

Collective Bargaining Agreement

between

Berlin Board of Education

and

**Nutmeg Independent Unions
Clerical & Secretarial Employees**

2019-2022

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ARTICLE I
Recognition

Section 1.0

The Board recognizes Nutmeg Independent Unions (herein referred to as the Union) as the sole and exclusive representative for purposes of collective bargaining on matters of wages, hours and other conditions of employment for all clerical and secretarial employees working twenty-five (25) hours or more per week, excluding one (1) secretary to the Superintendent of Schools, the Human Resources Generalist, the Payroll Coordinator and any other employees excluded under the Municipal Employee Relations Act, Conn. Gen. Stat. §7-467 et seq. (the "Act").

ARTICLE II
Union Security

Section 2.0

Any employee who is a member of the union at the time the Agreement becomes effective, and who has previously provided a dues payroll deduction authorization notice to the Board for the deduction of union dues, shall continue membership in the Union unless the member opts out of the Union by notifying the Board and the Union in writing of such intention. Any new employee may become a member of the Union upon signing a dues payroll deduction authorization form which shall then be provided to the Board in a timely manner. Any new employee may opt out of the Union by notifying the Board and the Union in writing of such intention.

Section 2.1

The Board is authorized to deduct during each pay period, union dues of each member of the Union. Such deductions shall be made after each such member has signed a request form furnished by the Union authorizing the Board to deduct union dues from the member and shall continue until such time as the member properly withdraws such authorization. Any authorization on file shall continue in full force and effect until revoked by the member in writing. Upon receipt of such revocation, the Board shall stop dues deductions immediately.

The amount of dues to be deducted shall be determined by the Union and be provided to the Board by written or electronic notice to the Superintendent of Schools with the Union being totally responsible for the amount requested. Any change in the amount of dues deducted will not become effective until 30 days after receipt of such written notice.

Section 2.2

The Union shall indemnify and hold the Board harmless from any and all demands, suits, complaints, claims, costs and liabilities, including reasonable attorney's fees, caused by or arising out of the administration or enforcement of this Article.

Section 2.3

The Board will make a copy of the collective bargaining agreement available to employees electronically.

Section 2.4

There shall be no discrimination, coercion, or intimidation of any kind against any employee or the employer on any basis provided by law.

Section 2.5

In the event the Administration makes substantive changes to a job description, the Administration agrees to negotiate the impact of such changes with the Union.

**ARTICLE III
Board Prerogatives**

Section 3.0

Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Board has and will continue to retain, whether exercised or not, all the rights, powers and authority heretofore had by it, and shall have the sole right, responsibility and prerogative of management of the affairs of the Board of Education and direction of the working forces, including, but not limited to those rights provided by Conn. Gen. Stat. §10-220 and the following:

- A. To determine the care, maintenance and operation of equipment and property used for and in behalf of the purposes of the Board.
- B. To establish or continue policies, practices and procedures for the conduct of Board business and, from time to time, to change or abolish such policies, practices or procedures.
- C. To discontinue processes or operations or to discontinue their performance by employee for lack of work or other legitimate reasons when it shall be in the best interests of the Board.
- D. To select and to determine the number and types of employees required to perform the Board's operation.

- E. To employ, transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Board.
- F. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Board, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.
- G. To establish contracts or sub-contracts for its operations, provided that this right shall not be used for the purpose or intention of undermining the Union or of discriminating against its members. All work customarily performed by the employees of the bargaining unit shall continue to be so performed unless it can be done more economically or expeditiously otherwise.
- H. To create job specifications and revise existing job specifications, subject to the Union's right to negotiate the assigned wage rate.

Section 3.1

The above rights, responsibilities and prerogatives are inherent in the Board of Education by virtue of statutory and charter provisions and are not subject to delegation in whole or in part.

ARTICLE IV Wages

Section 4.0

The hourly wage rates for all positions covered by this Agreement are set forth in Appendix "A" attached hereto and made a part of this Agreement.

All employees enrolled shall be paid by direct deposit.

The President of the Union shall be notified in writing of the names, classification, seniority list and placement on the hourly wage schedule of all clerical or secretarial personnel by September 20th of each year. The President of the Union shall be notified of changes during the course of the year.

