

**AGREEMENT BETWEEN**

**NEWTOWN BOARD OF EDUCATION**

**AND**

**NEWTOWN FEDERATION OF  
EDUCATIONAL PERSONNEL  
LOCAL 3785, AFT-CT, AFT, AFL-CIO**

**JULY 1, 2019 - JUNE 30, 2023**

## TABLE OF CONTENTS

ARTICLE	PAGE
ARTICLE I - AGREEMENT .....	1
ARTICLE II - RECOGNITION .....	1
ARTICLE III - BOARD RIGHTS .....	1
ARTICLE IV - EMPLOYEE RIGHTS .....	2
ARTICLE V - WORK SCHEDULE .....	2
ARTICLE VI - SICK LEAVE .....	4
ARTICLE VII - CHILDBEARING .....	4
ARTICLE VIII - PERSONAL LEAVE .....	4
ARTICLE IX - GENERAL LEAVE .....	5
ARTICLE X - JURY DUTY .....	6
ARTICLE XI - VACATIONS .....	6
ARTICLE XII - HOLIDAYS .....	7
ARTICLE XIII - HEALTH, ACCIDENT AND LIFE INSURANCE .....	7
ARTICLE XIV - PENSION PLAN .....	10
ARTICLE XV - POLICIES AND QUALIFICATION .....	11
ARTICLE XVI - VACANCIES AND TRANSFERS .....	11
ARTICLE XVII - ECONOMIC LAY-OFFS .....	12
ARTICLE XVIII - GRIEVANCE PROCEDURE .....	12
ARTICLE XIX - PLACEMENT ON SALARY SCHEDULE .....	14
ARTICLE XX - SENIORITY .....	14
ARTICLE XXI - SALARIES .....	15
ARTICLE XXII - DUES DEDUCTION .....	16
ARTICLE XXIII - DURATION .....	16
ARTICLE XXIV - SAVINGS CLAUSE .....	16
APPENDIX A .....	17
APPENDIX B .....	18
MEMORANDUM OF UNDERSTANDING .....	<b>Error! Bookmark not defined.</b>

Since the use of dual-gender words (he or she, his or her) becomes cumbersome and difficult to read, the parties agree to use feminine pronouns throughout this agreement. The choice is strictly arbitrary and does not necessarily reflect the actual gender of any employee.

### **ARTICLE I - AGREEMENT**

This agreement is made and is effective from July 1, 2019 to June 30, 2023 by and between the Newtown Board of Education (hereinafter referred to as the "Board") and the Newtown Federation of Educational Personnel (hereinafter referred to as the "Federation").

### **ARTICLE II - RECOGNITION**

The Board recognizes the Federation as the exclusive bargaining representative for the technology staff and all permanent office and clerical employees employed in the local schools or the central office of the Newtown school system, excluding the Secretary to the Superintendent and the Resources Human Resources Coordinator for the purposes of bargaining collectively on wages, hours, and other conditions of employment.

### **ARTICLE III - BOARD RIGHTS**

The Board reserves and retains, solely and exclusively, all its rights to manage the school system and its employees. The Federation agrees that the functions and rights of management belong solely to the Board, and that the Federation will not interfere with the Board's exercise of these rights and functions.

1. Enumerated Rights. The exclusive functions and rights of the Board include, but are not restricted to, the right to direct the operation of the public schools in the school system in all aspects; select and employ new personnel; manage the school system and the direction of its work force; determine, and from time to time re-determine, the number of Board personnel and the methods and materials to be employed; select and determine the qualifications of employees required to promote the efficient operation of the school system; distribute work to employees in accordance with the job content and job requirements determined, and from time-to-time re-determined by the Board; establish assignments for employees; transfer employees; determine the procedures for promotion of employees; create, enforce and, from time-to-time, change rules and regulations concerning discipline of employees; discipline, suspend, or discharge employees; and otherwise take such measures as the Board may determine to be necessary to promote the orderly, efficient and safe operation of the school system.
2. Unremunerated Rights. The listing of specific rights in subsection 1 of this section is not intended to be all-inclusive, restrictive, or a waiver of any rights of the Board not listed, which have not been expressly and specifically surrendered herein.

#### ARTICLE IV - EMPLOYEE RIGHTS

1. Nothing in this agreement shall be construed as abridging a right or benefit that the employees as a whole have heretofore enjoyed unless specifically superseded by a provision of this agreement.
2. All employees shall receive an annual performance review by their immediate supervisor.
3. Employees shall be paid the established IRS rate per mile as reimbursement for the use of his/her personal vehicle to perform his/her job. Mileage driven to and from home and work is not reimbursable.

#### ARTICLE V - WORK SCHEDULE

1. Workday
  - a) The workday of all full-time personnel covered by this agreement shall be seven hours, exclusive of a lunch period without pay. Starting time, lunch period, and leaving time shall be established by the respective supervisor, subject to the approval of the Superintendent.
  - b) Work schedules of part-time employees shall be determined by the supervisor, subject to the approval of the Superintendent.
  - c) Employees shall be entitled to one paid in-service day annually with advance approval from their supervisor. Technical employees shall be offered appropriate training as needed annually.

2. Overtime
  - a) Personnel who are requested by their supervisor to work beyond a 7-hour day, or a 35-hour week, shall be paid overtime on the following schedule:

Saturday:	time-and-a-half
Sunday:	double-time
Holiday:	double-time (when school is not in session)

- b) All employees who are called into work for evenings or weekends shall be guaranteed a minimum of two hours pay or the equivalent in compensation time.
3. School Workday

Less than 8 hours - straight time

More than 8 hours - time-and-one-half

Personnel working less than 52 weeks who are required by the Superintendent to work

during a school recess shall be paid on a straight-time basis during the first week of recess worked in any school year, and on a time-and-a-half basis for any additional recess or part thereof which they are required to work.

4. Compensatory Time

By mutual agreement, compensatory time may be taken in lieu of overtime pay. Accrual of comp time shall be calculated at the overtime rate as defined in this agreement. Comp time must be used in the same fiscal year as it is earned. In the event that any comp time remains at the end of the fiscal year, it shall be paid out at the employee's regular rate. Accumulation of comp time shall be capped at 21 hours per fiscal year and paid at the end of the fiscal year.

