	Christmas Day
Yom Kippur*	Day after Christmas
Thanksgiving Day	New Year's Day
Day after Thanksgiving	President's Day
Martin Luther King Day	Good Friday
Christmas Eve	Memorial Day
	July 4th

\* If Yom Kippur falls on a Saturday or a Sunday then employees will get Columbus Day off as a holiday.

\* Unless this contract is not approved by November 11<sup>th</sup>, the elimination of Veteran's Day will begin in School Year 2021-2022.

A. Any other day declared as a holiday by order of the Board of Education.

## ARTICLE VIII VACATIONS

### Section 8.1

All permanent twelve (12) month employees who have completed one (1) year of employment shall receive one (1) week of vacation with pay. Employees that have completed two (2) years of employment shall receive two (2) weeks of vacation with pay. After five (5) years of service, the employee shall receive three (3) weeks vacation with pay. However, after three (3) years of service, employees will receive one (1) extra day per year up to total maximum of four (4) weeks. Employees with fifteen (15) years of service shall receive one (1) additional vacation day per year up to a maximum of five (5) weeks. Employees hired on or after ratification and approval of this Agreement that expires on June 30, 2022, shall be capped at four (4) weeks. Years of employment shall be figured on the anniversary date of employment.

### Section 8.2

Pro-rated accumulated vacation pay to the end of the preceding month shall be granted to an employee in the event he/she terminates his/her service with the Board, not to accumulate from year to year. In the event of an employee's death, his/her pro-rated accumulated vacation pay shall be paid to his/her estate.

### Section 8.3

In the event of illness of more than three (3) days during an employee's vacation period, the employee shall be given the option of charging the sick days to his/her sick leave providing a doctor's certificate verifies illness.

### Section 8.4

No more than ten (10) consecutive days' vacation time may be taken without at least a month's pre-arrangement with the approval of the immediate supervisor.

- A. Vacations of less than five (5) days may be taken with at least twenty-four (24) hours notice with the approval of the immediate supervisor. However, an exception can be made for an emergency.

### Section 8.5

Vacations may be taken any time during the year with the following understandings:

- A. If the nature of the work is such that it makes it necessary to limit the number of employees on vacation at the same time, the employee with the earliest approved pre-arrangement shall be given his/her preference of vacation periods. Requests must be made by April 15.
- B. Vacations will not be approved during the last week of the summer break before the students arrive or during the first two weeks of the school year unless approved in the discretion of the Board.

## **ARTICLE IX** **OTHER LEAVES**

### Section 9.1 – Sick Leave

Sick leave is to be used only for the purpose of compensating an employee who is unable to attend to his/her regular schedule because of bona fide illness.

- A. The sick leave plan shall be one and one-half (1-1/2) days per month to accumulate to one hundred ninety-five (195) days. Effective as of the execution and approval of this Agreement, employees hired after July 1, 1987 shall commence accumulating sick leave up to 195 days.
- B. When an employee uses his/her entire accumulation of sick leave, he/she shall have the right to petition the Superintendent for an extension of sick days.

C. Upon retirement, all employees will receive the following payment for any unused sick day, less any sick days contributed or otherwise used for credit by the employee for pension purposes:

10 years	-	10%
15 years	-	15%
20 years	-	23%
25 years	-	25%

Employees hired on or after March 9, 2021, shall not be entitled to receive accrued but unused sick leave upon retirement.

D. Should an employee die while in the service of the Board of Education, the estate of the employee will be paid for the employee's sick leave based on the schedule outlined in Section 9.1-C above.

#### Section 9.2 - Bereavement Leave

An employee shall be granted three (3) days leave with pay for a death in his/her immediate family. Such "immediate family" shall be defined as: Employee's father, mother, spouse, brother, sister, child and the mother, father, brother, sister of an employee's spouse, grandparents and grandchildren of any relative domiciled in the household of the employee. An additional two (2) days may be granted at the discretion of the Superintendent.