ARTICLE V
Insurance

Section 5.0

A. The HDHP/HSA shall be the sole insurance option and will include the following elements:

	In-Network	Out-of-Network
Annual Deductible (Individual/Aggregate Family)	\$2000/4000 \$2,250/4,500 (21-22)	
Co-insurance	N/A	20% after deductible
Cost Share Maximum (Individual/Aggregate Family)	\$4,000/8,000 \$4,500/9,000 (21-22)	
Lifetime Maximum	Unlimited	\$1,000,000
Preventive Care	Deductible not applicable	20% co-insurance after deductible, subject to co-insurance limits
Prescription Drug Coverage	Treated as any other medical expense, subject to the post-deductible co-payments set forth below	

Following exhaustion of the applicable deductible, prescription drugs shall be subject to post-deductible co-payments of \$10/25/40 (retail), and a two times (2x) co-payment for mail order.

For each contract year, the Board will fund fifty percent (50%) of the applicable HSA deductible amount on or about September 1 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 Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment.

Wellness Incentive: Effective July 1, 2020, the health insurance plan set forth in this Article shall include a wellness incentive program, designed to provide early diagnosis and appropriate information to individuals enrolled in the plan so that they and their health care professionals can determine appropriate, timely courses of treatment as needed. The wellness program will include age-based preventive physical examinations and age-based preventive screenings.

If an employee and the employee's spouse (as applicable) fulfill all applicable components of the wellness program during a plan year (July 1 through June 30), the Board will contribute the following additional amounts into the employee's HSA during the following plan year:

Employee Enrolled in Individual Coverage: \$100
 Employee Enrolled in Two-person or Family Coverage: \$200

B. A Dental Rider comparable to the one in effect shall be provided for employees and their eligible dependents. The maximum age for dependents for the dental rider shall be 26.

C. Each eligible employee shall pay the following percentage of the premiums:

	Effective 7/1/19	Effective 7/1/2020	Effective 7/1/2021
HDHP/HSA Plan	17.5%	18.0%	18.5%
Dental Plan (Individual Coverage)	17.5%	18.0%	18.5%
Dental Plan (Percentage of Additional Premium for Dependent Coverage)	28.0%	28.0%	28.0%

D. A Health Reimbursement Account ("HRA") shall be made available for any employee who is precluded from participating in a Health Savings Account ("HSA") because the employee receives Medicare and/or veterans' benefits. The annual maximum reimbursement by the Board for employees participating in the HRA shall not exceed the dollar amount of the Board's annual HSA contribution for employees enrolled in the HSA.

E. Part-Time Employees

Part-time employees will pay on a pro rata basis for any one of the health insurance plans offered by the Board, as set forth in Section 5.0 above.

For purposes of this Article, "part-time employees" shall be defined as all employees who work less than 52 weeks each year or less than 7.5 hours per day, provided that such employees must work at least thirty (30) hours per week in order to be eligible for insurance benefits.

F. Section 125 Plan

The Board shall maintain a plan under Section 125 of the Internal Revenue Code, in order to allow employees to pay their insurance premium contributions on a pre-tax basis.

G. Life Insurance

Effective as soon as practicable following an employee's successful completion of the probationary period, the Board will provide each full-time employee with group term life insurance in the amount of \$50,000.

H. Change of Carriers

In the event the Board finds that it can provide substantially equivalent benefits and services through an alternative carrier of its choice, it shall seek mutual agreement of the Union for such change. The Union shall have thirty (30) working days to examine the Board's proposal. If the parties are unable to agree to the alternative carrier, a mutually agreed upon arbitrator shall be appointed and the decision of the arbitrator shall be binding upon the parties. If the parties are unable to agree on an arbitrator within 10 days of a request by either party to arbitrate, the American Dispute Resolution Center, Inc. or a mutually agreed upon entity shall be requested to appoint an arbitrator with expertise in the health insurance field in accordance with its rules and regulations.

I. Insurance Upon Retirement

Any employee, upon retirement, and their eligible dependents, may continue, at the retired employee's expense, all medical benefits until age 65 provided payments are made to the Board office 30 days in advance of the month covered. Dependents will be continued provided coverage of dependents is continuous. Dependent coverage discontinues upon the demise of the employee.

ARTICLE VI
Working Conditions

Section 6.0

All appointments shall be subject to a probationary period of 90 work days.