5. Work Schedules

Forty-week employees' work year shall be 188 days. Forty-two week employees' work year shall be 198 days. Fifty-two week employees shall work the full calendar year.

Any employees covered by this agreement shall be given full consideration for any such newly designated or created positions for which the employee is, in the sole judgment of the Superintendent, qualified on the basis of ability, education, and experience.

6. School Closings

On days when school is closed by the Superintendent because of weather conditions, 52-week school office personnel may report to work, if the employee believes that it is safe to come to the school. Should these 52 week school office personnel not report to work, they must use a personal day, floating holiday, or vacation day, or they shall lose a day's pay, for each snow (weather) day they do not come in, unless the roads are declared closed, or they are directed not to come in by the Superintendent. Central Office personnel shall be expected to report to work, road conditions permitting, unless Central Office is closed.

7. Early Closings

Employees who work in schools shall be permitted to leave early during inclement weather conditions that are determined to be hazardous by the Superintendent or her designee after the last bus has arrived home with students.

8. Delayed Openings

On days when the Superintendent has declared a delayed opening, employees who are scheduled to report to work at or before the beginning of the school day, if conditions are hazardous, shall be allowed up to one hour from their normal start time to report to work without loss of pay. Employees shall make every reasonable effort to report to work as close to the start time as possible.

9. Probationary Period

All new employees are subject to a probationary period of 90 calendar days, which may be extended another 60 calendar days at the Superintendent's discretion. Probationary employees may be terminated by the Board or Superintendent, and such termination shall not be subject to the grievance procedure herein.

**ARTICLE VI - SICK LEAVE**

1. All employees covered by this contract working 52 weeks shall be allowed 18 sick leave days each year, cumulative to 150 days. Those employees working less than 52 weeks shall be allowed 15 sick leave days each year, cumulative to 120 days. Employees shall be entitled to use three (3) sick days each school year in the event of serious illness for the employee's spouse, child or parent. Sick leave will be prorated for new hires.
2. Whenever an employee is absent from school as a result of personal injury caused by an accident arising out of and in the course of her employment, she shall be paid her full salary (less the amount of any Workers' Compensation payment award made for the temporary disability due to said injury) for a period of such absence up to six months from the date of injury. The prorated portion of payment made by the Board of Education will be charged against the employee's sick leave.
3. Absences occurring immediately before and immediately after a paid holiday will cause such paid holiday to be also considered a "sick day" for purposes of accumulating leave.

**ARTICLE VII - CHILDBEARING**

Temporary disability, including maternity leave, shall be provided in accordance with state and federal laws. For child rearing leaves, see Article IX (5).

**ARTICLE VIII - PERSONAL LEAVE**

1. All 52-week employees covered by this agreement shall be entitled to five days of absence with pay each year for legal, religious, business, or family matters and employees working less than 52 weeks shall be entitled to three days. These leaves shall be pro-rated for new hires. Personal leaves shall not accumulate. Immediate family members shall be defined as parents, foster parents, guardians, brothers, sisters, mother-in-law, father-in-law, spouse, children, or stepchildren or grandchildren. Leaves of absence for these purposes shall be in addition to any sick leave accumulated. It is expressly agreed that such leaves are not to be for extension of vacation periods, recreation, or holidays. One of the above days may be designated as "private" when the employee involved is not acting inconsistently with these provisions but considers it inappropriate to communicate a specific reason under subsection 3 below.

2. Bereavement Leave

Employees covered by this agreement shall be granted leave with full pay for a period of up to a maximum of five days following a death in the household or immediate family. There will be a maximum of three days for grandparents and brothers-in-law or sisters-in-law. In special cases, allowance may be made by the Superintendent or her designee. For the purposes of this section, immediate family shall be defined as set forth in Article VIII, Section 1.

3. Notification of such leave shall be made in writing to the immediate supervisor at least 24 hours before taking such leave (except in the case of emergency), and the employee shall state the reason for taking such leave as set forth in subsection 1. Such leave shall be granted except in cases of extreme hardship or disability to the school system. An absence designated as "private" immediately before or after a vacation shall not be paid unless specific approval for such payment is given by the Superintendent or her designee.

**ARTICLE IX - GENERAL LEAVE**

1. Leaves of absence will, under normal circumstances, be granted by the Board of Education when such action is recommended by the Superintendent. Such leaves shall be without pay or benefits, and for duration to be agreed to by the Board. The period of leave shall not exceed one year unless the Superintendent and the Board agree that extenuating circumstances exist, and they approve an extension of the leave.
2. An employee who returns to work upon termination of any leave of absence over six months' duration shall be reinstated in her previous position, if available, or in an equivalent position for which she is qualified, if such a position is available, provided that such reinstatement does not require the Board to violate any other employee's rights under the law
3. At the discretion of the Board, other extended leaves not covered by this agreement, with or without salary, may be granted upon the recommendation of the Superintendent.
4. For leaves of absence other than those covered by any portion of this agreement, the rate of deduction shall be one day's pay of the employee's salary for each day of additional leave.
5. Leave for child rearing shall be unpaid and shall commence beginning from the date that medical disability due to childbirth ends or the date of adoption, and shall be subject to state and federal FMLA laws. The leave shall not be in excess of one calendar year unless the Superintendent and the Board agree that extenuating circumstances exist, and they approve an extension of the leave.

## ARTICLE X - JURY DUTY

Any employee covered by this contract who is called for jury duty shall receive the necessary leave to fulfill this legal obligation. This leave shall not be deducted from sick leave. The employee shall receive a rate of pay equal to the difference between the applicable salary and the jury fee. The employee called for jury duty shall notify the Superintendent in writing as soon as the employee has received either (a) a notice from the court indicating that she has been selected for service on the jury panel, or (b) notice to appear in court for service on the jury panel.

## ARTICLE XI - VACATIONS

For the purpose of this article, years of service shall mean an employee's total length of continuous service with the Board of Education based upon their anniversary date. Part time service will be converted to full time equivalent for determination of total length of service.

