

AGREEMENT

BETWEEN THE

NEW MILFORD BOARD OF EDUCATION

AND

**NEW MILFORD
EDUCATIONAL SECRETARIES ASSOCIATION
CHAPTER OF LOCAL 136, I.F.P.T.E.**

JULY 1, 2021 THROUGH JUNE 30, 2024

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PREAMBLE

The New Milford Board of Education (hereinafter referred to as the "Board") and the New Milford Educational Secretaries' Association, a Chapter of Local 136, International Federation of Professional & Technical Engineers, AFL-CIO, (hereinafter referred to as the "Union"), accept the provisions of this Agreement as commitments which they will cooperatively and in good faith honor, support and seek to fulfill, subject to the ability of the respective parties to perform under governing law.

The Union and the Board enter into this Agreement for the purpose of establishing equitable salary rates and working conditions for the employees covered by this Agreement; to provide for a mutually satisfactory settlement of grievances; and to contribute to the efficient operation of the school system.

This Agreement contains the full and complete agreement between the Board and the Union on all negotiable issues, and neither party shall be required during the term hereof to negotiate upon any issue, whether it is covered or not covered in this Agreement.

ARTICLE I – RECOGNITION

Section 1.1.

The Board recognizes the Union as the sole and exclusive collective bargaining representative with respect to wages, rates of pay, hours of work and other conditions of employment of all regular full-time and regular part-time secretarial/clerical/technical employees employed by the Board for twenty (20) or more hours per week in accordance with the certification of the Union issued by the Connecticut State Board of Labor Relations on March 29, 1984 in Case No. ME-8383 (Decision No. 2297) and in Case No. ME-20,301 (Decision No. 3650) as revised with job titles and appendixes herein. Excluded from the bargaining unit are the following: Administrative Assistant to the Superintendent; professional employees, including but not limited to the Network Administrator and the Technology Director; students; temporary employees; security personnel; supervisory employees; and all other employees excluded by the Act.

ARTICLE II – HOURS OF WORK AND WORK YEAR

Section 2.1. Work Year Definitions.

- A. The term "Calendar Year Employee(s)" as used throughout this Agreement is hereby defined to mean any employee(s) assigned by the Superintendent to a normal work year of fifty-two (52) weeks in a fiscal year. Calendar year employees work twenty (20) to forty (40) hours each per week. During Leap Year employees shall be paid for the extra day worked.
- B. The term "School Year Employee(s)" as used throughout this Agreement is hereby defined to mean any employee(s) assigned by the Superintendent to a normal work

year of at least one hundred eighty (180) work days in a fiscal year. School year employees work twenty (20) to forty (40) hours each per week. When school year employees are assigned to work additional days, they shall be paid at their regular hourly rate.

- C. The term "Full-Time Employee(s) as used throughout this Agreement is hereby defined to mean any calendar or school year employee(s) assigned by the Superintendent to work thirty (30) or more hours per week.
- D. The term "Part-Time Employee(s) as used throughout this Agreement is hereby defined to mean any employee(s) assigned by the Superintendent to work at least twenty (20) but less than thirty (30) hours per week. The number of part-time bargaining unit positions shall be limited to six (6).

Section 2.2.

The basic work week shall be Monday through Friday, excluding Saturdays, Sundays and holidays when schools are not in session.

Section 2.3.

School year employees will be notified by July 10th of each year, or as soon thereafter as is feasible, of their work schedules for the coming year.

Section 2.4.

All employees shall have a duty-free paid lunch period of thirty (30) minutes in length.

Section 2.5.

Each employee, in addition to the duty-free paid lunch, will be entitled to a fifteen (15) minute break for each four (4) hours worked. Employees working less than eight (8) hours per day will be entitled to take only one (1) fifteen (15) minute work break. Employees working eight (8) hours a day may not schedule breaks combined unless approved by the employee's supervisor.

ARTICLE III – BOARD'S RIGHTS

Section 3.1.

Except as expressly provided otherwise by the specific terms of this Agreement, the Board, acting through itself or through the Superintendent or his/her designees, has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the public school system of the Town of New Milford in all its respects, including but not limited to the operation of the schools, the direction of the staff, the establishment of reasonable work rules and the power and

authority conferred upon the Board by law. No action taken by the Board pursuant to this Article, other than in direct contravention of an explicit provision of this Agreement, will be subject to the grievance and arbitration procedure hereof.