Vacancies, Promotions and New Positions

All postings shall be posted internally for five (5) working days and shall be e-mailed to the officers of the Union within said five (5) day period. Thereafter, postings may be posted externally for five (5) working days. As such, bargaining unit members shall have ten (10) working days from the date of posting to apply.

For any vacancy in a budgeted position that the Board elects to fill, the position shall be posted within forty-eight (48) hours. After the Board of Education approves continuation of the position, said appointment shall be made if qualified applicant is available to fill this position, within one hundred and twenty (120) days.

If a budgeted position is filled temporarily, the probationary hourly rate shall be paid to the person holding the position until the appointment is made. Such appointment shall be made within one hundred and twenty (120) days.

Prior to eliminating a bargaining unit position or reducing a full time bargaining unit position to a part time bargaining unit position, the Administration agrees to negotiate the impact of any such decisions with the Union.

Selection for promotion shall be based on required qualifications, and satisfactory past performance as well as an interview with the prospective administrative and/or supervisory personnel. In the event two or more applicants possess qualifications which are relatively equal, then seniority shall be the deciding factor for awarding the promotion.

Before the Board adopts a change in policies affecting conditions of employment not covered by terms of this Agreement and which the Union has not proposed, the Board will notify the Union in writing that it is considering such a change and the Union shall be given an opportunity to discuss any such proposal with the Board.

Section 6.1

- A. Work Day – The work day for one employee at each school shall be an eight (8) hours per day and the work week for these employees shall be forty (40) hours per week. The Board reserves the right to reduce the work day for these employees to seven and one half (7 ½) hours per day and thirty-seven and one half (37 ½) hours per week. For all other full-time employees, the work day shall be seven and one half (7 ½) hours per day and the work week shall be thirty-seven and one half (37 ½) hours per week.
- B. Summer Work Schedule - During the summer, employees are expected to work their normal hours as set forth in Section 6.1 A above. Notwithstanding that expectation, employees may adjust their start and end times in the summer weeks, subject to the approval of their Building Principal or the Superintendent for central office employees. The weeks/days when flexible summer hours will be adhered to shall be determined by the Administration.
- C. Break Time – Employees will be allowed time for a 15-minute break in the morning and the afternoon as a period of free time. The two periods cannot be combined.
- D. Prorated - The salary, vacation, holiday, sick leave, longevity and severance benefits for any position established for working less than 52 weeks shall be prorated proportionately to 52-week employees.

Section 6.2

The schedule of holidays is as follows:

Independence Day	Day after Christmas
Labor Day	New Year's Eve
1/2 Day Berlin Fair Day	New Year's Day
Columbus Day	Martin Luther King Day
Thanksgiving Day	Presidents' Day
Friday after Thanksgiving	Good Friday
Day before Christmas	Memorial Day
Christmas Day	

In the event that school is in session on any of the holidays set forth above, the Board will designate a floating holiday in lieu of the holiday.

Section 6.3

Vacation - For the fiscal year in which an employee is hired, the employee shall accrue vacation at the rate of .83 days for each completed month of employment. Such vacation shall be credited to the employee on the July 1st following the employee's hiring. On the employee's fifth and tenth anniversary date of hire, the employee shall be credited with an additional week of vacation, which must be used prior to June 30 of that year or carried over pursuant to the provisions below (maximum of five (5) days).

Employees shall be credited with the following amounts of vacation on July 1st, following the completion of the fiscal year, based on the number of years of completed service as of July 1st:

Number of Years of Service Completed as of July 1 st	Number of Vacation Days Credited on July 1st
1-4	Ten
5-9	Fifteen
10+	Twenty

If unable to take days due to work load, unused days may be carried over to following years, subject to supervisory approval. Carry-over shall be limited to five (5) days.

Upon the resignation, retirement, layoff or death of an employee, the Board will pay the employee for unused vacation for the current year (and any days carried over from the prior year in accordance with the preceding paragraph) up to a maximum of twenty (20) days. In the case of resignation or retirement, the employee must provide fifteen (15) calendar days' notice in advance of the effective date of the resignation or retirement in order to be eligible for such payment.

Vacation requests shall be submitted in writing to the employee's immediate supervisor and must be approved in advance by the employee's immediate supervisor. Where possible, vacation requests should be submitted twenty (20) calendar days prior to the proposed vacation. Employee's request to take non-emergency vacation day(s) will not be denied simply for failure to provide twenty (20) calendar days advance notice.