#### Section 9.3 – Personal Days

Employees shall be entitled to three (3) personal days with pay per year. Every reasonable effort shall be made to provide prior notice five (5) days in advance of the personal day.

Personal days may not be used the day before or after a holiday without the permission of the Superintendent or his/her designee.

Personal days may not be used two (2) weeks prior to the start of the school year or during the last two (2) weeks of the school year without the permission of the Superintendent or his/her designee.

#### Section 9.4 - Jury Duty

An employee summoned for "jury duty" shall be entitled to no more than the employee's actual regular weekly earning less what he/she receives for such jury duty service; it being understood that when an employee on such jury duty is not actually required to be present at the Court for the entire period of his/her regular shift, he/she shall perform his/her regular duties for the time period he/she is not required to be in Court.

### Section 9.5 – Leave of Absence

A leave of absence shall be granted for legitimate purposes provided that the decision for granting said leave shall rest solely with the Board of Education.

### Section 9.6 – Sick Leave Bank

1. The Board of Education will cooperate in the establishment of a Sick Leave Bank on a voluntary basis. The Board and the Union hereby agree that the amount of sick leave in the sick bank as of May 1, 2001 shall be allocated 50% to the members of the Union and 50% to the members of the Connecticut Independent Labor Union, Local #56. Thereafter, a separate sick leave bank shall be established for the members of the Union.
2. The sick leave bank will not become effective unless there is participation by at least fifty (50%) percent of all classified employees.
3. Membership in the sick leave bank is voluntary on the part of all members of Local 431 in the Hamden School System. Each participating member, upon initially enrolling in the bank, shall contribute three (3) days of his/her accumulated sick leave.
4. Each member enrolled in the bank will continue to donate one day of his/her accumulated sick leave to the bank in September of each year. If at the start of a school year the bank contains 275 days or more, that year the enrolled member will not be assessed.
5. The bank will not be depleted below a level of 100 days. If the bank is depleted below 100 days, each participating member will be required to contribute an additional day at that time.
6. A participating member shall apply to the Superintendent to withdraw days from the sick leave bank. The Superintendent, or his/her duly authorized designee, will require submission of medical proof of illness at any time a participating member utilizes the sick leave bank, either by the member's own physician or by a physician named by the Hamden Board of Education, at its own expense.
7. Any member withdrawing its membership in the sick leave bank will not be allowed to withdraw contributed days.
8. Participating members shall be permitted to withdraw from the sick leave bank according to the following criteria:
  - a. Member must exhaust his/her own sick leave, vacations and personal days.
  - b. Member must be sick at least thirty (30) consecutive working days before he/she is eligible to apply to the sick leave bank.

- c. Participating members must comply with the provisions of contract Article IX, Section 9.1.
- 9. Maximum withdrawal from the sick leave bank per occurrence is ninety (90) days for those participating members.
- 10. Members participating who withdraw from the sick leave bank will not be required to replace these days except as any regular contributing member to the bank.
- 11. A Committee consisting of two-unit members selected by Local 431 and one delegate of the administration will be established to set up guidelines, review implementation and update procedures.

Section 9.7 – Workers Compensation

Employees will be covered in full for a period of six (6) months. Prior to the conclusion of the six (6) month period, the Administration will review each case with the Union to determine whether full payment will continue beyond that six (6) month period. However, the final decision will rest solely with the Administration. If full coverage does not extend beyond the six (6) month period, then applicable statutory provisions shall apply.

**ARTICLE X**  
**UNION REPRESENTATION**

Section 10.1

The Board recognizes and will deal with designated officers and stewards of the Union in all matters relating to grievances and interpretations of this agreement.

Section 10.2

A written list of the officers, negotiating committee members and Union stewards shall be furnished to the Board immediately after their designation and the Union shall notify the Board promptly of any change.

Section 10.3

The Board will agree to such reasonable arrangements as may be necessary by Union representatives to properly carry on their Union duties provided such duties cannot be performed during non-working hours.