ARTICLE IV – GRIEVANCE AND ARBITRATION PROCEDURE

Section 4.1. Definitions.

- A. For the purpose of this Agreement, the term “grievance” shall mean any complaint by an employee, group of employees, or the Union involving the violations, interpretation or application of an explicit provision(s) of this Agreement.
- B. As used in this Agreement, the term “grievant” shall mean any employee, group of employees, or the Union.
- C. As used in this Agreement, the term “working days” shall mean those days when the Central School Administration offices are in operation.
- D. For the purposes of this Agreement, responses by Board representatives including immediate supervisors and the Superintendent or designee in all Steps of the Grievance Procedure shall be given to the Union.
- E. “Designee” shall mean any Board Representative designated by the Superintendent who is not the subject of the grievance.
- F. As used in this Agreement, the term “notified in writing” shall include US postal mail or electronic communication to both personal and school e-mail accounts.

Section 4.2. Representation.

- A. An employee shall have the right to be represented by the Union at every stage of the Grievance Procedure. No more than two people from those listed in sub-section (B) herein shall represent the employee, and said Union representatives need not be the same person(s) at each Step.
- B. Those persons authorized to represent an employee in the Grievance Procedure shall include: Union officers, members of the Local’s Grievance Committee, and staff members of the International Union.
- C. An employee who is a grievant shall have the right to be present at, and participate in each Step of the Grievance Procedure.

Section 4.3. Informal Procedure – Immediate Supervisor.

- A. The grievant shall, within fifteen (15) working days following the occurrence giving rise to the grievance, discuss the grievance with his/her immediate supervisor in an effort to resolve the problem informally.
- B. The immediate supervisor shall attempt to resolve the grievance promptly, and shall respond verbally and in writing to the grievant within five (5) working days from the date of this discussion.

Section 4.4.

If the grievance affects a group or class of employees of the unit, or if it involves monetary matters such as wages and benefits, the grievance shall be submitted by the Union directly to the Superintendent or designee. Grievances filed by the Union shall be filed in writing with the Superintendent within fifteen (15) working days following the occurrence giving rise to the grievance. Following the filing of the Union's grievance, the same procedure and time limits as set forth in Section 4.5, sub-section (A) of this Article shall govern.

Section 4.5. Formal Procedure.

- A. Superintendent or Designee. If the grievant is not satisfied with the answer of the immediate supervisor in the Informal Procedure, the grievant shall submit the grievance in writing to the Superintendent or designee within ten (10) working days after the immediate supervisor's verbal answer but in no case more than fifteen (15) working days following the occurrence giving rise to the grievance. The Superintendent or designee shall conduct a separate investigation of the grievance and shall schedule a meeting with the grievant and the Union representative(s) within seven (7) working days of the filing of the grievance by the grievant. The Superintendent or designee shall render an answer in writing to the grievant, with reasons therefor, within five (5) working days from the date of the meeting with the grievant and Union representatives.
- B. Board of Education. If the grievance is not resolved to the satisfaction of the grievant or Union as a result of the Superintendent's or designee's answer, the grievant shall submit the written grievance to the Board through the Board Chairman, but must do so within five (5) working days after receipt of the Superintendent's or designee's answer. The Board Chairman and/or other Board members designated by the Board shall review the grievance, shall grant a hearing, and shall render an answer with reasons therefor in writing to the grievant within thirty (30) working days after the Board's receipt of the grievance.
- C. Arbitration. If the grievance is not resolved to the satisfaction of the grievant or Union, the grievance may be submitted to arbitration by the Union, but must be done in accordance with all these provisions and conditions:

1. The grievance must involve the violation, interpretation, or application of a specific provision of this Agreement.
 2. The submission to arbitration must be made in writing by the Union by certified mail, return receipt requested, with a copy of the submission to the Superintendent, both to be postmarked within fifteen (15) days immediately following the receipt by the grievant of the Board's written answer.
 3. The submission to arbitration must be to the American Arbitration Association, in accordance with its current voluntary rules for labor arbitration.
 4. The grievance submitted to arbitration must be the same grievance which was submitted to the Superintendent in the First Step of the Formal Procedure.
- D. Selection and Procedure. The selection of the arbitrator and the procedure for conducting the arbitration process shall be in accordance with the Voluntary Labor Arbitration rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding, subject to the right of either party to have the Award confirmed, vacated, or modified according to law. The arbitrator's authority shall be limited to determining whether the Board has violated, misapplied, or misinterpreted a specific provision or provisions of this Agreement. The Arbitrator shall not have any power or authority to add to, delete from or modify in any way any provision of this Agreement.
- E. The cost of the arbitrators' services shall be borne equally by the Board and the Union.