Section 6.4

Resignations - Written notice of resignation should be filed with the Superintendent of Schools at least fifteen (15) calendar days in advance of separation, unless emergency reason can be shown. The employee should also send a copy of resignation to the President of the Union.

Section 6.5

Severance Pay - Upon completion of ten (10) years of service, all full-time employees hired prior to September 1, 2010 shall be granted severance pay of three paid days per month for the fiscal year upon retirement, resignation, or termination due to death. Severance pay paid to an employee retiring or resigning, or to the estate of a deceased employee shall be paid on the above basis provided accumulated sick leave is 120 days or more. Otherwise, it is paid on the percentage to what accumulated sick leave is to 120.

Section 6.6

School Cancellation - On snow days, if the Superintendent feels that conditions are such that no one should be on the roads, or in the event the Governor declares an emergency travel ban and closes the roads for all non-essential personnel, clerical personnel will be notified not to come to work; otherwise, the reporting time is established by the Superintendent/designee. If school opening is delayed, the reporting time is established by the Superintendent/designee.

Late Openings or Early Releases - If school opening is delayed, the reporting time is established by the Superintendent/designee. In the event of a late opening or early release as a result of inclement weather or other emergencies, employees will be paid as if they worked their normal work day. This time shall be reported on time sheets as "emergency closing". If an employee does not report to work on a late opening or early release day, he or she will not be paid for this time under the "emergency closing" designation and he or she must designate the full day as a vacation day or personal day.

If an employee is on an approved vacation, personal or sick day and the District closes due to inclement weather or other emergencies, the day or days closed will be designated as originally authorized and an employee will not be paid under the "emergency closing" designation.

The decision of the Superintendent in such cases is not subject to the grievance process.

Section 6.7

Sick Leave - All 52-week, full-time employees are allowed (15) fifteen sick days per fiscal year (July 1 to June 30) and allowed to accumulate with the understanding that once accumulated to 150 days, they will continue to receive fifteen (15) days each year, non-accumulative above the 150 days but which can be used within the year granted without reducing the 150 days accumulated. Sick leave shall be pro-rated during an employee's first year of employment.

Sick leave may be taken for:

- A. Employee's personal sickness.
- B. Except as otherwise required by law, not more than six (6) days of sick leave per year may be used for the illness of the employee's spouse, parent, child, grandchild, mother-in-law, father-in-law or a member of the employee's household, or of a member of the employee's immediate family for whom the employee has been given the legal responsibility for making health care decisions, through a health care proxy, living will or similar legally binding process.
- C. Attending an appointment with a physician, where such an appointment cannot be scheduled outside the employee's work hours, and where the employee notifies the immediate supervisor and/or designee of the appointment at least one (1) week in advance, except in emergencies.

If an employee exceeds his/her allotted number of sick leave days for any of the reasons set forth above, he/she may apply to the Board for additional leave time. The Superintendent shall receive the request on behalf of the Board and shall make a recommendation to the Board regarding the employee's request. The Board may establish relevant terms and conditions on each employee's request. The Board's decision in each case is final and shall not be subject to the grievance procedures of this Agreement.

Section 6.8

Personal Leave

- A. Employees shall be allowed an additional three (3) days absence with full pay during each school year for personal affairs. These days are not to be accumulative. These days are not to be used to either be a part of or extend any vacation or holiday. They are to be used for personal business only. Personal leave shall be pro-rated during an employee's first year of employment. All personal leave may be used in minimum one (1) hour increments by the employee.
- B. Personal leave is to be used for conducting personal business that cannot be transacted outside of working hours. Examples of permissible uses of personal leave include the following: required court appearance; house closing; birth or

adoption of child; graduation of employee, spouse, child or other relative domiciled in employee's household; marriage of employee or child.

- C. In order to use personal leave, an employee shall request the use of such time at least 72 hours in advance, except in emergencies. All such requests shall be submitted to the immediate supervisor, and shall state the reason for the personal day. In emergencies, the seventy two (72) notice requirement may be waived.
- D. These days shall not be used during the first two weeks or last two weeks of the school year, or immediately before or after any school vacation or holiday, unless the Superintendent or the Superintendent's designee, in his/her sole discretion, grants such days when the circumstances associated with the request are unexpected and/or unavoidable.