Section 10.4

Any three (3) officers or stewards and any necessary witnesses of the Union required to attend any grievance or arbitration hearings shall suffer no loss of pay for such attendance nor reduction of authorized time.

Section 10.5

Four (4) members of the union designated as the negotiating committee shall suffer no loss of pay for time spent in contract negotiations.

Section 10.6

No more than two (2) members of the Union shall suffer no loss of pay for attendance at State Conventions and conferences of Council #4 AFSCME and International Conventions of AFSCME.

Section 10.7

Employees who work nights will be permitted to attend regular monthly membership meeting with no loss of pay provided the work of the day is completed by the end of the work-shift. Employees must sign in and out and must return to work following the meetings.

**ARTICLE XI**  
**LONGEVITY PLAN AND WAGES**

Section 11.1

The wage scales for all classifications shall be those specified in Exhibit "A" of this Agreement. Employees will progress from step to step on their respective anniversary date.

Section 11.2

Upon execution for employees on the payroll at that time and retroactive to 7/1/18 – 2.25%  
Upon execution for employees on the payroll at that time and retroactive to 7/1/19 – 2.25%  
Upon execution for employees on the payroll at that time and retroactive to 7/1/20 – 2.25%  
Effective July 1, 2021, for employees on the payroll - 2.25%.

Section 11.3

Employees promoted to a higher classification shall be paid at the next highest pay rate in the higher classification salary schedule.



Section 11.4

Longevity payments shall be made once annually on the following basis to employees who meet the necessary qualification specified below:

Completion of seven (7) years	\$685
Completion of ten (10) years	\$795
Completion of fifteen (15) years	\$895
Completion of twenty (20) years	\$995

Longevity checks shall be paid separately from wages by separate check. Employees hired on or ratification and approval of this Agreement that expires on June 30, 2022, shall not be entitled to receive longevity payments.

Section 11.5

There shall be no pyramiding of overtime.

Section 11.6

Employees may be paid on a bi-weekly basis by direct deposit. All employees will be paid based upon their time-stamped timecard in accordance with the parties' collective bargaining agreement. Prior to adjustments being made to an employee's time-stamped timecard, the Union President will be notified.

Section 11.7

Mileage reimbursement at the current IRS rate shall be paid when a personal car is used when authorized by the Director of Facilities or his/her designee.

Section 11.8 - Night Shifts

- A. 2:00 p.m. – 11:00 p.m. (second shift) - \$0.40 per hour.
- B. 11:00 p.m. – 7:00 a.m. (third shift) - \$0.45 per hour.

Section 11.9

The Board agrees to track accrued sick, vacation and personal days on the employees pay stub.

**ARTICLE XII**  
**SAFETY AND HEALTH**

Section 12.1

A joint safety committee shall be formed by the Board and the Union, and said committee shall meet upon request of either party to review and recommend safety and health conditions.

Section 12.2

The Board will provide foul-weather gear for use of custodial and maintenance employees during bad weather. Issuance of such gear shall be made available yearly starting in September. Replacements will be on an as needed basis as approved by the supervisor.

Section 12.3

The Board will provide uniforms for each employee. The wearing of these uniforms shall be considered a condition of employment and must be worn at all times. It will be the responsibility of each employee to keep the uniform clean. During the first pay period in October, the Board will provide an annual uniform cleaning allowance in the amount of \$250.00 per year for each employee. Replacement of uniform articles shall be on an as needed basis as approved by the supervisor. Issuance of replacement uniform items shall be done yearly beginning in September.

Safety shoes shall be provided by the Hamden Board of Education. Employees must wear safety shoes at all times unless excused for medical reasons. Replacement of safety shoes shall be on an as needed basis as approved by the supervisor.