### Vacation Compensation

Vacation compensation for 40 week to less than 52 week employees is to be paid at the beginning of summer recess. Payment for vacation time will be made on a pro-rated basis to employees at the time of termination, resignation, or retirement occurring prior to the summer recess..

<u>Years of Service</u>	<u>Vacation</u>
10	2 working days
20	5 working days

Vacations shall be earned on the accrual system. All employees covered by this agreement who work 52 weeks per year, shall receive any periodic increase in vacation time, e.g. from 10 days to 15 days, on their appropriate anniversary date. The increased vacation time will result in an increase in the monthly accrual rate.

Vacations shall be earned as follows:

Less than 1 year	½ day per month of service, not to exceed 5 days
At least 1 but less than 5 years	10 days accrued at the rate of .834 days per month
At least 5 but less than 10 years	15 days accrued at the rate of 1.25 days per month
10 or more years	20 days accrued at the rate of 1.67 days per month

Only vacation time that has been earned may be taken; advances or use of unearned vacation time will not be allowed. Vacation time carry over allowance is based upon eligible years of service and accrual rate. Vacation time not used according to the following schedule will be forfeited unless approval to carry over additional time has been granted by the Superintendent. No more than 20 earned vacation days will be paid out to employees at the time of termination, resignation, or retirement.



Employees may carry over up to the total amount of vacation days earned in the prior fiscal year, and no more than 5 additional carry over days.

Central office employees may take their vacations at any time during the year with the approval of their supervisor. For employees other than central office, earned vacations should be taken during the summer at a time approved by the appropriate supervisor.

## **ARTICLE XII - HOLIDAYS**

All employees shall be granted the following paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving Day
President's Day	Day after Thanksgiving Day
Good Friday	Christmas Day
Memorial Day	3 Floating Holidays (by mutual agreement)
Independence Day*	

\* Independence Day is not a holiday for employees working fewer than 52 weeks.

If school is in session on any of the above holidays, an additional day off shall be available to the employee. This additional day off shall be scheduled by mutual agreement between the employee and her supervisor. All floating holidays must be used by the end of the employee's scheduled work year.

Employees shall receive the holidays that fall during their normal work period. If a holiday falls on a Saturday or Sunday, it will be observed on Friday or Monday at the discretion of the administration.

In years in which Christmas Eve is a scheduled workday, those employees who are scheduled to work that day, and actually work in the morning, shall receive a one-half holiday off with pay.

## **ARTICLE XIII - HEALTH, ACCIDENT AND LIFE INSURANCE**

### **Health Insurance**

The Board shall offer the current Anthem Lumenos High Deductible Health Plan (HDHP), with a Health Savings Account (HSA) feature, as outlined and detailed in Appendix B, with deductibles of \$2,000/\$4,000, whereby the deductibles shall be funded by the Board 50% (with pro-rated funding of the deductible for employees who are hired after commencement of the insurance plan year). In the first three years of the contract, July 1, 2019, through June 30, 2022, the Board shall deposit the full amount of its contribution into the employee's HSA prior to July 15<sup>th</sup>. Thereafter, the Board shall deposit one-half of its contribution into the employee's HSA prior to July 15<sup>th</sup> and the remaining one-half of its contribution prior to January 15<sup>th</sup>. The plan, including post-deductible prescription co-pays set forth in Appendix B shall apply. The premium

cost share for this Plan for covered employees will be:

<b>Year</b>	<b>Anthem Lumenos HSA HDP</b>
7/1/2019	16% premium co-payment
7/1/2020	17% premium co-payment
7/1/2021	18% premium co-payment
7/1/2022	18% premium co-payment

Once the deductibles are met the prescription coverage co-pays shall be as follows:

Generic/Brand-preferred/Brand non-preferred

\$10/\$30/\$50 2x copay for mail order 90 Supply

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 educational personnel. The Board shall have no obligation to fund any portion of the BSA deductible for retirees or other individuals upon their separation from employment.

Wellness Incentive: The HSA plan set forth in this Article shall include a wellness incentive program, designed to provide early diagnosis and appropriate information to patients so that they and their health care professionals can determine appropriate, timely courses of treatment as needed. The wellness program will include preventive physical examinations. If the employee and the employee's spouse (if applicable) complete one preventive physical examination during the term of the contract, the Board will make a one-time contribution into the employee's HSA, in the amount of five percent (5%) of the applicable deductible under the HSA plan. For the purposes of this paragraph, the measurement period for completing the physical examination will be the calendar year. The Board will make its additional five percent (5%) HSA contributions on or about the July 1<sup>st</sup> following completion of the calendar year during which the physical exams are completed.

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 Board's annual contribution to the HRA account for employees shall be equal to the amount they contribute for the employees enrolled in the "HSA."

For all purposes under this article, a dependent child shall be defined according to applicable law.

- a) Currently as of the date of ratification it covers children up to, but not including age 26. This definition may change during the course of the contract.
- b) This includes employee's dependent unmarried children who are incapable of self-sustaining employment by reason of physical handicap; if this child is receiving Social Security disability payments, and is eligible for Medicare, then Medicare shall be the primary insurer.

Excise Tax. If the total cost of a group health plan or plans offered under this contract triggers an excise tax under Internal Revenue Code Section 4980I, or any other local, state or federal statute or regulation, the parties agree to open negotiations solely on insurance to address the impact of the tax.

In the event of a question about a dependent receiving insurance coverage, the Board may require the employee to provide a copy of that portion of the employee's Federal Income Tax Return, which lists dependents, or other legal documents showing the employee's legal responsibility to provide health insurance.

All unit employees are eligible for health insurance coverage when working 27.5 hours or more per week

The Board reserves the right to study alternative health insurance plans with different carriers and to change insurance carriers on health insurance provided the following steps occur:

1. The plan suggested as an alternative must contain coverage and benefits and administration comparable to the plans presently in place at no additional cost to the employee; and such alternate plan must be subject to the rules and regulations of the State Insurance Commissioner's Office. The Federation shall have an opportunity to study the proposed plan for a period of 45 calendar days.
2. If at the end of the aforementioned 45 calendar days there is a disagreement between the parties on whether or not the plan offers the requisite coverage, benefits, portability, and administration, then the issue will be sent to a mutually selected arbitrator. If the parties are unable to agree on an arbitrator, the American Arbitration Association shall be required to appoint an arbitrator with expertise in the health insurance field in accordance with its rules and regulations. The decision of the arbitrator shall be binding on the parties. If the arbitrator rules that, the Board's proposed alternate carrier meets the criteria previously outlined in this section and the Board changes carriers, the standards must be maintained during the life of the contract. The Federation shall retain the right to ask the arbitrator to reinstate the original carrier if the standards as outlined are not maintained.