Section 6.9

Funeral Leave

- A. Five (5) days with full pay to the employee will be allowed for: death in the immediate family (father, mother, brother, sister, spouse, child, grandmother, grandfather, grandchild, in-laws, in same relationship, resident in the same household).
- B. Three (3) days with full pay to the employee will be allowed for: death of aunt, uncle, 1st cousin, niece or nephew, or in-laws in same relationship.

Section 6.10

Professional Leave - Two authorized members, one from any school or central office, of the Union may be granted professional leave for attending to Union business. Total time for the whole Union is six (6) days per year to attend Union conventions or to attend workshops. A written request from the President of the Union shall be directed to the Superintendent for approval.

Section 6.11

Leave of Absence - Leaves of absence without pay may be granted by the Board for a definite period not to exceed one (1) year, for the following reasons:

- A. For health reasons, upon advice of a physician.
- B. For other personal reasons subject to the review and recommendations of the Superintendent.

Application for such leave of absence must be made in writing, stating the reason for the request and the length of time desired.

Section 6.12

Protection of Clerical Employees - The Board shall protect and save harmless any employee from financial loss and expense, including legal fees and costs, if any, in accordance with the provisions of Conn. Gen. Stat. §§10-235 and 10-236a(a).

Section 6.13

Retirement - Employees may participate in the Town of Berlin Retirement Plan, subject to the requirements and provisions of the Plan, as may be amended from time to time.

Section 6.14

Pregnancy Leave - Any employee who becomes pregnant shall receive a leave of absence for the reasonable period of physical disability due to childbirth. Except in the case of unusual medical difficulties, leave is expected not to exceed six (6) weeks after delivery. Upon return, the employee shall be assigned to her former position or to an available comparable position if the employee's former position has been eliminated. Such leave shall be treated the same as any other short-term disability, and shall be with pay to the extent of available sick leave.

ARTICLE VII

Seniority

Section 7.0

The Board shall prepare a list of all employees covered under this agreement showing their seniority in length of service with the employer and deliver the same to the Union on September 20 of each year. The seniority list shall be posted on the Union's bulletin board also.

An employee shall acquire seniority commencing on the date of his/her employment in this bargaining unit by number of months served.

Seniority shall accrue during leaves of absence with the exception of more than a year. This shall remain at the same status until the employee returns to work. When the employee returns to the position, seniority will then continue at the level she maintained while on leave.

ARTICLE VIII
Grievance Procedure

Section 8.0

Definitions

- A. A "grievance" is a claim based upon an event or condition which affects the welfare or conditions of employment of an employee or group of employees and/or the interpretation, meaning or application of any of the provisions of this Agreement.
- B. An "aggrieved person" is the person or persons making the claim.
- C. A "party in interest" is the person or persons making the claim and any person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
- D. The term "days" except where otherwise indicated, means working days.
- E. In instances where reference is made to the Superintendent or a specific employer, it shall be understood that such reference can mean his designated representative also.

Section 8.1

Purposes

- A. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems, which may from time to time arise, affecting the welfare or working conditions of employees.
- B. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.
- C. Nothing herein contained shall be construed as limiting the right of any employee having a problem to discuss the matter informally with any appropriate member of the administration or with any appropriate representative of the Union.

Section 8.2

Time Limits - Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement in writing. If a grievance in writing is not filed with the Principal or immediate supervisor within the time limit set forth in Step 2 below, then the grievance shall be considered to have been waived. Failure by the grievant at any level to

appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.

An employee may, if any representative of the Board fails to render his/her/its decision within the specified time limits, process his/her/its grievance to the next higher level.

Section 8.3

Informal Procedures

- A. If an employee feels that he/she may have a grievance, he/she shall first discuss the matter with her principal or immediate supervisor in an effort to resolve the problem informally.
- B. If, after such discussion, the employee is not satisfied with the disposition of the matter, she shall have the right to have the Union assist her in further efforts to resolve the problem informally with the principal or immediate supervisor.