**ARTICLE XIII**  
**INSURANCE**

Section 13.1

1. Effective upon ratification and approval of this Agreement that expires on June 30, 2022, the Town will offer one insurance plan, Blue Cross Comp Mix. Thereafter, on July 1, 2021, the Board will offer the Blue Cross Comp Mix (Exhibit "B") plan and a \$2,000/\$4,000 HDHP (Exhibit "C"). For employees in the HDHP, in fiscal year 2021-2022, the Board will contribute 65% of the applicable deductible to an employee's HSA for either single coverage or single plus one or family coverage in July. Employees must be enrolled in the HDHP for the entire plan year. The Board's contribution towards the applicable deductible for new employees entering the HDHP will be prorated based upon the month in which the employee begins employment. Employees who choose to be covered by the HDHP, but legally cannot have an HSA, will be covered by an IRS approved Health Reimbursement Arrangement ("HRA"); meaning they will be reimbursed up to the same percentage as the Board's contribution to an employee's HSA for out-of-pocket medical expenses incurred when utilizing the HDHP.

2. Effective upon ratification and approval of this Agreement that expires on June 30,

2022, all participating employees will pay continue to pay, on a pre-tax basis, 16% of the annual premium for the HDHP. Effective July 1, 2021, all participating employees will pay continue to pay, on a pre-tax basis, 16.5% of the annual premium for the HDHP.

Effective July 1, 2021, employees who elect to remain in the Blue Cross Comp Mix Plan shall contribute, on a pre-tax basis, the difference between the premiums associated with the HDHP, including the Town's contribution to the applicable deductible, and the premiums associated with the Blue Cross Comp Mix Plan.

3. Full Service Dental Plan – Blue Cross.
4. The Board agrees to provide for each employee a \$45,000.00 term life policy.
5. The Board will continue to offer the blue vision plan [insert current terms and conditions]

### Section 13.2

Unemployment compensation shall be granted according to state regulations.

### Section 13.3

The Board shall pay the full premium for the health insurance plan for current bargaining unit members who retire under the provisions of the Town Retirement Plan, the Connecticut Municipal Retirement System (CMERS) or Social Security with fifteen (15) or more years of service. Effective for employees who retire after June 30, 2017, retiree health insurance coverage may change as the result of negotiations between the parties for active employees but shall be no less than that received by active employees. If an employee retires on or after July 1, 2021 or thereafter and the Board offers current employees a HDHP, the employee will receive the Board's negotiated contribution to the applicable deductible or, if the employee is not eligible for a Health Savings Account ("HSA"), the Board will reimburse the retiree up to the amount of the negotiated HSA deductible contribution under a Health Reimbursement Arrangement ("HRA").

The Board will provide a medicare supplement (Group Plan F or its equivalent) to retirees when they become eligible for Medicare.

For such employees (hired after July 1, 2000), the Board shall not pay for the retiree's spouse or dependents. Employees hired on or after ratification and approval of this Agreement that expires on June 30, 2022, will not be eligible for retiree health insurance.

### Section 13.6 – Insert MPP settlement language

Insurance coverage for all employees shall be twelve (12) months of the year.

Section 13.7

Employees who retire under the provisions of the contract will be permitted to purchase \$10,000.00 worth of life insurance.

**Two individuals will be grandfathered which will be set forth in an MOA**

Section 13.8

Employees may elect to waive all Blue Cross Century Preferred coverage and in lieu thereof, receive a payment of \$1,000.00. Payment to those employees waiving coverage will be made on a pro-rated basis each month during the school year. **Employees whose spouse has access to either Town of Hamden or Hamden Board of Education medical benefits shall not be entitled to receive payments for waiving insurance coverage.**

Employees may elect to resume health insurance coverage due to the occurrence of one of the following conditions for which documentation and a request for reinstatement must be submitted to the Human Resource Director in writing:

1. Involuntary termination of the alternative health benefits plan coverage;
2. Ineligibility of the employee and/or dependent(s) under the alternative plan;
3. The employee acquires a new dependent through marriage, birth or adoption and the new dependent is not covered by the alternative plan;
4. Coverage under the alternative plan is substantially reduced or the cost of the plan to the employee substantially increases. Upon receipt of such request and documentation, insurance coverage provided by the Board shall be reinstated as soon as possible, including waiting periods, which may be prescribed by the applicable plan; or
5. The open enrollment period.