The employee's option to cancel coverage or to reinstate coverage may be made during an open enrollment period, for a minimum of 20 calendar days, established annually by the Board in May or June. In addition, the option to reinstate coverage may be made upon a qualified change in family status, such as marriages, divorce, birth of a child, spousal benefit coverage loss, etc.

### Accidental Death, Dismemberment and Life Insurance

All employees working 27.5 hours or more per week will have Accidental Death and Dismemberment and Life Insurance in the amount to \$60,000.

### Retiree Insurance

Eligible employees who retire after 25 years of qualified service having attained age 62 will be able to maintain individual health insurance coverage at their expense until they become eligible for Medicare. Eligible employees must be actively enrolled in the medical insurance program at the time of retirement and must have been enrolled in the medical insurance program for the complete fiscal year prior to retirement. A qualified year of service is one in which the employee worked 20 or more regularly scheduled hours for forty or more weeks in the year. Extra hours worked or hours worked as a substitute, intern, student, or temporary employee will not count towards years of service.

### Long Term Disability

Long-term disability benefits will be available to employees who become functionally disabled. The following criteria must be met: the employee must have completed 5 years of continuous service with the Board of Education; the employee must have exhausted all accumulated sick leave, vacation and personal leave; and the long-term disability income will be available after the above criteria has been met and at least 26 weeks of disability and leave from work has occurred.

Subsequent to the 26 weeks of disability and the time that the employee has exhausted all paid leave, the employee will receive long-term disability income for the length of the period the employee is disabled, but no longer than the date of the employee's normal retirement date.

To receive the long-term disability payments, the employee must be unable to perform his/her job for the first two years of disability and subsequent to that first two years, must be unable to perform any other job to which he/she is suited by reason of education or training.

The long-term disability payments shall be equal to 50% of the employee's normal monthly straight time earnings at the start of the disability leave less any payment for which the employee is eligible from Social Security and any other insurance or pension plan to which the Town has contributed.

## **ARTICLE XIV - PENSION PLAN**

Employees' participation in the Town Pension Plan is mandatory for all eligible employees hired prior to November 17, 2015. A copy of that plan will be available to each new employee. The plan shall be administered in accordance with the rules and regulations of the Town Pension Plan. Employees will be notified annually of pension status. Employees hired on or after November 17, 2015 shall only be eligible to participate in the Town's Defined Contribution Plan.

## **ARTICLE XV - POLICIES AND QUALIFICATION**

- a) This agreement is subject to all policies and job descriptions approved by the Board as relating to office personnel of Newtown Public Schools. In the event that the Board establishes new or revised positions within the bargaining unit, the parties will negotiate the salaries and/or differentials for such positions.
- b) **Reclassification Procedure**

Any employee who thinks that a reclassification is in order shall first meet with her immediate supervisor and, if the employee so desires, the Federation President. The purpose of this meeting is to review the bargaining unit member's job duties and determine whether or not a move to a higher classification is in order.

After this initial meeting, the employee and the Federation President may petition the Director of Human Resources for a reclassification to a higher classified position. At such time that an employee makes a request for a reclassification, the Director of Human Resources shall so notify the Federation President. This meeting will occur within 10 working days of the petition. The employee must be able to show that the majority of her job duties fall into the job description of the higher classified position. The Director of Human Resources must render a decision within 10 working days of the meeting.

If the Director of Human Resources does not agree that a reclassification is in order, then the employee may appeal the Director of Human Resources' decision to a two-member panel consisting of the Superintendent and Federation president, or their designees. The Director of Human Resources and the employee shall be allowed to make a presentation to the panel in support of their positions, and the panel shall make its ruling within two weeks of hearing both presentations. This presentation must be scheduled within 10 workdays of the appeal. If the panel agrees that a reclassification is in order, then the reclassification will be ganted and will be effective on the date of the petition to the Director of Human Resources. If the panel does not agree, then the reclassification will be denied. A tie vote will mean that the panel does not agree. The final decision must be rendered within 10 days of the appeal meeting. All time limits referenced in this procedure may be waived by mutual agreement. The Federation President shall be notified in writing of all decisions to grant reclassifications.

## **ARTICLE XVI - VACANCIES AND TRANSFERS**

Notices announcing any office staff vacancies will be posted on the district website for at least five working days. Interested, qualified candidates working under this agreement shall be given preference for any such opening.

1. Employees transferred because of decreased enrollment or program curtailment shall have the right to return to their original schools in the reverse order in which they transferred out, upon recall for openings. Such employees shall have priority in filling posted vacancies in their own schools.

2. It is recognized that an emergency transfer in case of illness, injury, or other emergency may be made by the Superintendent.
3. Employees must apply for any staff vacancies online on the district's website.

### **ARTICLE XVII - ECONOMIC LAY-OFFS**

In the event of lay-offs due to economic conditions, the affected employee(s) shall be given a thirty (30) calendar day notice, the following process will be followed:

1. Whenever a position is eliminated or has the hours of work reduced, the affected employee in said position shall have the right to displace the least senior employee in the same classification with the same hours or less as long as the employee has the skills and the ability to perform the work.
2. The employee shall be notified of the position elimination or reduction by the Board or its agent through written notice sent to the employee's last address of record. A copy shall be sent to the Federation president. The notice should include the title of the position to be eliminated or reduced and the effective date. Employees are responsible for advising the Board of any change in address.
3. The employee affected by the elimination or reduction will have seven calendar days from mailing of the written notice to communicate in writing to the Board her desire to displace another employee. Copies shall be sent to the Federation president.
4. An employee will remain on a recall list for a period of one calendar year from her layoff. Recall shall be made via certified mail and shall be mailed to last address of record.
5. Recall will be by reverse seniority within the classification to positions which the employee has the skills and ability to perform the work. Employees shall be responsible for notifying the Board of any change in address. The employee shall have seven calendar days from mailing of the recall offer in which to accept the recall.
6. An employee will have one opportunity for recall. Failure to respond in writing within seven days, or rejection of any offer, will cause the employee to forfeit her recall right.
7. No new person may be employed within a classification until all eligible employees on lay-off have been offered the position.