Section 8.4

Formal Procedures

- Step 1 - The aggrieved employee, with or without the Union, shall, within ten (10) working days of the occurrence, take up the grievance matter with the Principal or immediate supervisor in an effort to get the grievance resolved immediately. The answer must be given within ten (10) working days.
- Step 2 - If the aggrieved party or the Union is not satisfied with the answer given by the Principal or immediate supervisor, they may, within ten (10) working days of receipt of the Step 1 response, or the expiration of the time period for such response, whichever is sooner, elect to submit the grievance to the Director of Human Resources, who will arrange a hearing with the grieving party and the Union within ten (10) working days and will provide the party and the Union with a written answer ten (10) working days after the hearing.
- Step 3 - If the aggrieved party or the Union is not satisfied with the answer given by the Director of Human Resources, the aggrieved party or the Union may, within ten (10) working days after receipt of the Step 2 answer, or the expiration of the time period for such response, whichever is sooner, submit the grievance to the Superintendent of schools (or designee). The Superintendent of Schools (or designee) shall respond to the grievance in writing within ten (10) working days.

Section 8.5

Step 4 - If not satisfied with the answer given by the Superintendent (or designee), the Union may, within ten (10) working days of receipt of the Superintendent's (or designee) Step 3 response, or the expiration of the time period for such response, whichever is sooner, submit the grievance to arbitration by filing a written notice of intent to submit the matter to arbitration with the Director of Human Resources and simultaneously filing the grievance with the American Arbitration Association (AAA), the American Dispute Resolution Center Inc. (ADRC), or any other mutually agreed upon entity or individual.

In the event that a grievance is processed to arbitration through the American Arbitration Association, the American Dispute Resolution Center Inc., or any other mutually agreed upon entity or individual, the parties shall split the costs of the arbitrator, and all costs associated with the processing of the grievance equally.

The decision rendered by the arbitrator shall be final and binding upon all parties, except as otherwise provided by law. The arbitrator shall be bound by and shall apply only the terms of this Agreement and shall not in any respect add to, delete from or modify such terms.

If the parties mutually agree, they can request the mediation services of the State Board of Mediation and Arbitration in an effort to resolve any grievance short of arbitration.

Section 8.6

Nothing herein shall be construed as prohibiting an aggrieved party from handling her own grievance if she so desires, but no agreement shall be made that is contrary to any terms of the Agreement. The Union has the right to attend and participate at any step of the procedure. Notwithstanding the foregoing, an employee shall not have the right to pursue a grievance to arbitration; only the Union shall have the right to pursue a grievance to arbitration.

Section 8.7

The Board shall allow the aggrieved employee and a Union representative or officer the necessary time off without loss of pay to resolve any such grievance(s) in accordance with those procedures as set forth in Section 8.4, Steps 1 through 4, but in no case will the Board pay for any time other than lost time within the work schedule.

**ARTICLE IX
Union Bulletin Board**

Section 9.0

Bulletin space will be provided at each school building.

**ARTICLE X
Union Meeting on Town Property**

Section 10.0

The Union may call meetings in an approved location that is under jurisdiction of the Board of Education before or after regular hours, providing such meetings do not conflict with other scheduled activities or programs.

**ARTICLE XI
Visitation Clause**

Section 11.0

The employer shall permit the President of the Union or the President's designated representative to visit any place of employment where any bargaining unit member works in order to investigate working conditions, complaints and problems, or for any other purpose relating to the terms and conditions of this Agreement. Visitation is not to exceed 1½ hours and notice and approval must be given prior to the visit.

**ARTICLE XII
Workers' Compensation**

Section 12.0

When an employee is absent from his/her regular assignment due to a claim under the Workers' Compensation Act, the following procedure will be followed:

- A. Employee will file claim with the current insurer.
- B. The insurer will pay employee compensation due based on employee's salary.
- C. The Board may require a physical examination of any employee returning to work, in accordance with federal and state law.

For employees who are entitled to receive workers' compensation benefits as a result of an injury, illness or occupational disease arising out of and in the course of their employment

with the Board, the Board will pay the difference between the dollar amount of weekly payments received by the employee under the Workers' Compensation Act and the employee's regular weekly net pay after deduction of taxes, for a period of up to one hundred and twenty (120) calendar days from the date of injury, illness or occupational disease, or until such time as the employee is able to return to work, becomes ineligible for workers' compensation benefits, or reaches maximum medical improvement, whichever occurs first.