Upon receipt of revocation of the waiver, medical provided by the Board shall be subject to any regulations or policy restrictions, including waiting periods which may then be in effect in accordance with applicable law. Depending upon the effective date of coverage, appropriate financial adjustments shall be made between the employee and the Board so as to insure that the pro-rated basis above was accurate.

Notice per above must be sent by June 15<sup>th</sup> of the previous school year.

Section 13.9

The Board reserves the right to change insurance carriers provided that the new coverage is equal or better and the administration of same is consistent with the previous plan. Thirty (30) days prior to any changes, the Union shall be notified and provided with the changes for their review prior to implementation.

**ARTICLE XIV**  
**RETIREMENT PLAN**

The Board and the Union will enter into a MOA which provides at the time the Board can legally implement a defined contribution plan, the Union and the Board will meet to negotiate the terms of the defined contribution plan.

The Hamden Employees Retirement Plan as enacted in 1969 (the "Plan") and modified from time to time by collective bargaining agreements is incorporated herein by reference as part of this Agreement as long as the Retirement Plan includes Board of Education employees. Effective upon ratification and approval of this Agreement that expires on June 30, 2022, the Cost of Living Benefit will be the lesser of the Consumer Price Index or 1.75%, as calculated by the actuaries used by the Town for the Plan. Further, effective upon ratification and approval of this Agreement that expires on June 30, 2022, employees will contribute an additional .5% to the Plan or 8.5%. Effective July 1, 2020, employees will again contribute an additional .5% to the Plan or 9.0%. Bargaining unit employees hired after July 1, 2007 shall not be eligible to participate in the Hamden Employees Retirement Plan, but instead shall, if eligible, participate in the Connecticut Municipal Employees Retirement System ("CMERS").

The Plan will not be negotiated again until July 1, 2027.

**ARTICLE XV**  
**DISCIPLINARY PROCEDURES**

Section 15.1

All disciplinary action shall be applied for just cause.

Section 15.2

All disciplinary action shall be applied in a fair manner and shall not be inconsistent with the infraction for which the disciplinary action is being applied.

Section 15.3

Disciplinary action shall include (a) a verbal warning; (b) a written warning; (c) a suspension without pay; and (d) discharge and shall normally follow this order unless the facts of the situation indicate an offense sufficiently serious to eliminate a step or steps listed above.

Section 15.4

All disciplinary action may be appealed through the established grievance procedure.

Section 15.5

In all cases of discharge or suspension the employee and the Union shall be notified immediately in writing stating the reasons.

Section 15.6

In all cases of written warnings, if there is no reoccurrence of the same incident within one year of the issuance of the warning, the adverse material related to that warning shall be removed from the employee's personnel file and shall not be referred to in future proceedings.

**ARTICLE XVI**  
**GRIEVANCE PROCEDURE**

Section 16.1

A "grievance" shall be defined as a dispute raised by the Union or the Board involving the interpretation or application of a specific provision of this Agreement. Grievances shall be processed as follows:

- A. Step 1 - If an employee has a grievance, as defined herein, the employee shall file a written notice of grievance with his/her immediate supervisor and/or principal within thirty (30) days of the event that creates the grievance; and he/she and the Union Steward shall meet with the employee's immediate supervisor and/or principal within ten working days of the filing of the grievance notice to discuss the grievance and possible resolution. The supervisor and/or principal shall notify the Grievant in writing of the results of the meeting within ten (10) working days of such meeting.
- B. Step 2 - If the grievance is not resolved at Step 1, the Grievant can appeal to Step 2 within ten working days of Step 1 disposition by filing the appropriate notice with the Superintendent. Grievant shall meet with the Superintendent and/or his/her designated representative within ten working days of the filing of the Step 2 grievance. The supervisor and/or principal shall notify the Grievant in writing of the results of the meeting within ten working days of the meeting.
- C. Step 3 - If the grievance is not resolved at Step 2, the grievant can appeal within ten working days of the Step 2 disposition by filing the appropriate notice with the Board of Education Personnel Committee. The grievant and/or his/her representative shall present his/her case to the Board of Education Personnel Committee within thirty (30) days of the filing of the Step 3 request. The Personnel Committee shall render a decision within thirty (30) days.