### **ARTICLE XVIII - GRIEVANCE PROCEDURE**

#### **1. Purpose**

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems, which may from time-to-time arise affecting the welfare

or working conditions of members of this unit. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate.

2. Definitions

- a) As used in this agreement, the word "grievance" is hereby defined to mean any complaint that a specific provision of this agreement has been misapplied or misinterpreted by the Board or the Superintendent (or Superintendent's agent), or by an administrator acting in a supervisory capacity.
- b) As used in this agreement, the word "grievant" is hereby defined to mean any person who files a grievance.

3. Time Limits

- a) Since it is important that grievances or disputes be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement in writing. "Days" as used in this Article will mean days when the school district is open for work.
- b) Any grievance not presented for disposition within 20 days of the occurrence of the conditions giving rise thereto shall not thereafter be considered a grievance.
- c) Failure by the grievant at any level to appeal a grievance to the next level within the specified time limit will be deemed acceptance of the decision rendered at that level.

4. Steps of the Grievance Procedure

- a) First Step - Grievant and Immediate Supervisor - Informal  
The grievant will discuss the matter with her immediate supervisor or principal, directly or through the Federation representative, with the objective of resolving the matter informally.
- b) Second Step - Grievant and Immediate Supervisor - Formal  
If the grievant is not satisfied with the outcome of the informal procedure and she desires to proceed further, she will present the grievance in writing to her principal or immediate supervisor within 20 days of the event giving rise to the grievance. The immediate supervisor will within 10 days answer the grievance in writing.
- c) Third Step - Superintendent  
If the grievance has not been adjusted satisfactorily in the Second Step, and the grievant desires to proceed further, such grievance will be submitted to the

Superintendent or her designee within 10 days after receipt of the grievance by the Superintendent or her designee.

d) Fourth Step - Board of Education

If the grievance has not been adjusted satisfactorily in the Third Step within 10 days after the Third Step discussion has terminated, or if no decision has been made within that time, and the grievant desires to proceed further, the grievance will be submitted to the Board after the aforementioned 10 days, but within 20 days after the Third Step discussion. The grievance will be heard by the Board no sooner than 15 days following submission to the Board, but not later than the first Board meeting following the expiration of the 15-day period. The decision of the Board will be rendered in writing within 15 days of the hearing.

e) Fifth Step - Arbitration

If the grievance is not settled at the Fourth Step, the Federation may submit the grievance to final and binding arbitration before an arbitrator selected in accordance with the voluntary Rules of Labor Arbitration of the American Arbitration Association, provided that such submission is made within 10 days after the decision was rendered or should have been rendered at Level Four, and provided further, such grievance may be arbitrated under the American Arbitration Association's expedited rules if the parties mutually agree to do so, such agreement is not to be unreasonably withheld by either party.

The arbitrator shall hear only one grievance at a time. The arbitrator shall have no authority to add to, subtract from, or modify the terms of this agreement. The fees and expenses of arbitration shall be borne equally by the parties.

No reprisals of any kind shall be taken by either party or any member of the administration against any participants in the grievance procedure by reason of such participation.

## ARTICLE XIX-PLACEMENT ON SALARY SCHEDULE

When promoted from one classification to another, the employee shall receive the salary for the new classification, as provided in Appendix A attached.

## ARTICLE XX-SENIORITY

Seniority shall be calculated and defined on two separate bases for application within the body of this agreement.

1. Classification seniority is defined as the employee's total length of continuous service in a job classification covered by this agreement. This clause will be used to determine seniority in the event of economic layoffs.
2. Seniority for eligibility of benefits is defined as the employee's total length of continuous



service with the Board. Specific credit for service, if applicable (part-time to full-time), shall be calculated by converting part-time yearly hours into full-time equivalence. This clause will be used to determine longevity, vacation benefits, etc.

### **ARTICLE XXI - SALARIES**

1. All employees shall be paid in accordance with the Board's payroll schedule.
2.
  - a) All employees are required to submit their time sheets in a timely fashion.
  - b) Employees shall be paid bi-weekly, via direct deposit, in accordance with the standard pay periods. Confirmation of payment shall be sent by e-mail.
  - c) The designation of personal and sick days on time sheets is binding, and cannot be changed after the fact, later than the next payroll period.
3. During their probationary period, new hires will earn 3% less than indicated on the Salary Schedule.
4. The 52-week salaries listed in Appendix A will be adjusted on a prorated basis in accordance with the employee's actual work schedule.
5. Longevity payments will be paid to eligible employees in the first pay period in the month following their anniversary date and shall be taxed separately from their regular pay. Longevity payments will not be paid on a prorated basis to employees who terminate employment prior to their anniversary date.

10 years of service, but less than 15 years of service	\$ 700
15 years of service, but less than 20 years of service	\$ 900
20 years of service or more	\$1,100

6. General wage increase:

7/1/2019-	the Salary Schedule shall be increased by 2.25%
7/1/2020-	the Salary Schedule shall be increased by 2.25%
7/1/2021-	the Salary Schedule shall be increased by 2.25%
7/1/2022-	the Salary Schedule shall be increased by 2.25%

7. There are some employees that are compensated at a rate that is higher than the rates contained in Appendix A of the Collective Bargaining Agreement. Those employees shall receive the annual negotiated increases in salary applied to their existing rates. Whenever such employee vacates her position, the new employee hired into that position shall receive the rate as indicated in the contract. There is no implication that an employee at the base rate will move up to the higher rate. The Payroll Department has full records as to the actual pay rate of each employee.

## ARTICLE XXII - DUES DEDUCTION

The Board shall honor members' individually authorized deductions forms and shall make such deductions in the amounts certified by the union for union dues, or fees.