Nothing herein shall preclude the Board from exercising its rights under the FMLA when an employee is absent from work due to an injury, illness or occupational disease.

ARTICLE XIII Travel Reimbursement

Section 13.0

If the employer requires an employee to use his/her own vehicle, reimbursement shall be at the current IRS mileage rate.

ARTICLE XIV Overtime

Section 14.0

Overtime will be paid at one and one half times the regular rate for all full-time persons who work beyond their normal work week. Prior approval to work overtime must be obtained from the Director of Business Operations and/or his/her designee by the employee or unit supervisor. The normal work week shall be established in accordance with the provisions of Article VI, Section 6.1

Section 14.1

Overtime will be paid no later than the following pay period.

Section 14.2

A record of overtime hours worked by each employee shall be kept current by the Employer and be made available to all employees and the Union for their inspection upon request within five (5) days.

Section 14.3

Overtime work shall be voluntary when possible. If there are no volunteers, the Employer may assign overtime work.

Section 14.4

Employees who are required by their Supervisor to remain on duty during meal periods shall be compensated for this period at the appropriate overtime rate of pay.

Section 14.5

Employees required to work on Sunday or on any designated holiday shall be compensated at the rate of twice their regular rate of pay and be guaranteed pay for three (3) hours of work.

Section 14.6

Comp Time is available to all clerical staff in lieu of overtime pay, only when overtime hours are approved in advance by the supervisor. The overtime hours must be for work-related reasons that may require an employee to extend their regular work day or work outside of their regular schedule. Comp Time will not be authorized for the purposes of accommodating a flexible work schedule.

The use of Comp Time vs. overtime is at the employee's discretion, employees cannot be required to utilize Comp Time in lieu of overtime payment.

Comp Time shall be awarded at a rate of time and one half for any hours worked beyond the regularly scheduled work day and/or Saturdays. Hours worked on a Sunday will accrue compensatory time at a double time rate (in compliance with Section 14.5).

Comp Time accumulations cannot exceed one week of time.

Comp Time not used by the end of the fiscal year must be paid out to the employee.

Comp Time will be tracked in the payroll system. Employees will indicate on their time cards when hours worked should be banked as Comp Time. Payroll will log the time in the Payroll system so that the time accumulates and is maintained on the biweekly pay stub.

Requests to take time off under Comp Time should be requested through the Absence Management System and will follow the approval process of vacation time requests.

ARTICLE XV
Discipline and Dismissal

Section 15.0

The Board agrees that it will act in good faith and for just cause in the dismissal or discipline of any employee included in this Agreement.

ARTICLE XVI
Preservation of Rights

Section 16.0

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

ARTICLE XVII
No Strike

Section 17.0

Pursuant to Connecticut General Statute §7-467 (Municipal Employees Relations Act), all employees included in this Agreement shall not hinder the Board's operation by strike or work stoppage and the Board shall not pursue lock-out tactics in any part of its operations.

ARTICLE XVIII
Layoffs

Section 18.0

In the event that layoffs become necessary, the employee with the least seniority in the classification where work must be curtailed shall be laid off first. When employees are to be recalled, the first to be recalled shall be those last laid off. If the Board intends to lay off an employee, a two-week notice of termination shall be given to said employee or two-weeks separation pay based on the employee's current salary.

Section 18.1

A laid-off employee shall have recall rights within his or her professional capabilities for a period of two (2) complete years from the date of lay-off. An employee who waives recall rights shall be placed on the lowest seniority status for a subsequent recall, provided such recall rights shall in no event extend beyond the two (2) year period. An employee who refuses recall or who fails to respond to an electronic recall notification within five (5) calendar days or three (3) calendar days from oral notification, whichever is earlier, shall lose all further recall rights. It will be the employee's responsibility to ensure that the email address and phone number on file with Human Resources remains current and up to date. The Union President shall be notified when the Administration is unable to successfully contact an employee through either the electronic or oral notification process.

Section 18.2

For the purposes of this Article, seniority shall be defined as an employee's continuous length of service with the Board from said employee's most recent date of hire into the bargaining unit.

Section 18.3

If an employee is recalled to employment within the recall period, he/she shall retain any seniority accrued prior to the layoff.

**ARTICLE XIX
Employee Review of Official Personnel Folders**

Section 19.0

Employees desiring to review their official personnel folder outside of the work day will be permitted to do so by making an appointment through their immediate supervisor or with the Director of Human Resources.