- D. Step 4 - If the grievance is not resolved by the Personnel Committee of the Board of Education at Step 3, the grievant has the right to appeal to Step 4 by requesting arbitration before the State Board of Mediation and Arbitration within thirty (30) working days of notice of Step 3 disposition.
- E. Representatives of the Union may be included at Step Three of the grievance procedure.
- F. If either party fails to adhere to the grievance time limits specified herein as may have been extended by mutual consent, the grievance will be decided in favor of the other party with prejudice.
- G. Extensions of grievance time limits may be granted by mutual consent.
- H. Except for grievances related to suspensions or terminations, the parties agree to adhere to Expedited Arbitration Procedures pursuant to the Rules and Regulations of the State Board of Mediation and Arbitration and agree to utilize the arbitrators whose names are attached hereto as Exhibit "D".

#### Section 16.2

In no event will the Arbitrator(s) be empowered to have authority to render an award which would add to, subtract from, modify or alter any provision of this Agreement. The decision of the Arbitrators shall be final and binding to the extent permitted by law.

#### Section 16.3

The parties agree to use their best efforts to resolve each grievance within six (6) months from date of filing. This procedure is not last best offer arbitration; any disputes that arise under this procedure the parties will resolve in an expeditious manner.

### **ARTICLE XVII** **NO STRIKE PROVISION**

#### Section 17.1

During the life of this Agreement there shall be no strike, slowdown. Suspension or stoppage of work in any part of the Board's operation by employees or employee, nor shall be any lockout by the Board in any part of the Board's operation.

### **ARTICLE XVIII** **PRIOR PRACTICE**

Section 18.1

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 XIX**  
**SAVINGS CLAUSE**

Section 19.1

In the event that a Federal or State legislation, governmental regulations or court decisions cause invalidation of any article or section of this agreement, all other articles and sections not so invalidated shall remain in full force and effect.

**ARTICLE XX**  
**DEDUCTION**

Section 20.1

The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided in a written authorization (Exhibit "E"). Such authorization must be executed by the employee and may be revoked by the employee at anytime by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together 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. Such remittance shall be sent directly to AFSCME Council 4 - AFLCIO. 444 East Main Street, New Britain, Connecticut 06051.

**ARTICLE XXI**  
**CHILD BEARING LEAVE**

Section 21.1

Any employee who becomes sick or disabled due to pregnancy or childbirth shall, upon her request, be placed on leave for childbearing purposes. Any employee who becomes pregnant shall so notify the department head, or his designee, at least one (1) month prior to the expected date of commencement of said leave. When there is reason to believe that she may become unable to perform her duties, she shall provide a doctor's certificate indicating her continued fitness for work. Leave shall begin when in the opinion of her doctor, she is no longer physically able to work and said leave shall expire when, in the opinion of her doctor, she is physically able to return to work. Except in the case of medical difficulties, childbearing leave is not normally expected to continue for more than six (6) weeks after delivery. Upon her return, the employee shall be assigned to her former or an equivalent position. In order to qualify for said childbearing leave, the employee must



first have used all of her accumulated sick leave and must return to her prior employment with the Board.