## ARTICLE XXIII - DURATION

This contract will be in force from July 1, 2019 to until June 30, 2023, or until a new contract is signed.

## ARTICLE XXIV - SAVINGS CLAUSE

If any provision of this agreement is, or at any time shall be found contrary to law, then the provision shall not be applicable except to the extent permitted by law. The Board and the Federation shall jointly consider the effect of such a finding and determine what, if any, future action may be required. During this period, all other provisions shall continue in effect.

Newtown Board of Education

Newtown Federation of Educational  
Personnel, Local #3785

By: Michelle Embree Ku  
Michelle Embree Ku, Chairperson

By: Carlen Gaines  
Carlen Gaines, President

May 21, 2019  
Date

May 22, 2019  
Date

## **APPENDIX A**

### STARTING SALARIES FOR NEW EMPLOYEES HIRED WITHIN THIS CONTRACT

#### 52-WEEK POSITIONS (1,820 HOURS)

<b><u>Classification</u></b>	<b><u>2019-20</u></b>	<b><u>2020-21</u></b>	<b><u>2021-22</u></b>	<b><u>2022-23</u></b>
Clerk	22.46	22.97	23.49	24.02
Secretary	24.02	24.56	25.11	25.67
Executive Secretary	26.32	26.91	27.52	28.14
Central Office Secretary	25.29	25.86	26.44	27.03
Central Office Executive Secretary	27.61	28.23	28.87	29.52
Bookkeeper	24.53	25.08	25.64	26.22
Central Office Bookkeeper	24.82	25.38	25.95	26.53
Library Media Associate I	28.38	29.02	29.67	30.34
Library Media Associate 11	25.20	25.77	26.35	26.94
<b><u>Technology:</u></b>				
Network Specialist	35.74	36.54	37.36	38.20
Support Specialist	31.01	31.71	32.42	33.15
Support Technician	25.62	26.20	26.79	27.39
District Database Administrator	35.74	36.54	37.36	38.20
Database Specialist	31.01	31.71	32.42	33.15
Database Support Technician	25.62	26.20	26.79	27.39
<b><u>Coordinators:</u></b>				
Central Office Projects	27.81	28.44	29.08	29.73
Technology	27.81	28.44	29.08	29.73
NHS Data Base Coordinator	27.81	28.44	29.08	29.73
Accounting/Accounts Payable	27.81	28.44	29.08	29.73
Special Education Project & Reports Coordinator	27.81	28.44	29.08	29.73
Lead Payroll	31.12	31.82	32.54	33.27
Career (High School)	28.38	29.02	29.67	30.34
Accounting Benefits	29.00	29.65	30.32	31.00
Business Office Coordinator	29.00	29.65	30.32	31.00

New hires, during their probationary period, will earn 3% less than indicated on this schedule.

## APPENDIX B



### Lumenos HSA Plan Summary

The Lumenos® HSA plan is designed to empower you to take control of your health, as well as the dollars you spend on your health care. This plan gives you the benefits you would receive from a typical health plan, plus health care dollars to spend your way. And you'll have access to personalized services and online tools to help you reach your health potential.

#### Your Lumenos HSA Plan

**First – Use your HSA to pay for covered services:**

##### **Health Savings Account**

With the Lumenos Health Savings Account (HSA), you can contribute pre-tax dollars to your HSA account. Others may also contribute dollars to your account. You can use these dollars to help meet your annual deductible responsibility. Unused dollars can be saved or invested and accumulate through retirement.

##### **Contributions to Your HSA**

For 2019, contributions can be made to your HSA up to the following:

\$3,500 individual coverage  
\$7,000 family coverage

Note: These limits apply to all combined contributions from any source including HSA dollars from Incentives.

##### **Earn More Money for Your Account**

What's special about your Lumenos HSA plan is that you may earn additional funds for your health account through the Healthy Rewards incentive program.

To receive funds earned through the Healthy Rewards program, you must have an open HSA with Mellon Bank or with another bank through which your employer is sponsoring your HSA.

##### **Earn Rewards**

If you do this:

- Future Moms for participation and completion
- Online Wellness Toolkit participation
- ConditionCare participation and completion.

**You can earn:**

Up to \$200  
Up to \$150  
Up to \$300

Some eligibility requirements apply. See page 2 for program descriptions.

**Plus – To help you stay healthy, use:**

##### **Preventive Care**

100% coverage for nationally recommended services. Included are the preventive care services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits.

##### **Preventive Care**

No deductions from the HSA or out-of-pocket costs for you as long as you receive your preventive care from an in-network provider. If you choose to go to an out-of-network provider, your deductible or Traditional Health Coverage benefits will apply.

**Then –**

##### **Your Bridge Responsibility**

The Bridge is an amount you pay out of your pocket until you meet your annual deductible responsibility. Your bridge amount will vary depending on how many of your HSA dollars, if any, you choose to spend to help you meet your annual deductible responsibility. If you contribute HSA dollars up to the amount of your deductible and use them, your Bridge will equal \$0.

HSA dollars spent on covered services plus your Bridge responsibility add up to your annual deductible responsibility.

**Health Account + Bridge = Deductible**

##### **Bridge**

Your Bridge responsibility will vary.

##### **Annual Deductible Responsibility**

**In Network and Out of Network Providers**

\$2,000 individual coverage  
\$4,000 family coverage

**If Needed –**

##### **Traditional Health Coverage**

Your Traditional Health Coverage begins after you have met your Bridge responsibility.

##### **Traditional Health Coverage**

After your bridge, the plan pays:

100% for in-network providers      80% for out-of-network providers

##### **Additional Protection**

For your protection, the total amount you spend out of your pocket is limited. Once you spend that amount, the plan pays 100% of the cost for covered services for the remainder of the plan year.

##### **Annual Out-of-Pocket Maximum**

In-Network Providers	Out-of-Network Providers
\$ 3,000 individual coverage	\$ 5,000 individual coverage
\$ 6,000 family coverage	\$10,000 family coverage

Your annual out-of-pocket maximum consists of funds you spend from your HSA, your Bridge responsibility and your coinsurance amounts.

If you have questions, please call toll-free 1-888-224-4896.