Section 19.1

Employees will be afforded the opportunity to put on record any statement they wish to make about unfavorable information contained in their personnel folders. It is further agreed that if the record has not been disclosed to the employee it cannot be used as a basis for disciplinary action.

**ARTICLE XX
Access to Information**

Section 20.0

The employer agrees to provide to the Union, upon adequate notice, materials and information beneficial to the proper administration of this Agreement and/or its successors.

**ARTICLE XXI
Negotiations Over Matters Not Covered
By Terms of This Agreement**

Section 21.0

Where any rule, regulation, procedure or policy of the employer is in conflict with any specific provisions of this Agreement, the Agreement shall prevail.

ARTICLE XXII
Longevity

Section 22.0

Full-time employees after the completion of the following number of years will receive annually longevity payments.

3-year anniversary:	\$150.00
8-year anniversary:	\$250.00
15-year anniversary:	\$350.00
20-year anniversary:	\$650.00

Longevity payment shall be made in a lump sum on the first payroll date of December.

Only unit members employed by the Board of Education on or prior to June 30, 2001 shall be eligible for longevity payments.

ARTICLE XXIII
Savings Clause

Section 23.0

If any section, sentence, clause or phrase of the Agreement shall be held for any reason to be inoperative, void or invalid, it shall be severed from the Agreement and the validity of the remaining portions of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement that no portion thereof or provisions herein shall become inoperative or fail by reason of the invalidity of any other portion or provisions and the parties do hereby declare that they would have severally approved of and adopted the provisions contained herein, separately and apart from the other.

ARTICLE XXIV
Complete Agreement

Section 24.0

It is understood and agreed that this Agreement contains the complete agreement of the parties, and that it may be amended or altered only by mutual agreement in writing signed by the parties. The Board and the Union agree that each had a full opportunity to raise issues, and that all matters to be included in this Agreement have been presented, discussed and incorporated herein or rejected. Accordingly, it is agreed that for the life of this Agreement each party voluntarily and unqualifiedly waives the right and each agrees that

the other shall not be obligated to bargain collectively with respect to any subject or matter, whether or not referred to in this Agreement.

ARTICLE XXV
Duration

The provisions of this Agreement shall be effective July 1, 2019 and shall remain in full force and effect to June 30, 2022.

IN WITNESS WHEREOF, THE PARTIES HEREUNTO CAUSE THESE PRESENTS TO BE EXECUTED BY THEIR PROPER OFFICERS, HEREUNTO DULY AUTHORIZED, AS OF THE DATE AND YEAR FIRST ABOVE WRITTEN.

BERLIN BOARD OF EDUCATION

Date: 9/12/2019 Matthew A. Kenya
President
Board of Education

NUTMEG INDEPENDENT UNIONS

Date: 9/11/19 Shela A. deRito,
Janice Walker
President De McRally

Date: 9/11/19 [Signature]
NIU Representative

**APPENDIX A
WAGE SCHEDULE**

The Board and the Union agree that the hourly rates to be received by each position for 2019-2022, shall be reflected in the wage schedules below. The Board and the Union agreed to revisions to grades, position titles and the structure of the wage schedule effective in 2019-20.

2019-20*	1.75% increase
2020-21	1.75% increase
2021-22	1.75% increase

*Retroactive to July 1, 2019.

		2019-20	2020-21	2021-22
Class C	Step 1	27.00	27.47	27.95
Office Assistant	Step 2	27.40	27.88	28.37
	Step 3	28.14	28.64	29.14
		2019-20	2020-21	2021-22
Class B	Step 1	28.14	28.64	29.14
Administrative Assistant	Step 2	28.56	29.06	29.57
and Finance Assistant	Step 3	29.33	29.84	30.37
		2019-20	2020-21	2021-22
Class A	Step 1	28.44	28.94	29.45
Executive Assistant	Step 2	29.60	30.12	30.64
	Step 3	30.87	31.41	31.96

Regardless of the language of this Agreement: a) no employee shall advance more than one step in any calendar year; b) employees who have not reached the maximum step of the applicable wage schedule will advance one step effective July 1, 2021 only.

The hourly rate for probationary employees is 10% below the stated hourly rate.