**ARTICLE XXII**  
**REOPENER**

Section 22.1

In the event either party to this agreement wishes to propose that a change, addition, modification, correction or deletion in the agreement be made, the following procedure will be adhered to:

- A. The party proposing the change, addition, modification, correction, or deletion shall reduce such to writing and mail it to the Board or Union as the case may be within a reasonable time.
- B. Thereafter within a two week period a meeting of representatives of the party shall be held to discuss the matter. At this time a requirement may be waived upon mutual agreement.
- C. If agreement is reached on the proposal, such will be reduced to writing and referred to the Board or Union for ratification with a recommendation of both parties if such ratification is necessary for implementation
- D. In the event that no agreement is reached, it is understood that such matter is not subject to the arbitration procedures under the MERA, except that mediation can be utilized if both parties agree to mediation.

Section 22.2

Any agreed upon and ratified change, addition, modification, correction and or deletion to this agreement shall become an addendum hereto and become a part hereof.

Section 22.3

Nothing herein shall require either party hereof to agree to any particular proposal submitted hereto. The obligation of both parties only is to discuss any proposal submitted pursuant to this provision.

**ARTICLE XXIII**  
**LABOR-MANAGEMENT MEETING**

Section 23.1

It is understood that certain subjects of mutual concern shall be considered appropriate for ongoing discussion by representatives of the Union and the Board of Education.

Section 23.2

This committee shall consist of not more than six (6) members total from both sides. The Committee shall meet upon request of either party, during normal business time with pay, for the purpose of attending and implementing the results of the meetings.

Section 23.3

This committee shall not have the authority to negotiate additions to, subtractions from, or other modifications of this Agreement, unless ratified by both parties.

Section 23.4

The general guidelines are:

1. No grievances shall be discussed.
2. Topics that could lead to grievances may be discussed.
3. Each person wishing to speak will be recognized.
4. Each topic shall be discussed fully and action reached before proceeding to another topic.
5. Substitutes may not be used, except other people can be invited to talk.
6. The chairmanship shall alternate monthly between the Union and the Board of Education.
7. Topics will be written as they are discussed and drafts of the minutes of meeting will be refined by one designated representative from each party. Minutes are not official unless they are voted by majority approval.
8. An agenda shall be submitted prior to the meeting; topics not on this agenda may be dismissed by mutual agreement.

**ARTICLE XXIV**  
**DURATION**

Section 24.1

This agreement shall be effective upon execution, and it shall remain in full force and effect until June 30, 2022, or any extension thereof.

Section 24.2

This contract will remain in full force during future negotiations until a new contract has been agreed to. It is to be noted that this paragraph has effect only when the contract has expired.

Section 24.3

Representatives of the Board will meet with the representatives of the Union in accordance with MERA to negotiate for a successor agreement.

**AFSCME. COUNCIL 4, LOCAL 431**

**HAMDEN BOARD OF EDUCATION**

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Date: \_\_\_\_\_

Date: \_\_\_\_\_

WITNESSES:

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**Memorandum of Agreement**

The Hamden Board of Education (the "Board") and Local 431 of Council 4, AFSCME (the "Union") hereby agree as follows:

1. Subject to the Connecticut Employees Retirement Plan (CMERS), legislative approval or the result of litigation, employees hired after such CMERS and/or legislative approval shall not be eligible to participate in the Hamden Employees Retirement Plan or in CMERS. The Board and the Union will negotiate the terms and implementation of a defined contribution plan for employees hired after such CMERS and/or legislative approval. The Board will contribute six (6) percent of an employee's base salary to the defined contribution plan (the "Plan") and there will be a mandatory contribution by each employee of six (6) percent to the Plan. The Plan will have a five (5) year vesting schedule. The participant can also voluntarily contribute to the plan up to the maximum limits permitted by the Internal Revenue Service Code governing the plan. Current participants of the Hamden Employees Retirement Plan or the Connecticut Municipal Employees Retirement Plan, in addition to their current plan, will be allowed to also participate in the defined contribution plan, if legally permissible, but the Board will not make any contributions, on their behalf.

AFSCME. COUNCIL 4, LOCAL 431  
EDUCATION

HAMDEN BOARD OF

\_\_\_\_\_  
Date: \_\_\_\_\_

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Date: \_\_\_\_\_