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**Healthy Rewards Program**

Your employer will provide you with additional health care dollars in your HSA for the following:

**Future Moms:** Individualized obstetric support for expectant high-risk and non-high-risk mothers. Members can earn up to a \$200 Future Mom's incentive. This includes three milestones: \$100 initial enrollment, \$50 interim, and \$50 postpartum; timing and rules apply.

**Online Wellness Toolkit:** Each adult family member can earn up to \$150 each year. Members earn a \$50 Incentive at each 100, 200 and 300 point milestone. Your employees can quickly achieve their first milestone of 100 points by completing the Well-Being Assessment and setting up their Well-Being Plan.

**Enroll in ConditionCare:** (Incentive \$100) Disease management for prevalent, high-cost conditions (asthma, diabetes, chronic obstructive pulmonary disease, coronary artery disease and heart failure). Each family member can get one incentive per year. In the first year and later years, members must stay qualified to enroll and earn incentives. Members who have more than one health problem will enroll in one combined program — not separate ones for each condition.

**Graduate from ConditionCare:** (Incentive \$200) There's no limit to the number of family members that can graduate and earn the incentive. Each family member can earn one credit per year. In the first year and later years, members must stay qualified to enroll, graduate and earn incentives. Members who have more than one health problem will graduate from one combined program — not separate ones for each condition.

To receive funds earned through Healthy Rewards, you must have an open HSA with Mellon Bank or with another bank through which your employer is sponsoring your HSA.

**Summary of Covered Services**

**Preventive Care**

Anthem's Lumenos HSA plan covers preventive services recommended by the U.S. Preventive Services Task Force, the American Cancer Society, the Advisory Committee on Immunization Practices (ACIP) and the American Academy of Pediatrics. The Preventive Care benefit includes screening tests, immunizations and counseling services designed to detect and treat medical conditions to prevent avoidable premature injury, illness and death.

All preventive services received from an in-network provider are covered at 100%, are not deducted from your HSA and do not apply to your deductible. If you see an out-of-network provider, then your deductible or out-of-network coinsurance responsibility will apply.

The following is a list of covered preventive care services:

**Well Baby and Well Child Preventive Care**

**Office Visits** through age 18; including preventive vision exams.

**Screening Tests** for vision, hearing, and lead exposure. Also includes pelvic exam, Pap test and contraceptive management for females who are age 18, or have been sexually active.

**Immunizations:**

Hepatitis A  
Hepatitis B  
Diphtheria, Tetanus, Pertussis (DtaP)  
Varicella (chicken pox)  
Influenza – flu shot  
Pneumococcal Conjugate (pneumonia)  
Human Papilloma Virus (HPV) – cervical cancer  
H. Influenza type b  
Polio  
Measles, Mumps, Rubella (MMR)

**Adult Preventive Care**

**Office Visits** after age 18; including preventive vision exams.

**Screening Tests** for vision, hearing, coronary artery disease, colorectal cancer, prostate cancer, diabetes, and osteoporosis. Also includes mammograms, as well as pelvic exams, Pap test and contraceptive management.

**Immunizations:**

Hepatitis A  
Hepatitis B  
Diphtheria, Tetanus, Pertussis (DtaP)  
Varicella (chicken pox)  
Influenza – flu shot  
Pneumococcal Conjugate (pneumonia)  
Human Papilloma Virus (HPV) – cervical cancer

If you have questions, please call toll-free 1-888-224-4896.

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**Summary of Covered Services (Continued)**

**Medical Care**

Anthem's Lumenos HSA plan covers a wide range of medical services to treat an illness or injury. You can use your available HSA funds to pay for these covered services. Once you spend up to your deductible amount for covered services, you will have Traditional Health Coverage available to help pay for additional covered services.

The following is a summary of covered medical services under Anthem's Lumenos HSA plan:

- Physician Office Visits
- Inpatient Hospital Services
- Outpatient Surgery Services
- Diagnostic X-rays/Lab Tests
- Emergency Hospital Services
- Inpatient and Outpatient Mental Health and Substance Abuse Services
- Maternity Care
- Chiropractic Care
- Prescription Drugs
- Home health care and hospice care
- Physical, Speech and Occupational Therapy Services
- Durable Medical Equipment

Some covered services may have limitations or other restrictions.\* With Anthem's Lumenos HSA plan, the following services are limited:

- Skilled nursing facility services limited to 120 days per calendar year.
- Home health care services are limited to 200 visits per calendar year.
- Inpatient rehabilitative services limited to 100 days per member per calendar year.
- Physical, speech and occupational therapy and chiropractic services limited to a combined total of 50 visits per member per calendar year.
- Inpatient hospitalizations require authorizations.
- Your Lumenos HSA plan includes an unlimited lifetime maximum for in- and out-of-network services.

\* For a complete list of exclusions and limitations, please reference your Certificate of Coverage.

**Prescription Drugs – copay after deductible (when purchased from a network pharmacy\*)**

Retail (30 day supply)

\$10 Tier 1 copayment  
\$30 Tier 2 copayment  
\$50 Tier 3 copayment

Mail Order (90 day supply)

\$ 10 Tier 1 copayment  
\$ 60 Tier 2 copayment  
\$100 Tier 3 copayment

\* For the out-of-network benefit, refer to the Traditional Health Coverage section.

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

If you have questions, please call toll-free 1-888-224-4896.

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## Lumenos HSA Plan Summary

This summary is a brief outline of the benefits and coverage provided under the Lumenos plan. It is not intended to be a complete list of the benefits of the plan. This summary is for a full year in the Lumenos plan. If you join the plan mid-year or have a qualified change of status, your actual benefit levels may vary.

Additional limitations and exclusions may apply.



In Connecticut, Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans, Inc. In New Hampshire Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans of New Hampshire, Inc. In Maine, Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans of Maine, Inc. Independent licensees of the Blue Cross and Blue Shield Association. ® Registered marks Blue Cross and Blue Shield Association. ® LUMENOS is a registered trademark.

If you have questions, please call toll-free 1-888-224-4896.

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## MEMORANDUM OF AGREEMENT

The Newtown Board of Education (the "Board") and the Newtown Federation of Educational Personnel, Local 3785, AFT-CT, AFT, AFL-CIO (the "Federation") agree as follows, notwithstanding any provision of the parties' 2019-23 collective bargaining agreement to the contrary:

1. Cheryl Arendt and Margaret Rocca will be grandfathered in their 50-week positions.
2. Cheryl Arendt and Margaret Rocca will not work during the weeks of Spring Break and the week between Christmas and New Year holidays.
3. Upon separation from employment by the Board for Cheryl Arendt and Margaret Rocca, respectively, the positions held by each of them shall become 52-week positions.

NEWTOWN BOARD  
OF EDUCATION

By: Michelle Esmerkus

Date: May 21, 2019

NEWTOWN FEDERATION OF  
EDUCATIONAL PERSONNEL, AFT-CT,  
AFT, AFL-CIO

By: Cathy Davis

Date: May 22, 2019



## MEMORANDUM OF AGREEMENT

The Newtown Board of Education (the "Board") and the Newtown Federation of Educational Personnel, Local 3785, AFT-CT, AFT, AFL-CIO (the "Federation") agree as follows:

The Board and the Federation shall form a committee of four (4) members as determined by each party, for the purpose of updating Job Classifications and Job Descriptions to accurately describe the current duties and responsibilities of the positions. Such committee shall have their initial meeting on or before September 30, 2019. The committee shall complete their work on or before June 30, 2020.

NEWTOWN BOARD  
OF EDUCATION

By: Lorrie Rodriguez

Date: 5-22-19

NEWTOWN FEDERATION OF  
EDUCATIONAL PERSONNEL, AFT-CT,  
AFT, AFL-CIO

By: Coulen Saimes

Date: 5/22/19

# **MEMORANDUM OF AGREEMENT**

## **BETWEEN**

### **THE NEWTOWN BOARD OF EDUCATION**

## **AND**

### **THE NEWTOWN FEDERATION OF EDUCATIONAL PERSONNEL LOCAL 3785, AFT-CT, AFL-CIO**

The Newtown Board of Education (the “Board”) and the Newtown Federation of Educational Personnel, Local 3785, AFT-CT, AFT, AFL-CIO (the “Federation”) hereby enter into the following Memorandum of Agreement (“MOA”) regarding school closures related to the COVID-19 health emergency.

1. The parties understand and acknowledge that, during the 2019-20 school year, schools in the Newtown Public Schools (the “District”) have been closed for a period of time, and during a period in which school otherwise would have been in session, for reasons related to the COVID-19 health emergency, and that further closure(s) may be directed by the Board and/or the Superintendent or by an authority outside the Board (“School Closure”).
2. During the School Closure and/or on any weekday following the School Closure up to and including June 30, 2020, Federation employees (collectively, “Employees” and each an “Employee”) shall, if so directed by the Superintendent and/or his or her designee(s) (the “Administration”), perform work for the Board (“Closure-Related Work”). The performance of Closure-Related Work may be performed up to and including June 30, 2020, provided that the performance of such work shall not cause any Employee regularly assigned to work fewer than fifty-two (52) weeks to work more than the total number of contractual work days applicable to such Employee, in accordance with the provisions of the parties’ collective bargaining agreement.
3. The Administration will notify Employees of their assignments for any Closure-Related Work (which may differ from Employees’ assignments prior to the School Closure).
4. As determined by the Administration in consultation with any applicable health officials, District buildings may remain open for certain purposes during the School Closure. Employees shall perform Closure-Related Work remotely and/or in an open District building, as directed by the Administration, subject to any applicable exceptions as determined by the Administration (*e.g.*, exceptions related to the health of the Employee, students, and/or the school community).

5. During the School Closure, Employees performing Closure-Related Work shall be available to fulfill their responsibilities for a period of time not to exceed the length of the regular work day. The following provisions shall apply during the School Closure:
  - a) The Administration will notify Employees regarding the specific hours during which such assignments shall be performed (within the range of their regularly scheduled work hours).
  - b) Except as otherwise approved by the Administration, Employees shall be engaged in performing their assigned responsibilities for at least four (4) hours per work day (but not to exceed the length of the regular contractual work day).
  - c) Notwithstanding the foregoing, except as otherwise approved by the Administration, the two (2) employees who are regularly scheduled to work thirty (30) and twenty-seven (27) hours per week, respectively, shall be engaged in performing their assigned responsibilities for at least three and one-half (3.5) hours and three (3) hours, respectively, per work day (but not to exceed the length of the regular contractual work day).
  - d) Employees shall document such Closure-Related Work as directed by the Administration.
6. In the event an Employee is absent from any assigned Closure-Related Work, the Employee shall report such absence(s) through normal means and the contractual requirements and restrictions relating to such absence(s) shall apply. Each work day of absence shall be charged as a full day of absence.
7. During the School Closure, Employees who perform their responsibilities in accordance with the provisions of this Agreement shall continue to receive their base compensation, based on the number of hours such employees were regularly scheduled to work immediately preceding such School Closure, and shall not receive any additional compensation for such Closure-Related Work. In order to receive such continued base compensation during any pay period occurring during the School Closure, Employees must perform Closure-Related Work as directed by the Administration during such pay period (and/or be on approved paid leave during such pay period). If an employee does not perform such work and/or is not on an approved paid leave, the employee's pay will be adjusted accordingly.
8. All provisions of the parties' collective bargaining agreement shall remain in effect except to the extent such provisions have been modified for the 2019-20 fiscal year by this MOA.
9. This MOA shall expire on June 30, 2020.

10. Notwithstanding the foregoing, the Board and the Federation agree that they may revisit the terms of this MOA in the future if circumstances related to the COVID-19 health emergency and/or its impact on the Board change or otherwise evolve following the execution of this MOA by both parties.
11. This MOA shall not be used as precedent or cited as practice by either the Board or the Federation in any proceeding whatsoever except to enforce the terms of this MOA.

Newtown Board of Education

Newtown Federation of Educational  
Personnel, Local 3785, AFT-CT, AFT,  
AFL-CIO

By: Lois Rodriguez

By: Carlen Davis

Date: 3-26-20

Date: 3-26-2020