Section 4.6. Time Limits.

- A. Any grievance which is not processed by the Grievant or the Union in strict compliance with the time limits set forth herein shall become null and void and shall be considered resolved. If a grievable situation continues or reoccurs within a fiscal year, such continuation or reoccurrence shall not extend the initial time for filing a grievance and shall not be considered a separate grievance.
- B. Any response by the Board representatives, including immediate supervisors, Superintendent or designee, or Board of Education members, which is not given within the time limits set forth herein for such responses shall give the grievant the option to proceed to the next Step of the Grievance Procedure without waiting for such response.
- C. Time limits set forth herein may be extended only by written agreement of the parties.

ARTICLE V – NON-DISCRIMINATION

Section 5.1.

Neither the Board nor the Union will discriminate against any employee because of membership or non-membership in the Union. Grievances brought under this Article are subject to the grievance procedure up to and not including arbitration.

ARTICLE VI – UNION MEMBERSHIP PROVISIONS

Section 6.1.

Upon receipt of an employee's written authorization on an authorized dues deduction card, the Board shall deduct on the first pay day of each month, or at a time mutually agreed upon by the parties, from the pay of such employee, Union dues in an amount that shall be specified by duly authorized Union officials. Dues collected by the Board shall be transmitted to the Union, accompanied by a list of names of those employees from whose pay deductions were made. The Union shall hold the Board harmless against any claims and any other forms of liability, including reasonable attorneys' fees, which may arise by reason of any action taken by an employee or other third party re: making deductions for membership dues.

Section 6.2.

The Board agrees to supply each current employee with a copy of the Collective Bargaining Agreement between the Union and the Board, and to supply each new employee information regarding payroll options (tax sheltered annuities, credit union, bonds, etc.) along with a copy of the Agreement, and job description.

Section 6.3.

The Board shall make available to the Union each year within thirty (30) days after the signing of the Agreement, or the anniversary date of the Agreement, a list of employees within the bargaining unit, showing their dates of hire, job classifications, increment steps and hourly rate.

Section 6.4.

Within thirty (30) days after a new employee has been placed on the payroll, the Board shall notify the Union in writing of the name, date of hire, job classification and incremental step of such employee.

Section 6.5. The parties recognize that the Agency Shop provisions herein are subject to applicable law, and in the event these provisions are proscribed by law in the future, the provisions of this Section may be rendered null and void in whole or in part.

ARTICLE VII – UNION BUSINESS RIGHTS

Section 7.1.

Normally, it is agreed that all activities concerning Union Business shall be held before or after school hours, not during the work day.

Section 7.2.

Union business of an urgent nature may be conducted by Union officials during the course of the working day with the approval of the Superintendent or designee.

Section 7.3.

Negotiation and grievance sessions will be conducted at a time mutually convenient for the Board and the Union. Normally negotiations will not be held during working hours.

Section 7.4.

Union members meeting with Board of Education officials during work hours as set forth in Sections 7.2 and 7.3 of this Article will not incur a loss of pay.

ARTICLE VIII – COMPENSATION

Section 8.1.

Regular straight time hourly rates (hereinafter referred to as “base rates”) payable to employees are set forth on the schedules contained in Appendix A.

Section 8.2.

No employee shall advance to a base rate of pay higher than that set for the maximum step or his/her salary schedule.

Section 8.3.

Employees hired within six (6) months prior to any July 1, who have not successfully completed their probationary periods of employment prior to July 1, will not advance to the next higher step until they have completed said probationary periods.

Section 8.4.

Employees shall be paid at their respective base rates for each hour they work up to a maximum of forty (40) hours, inclusive, in a payroll week.

Section 8.5.

All School Year Employees shall receive a minimum of twenty-two (22) paychecks per year. An employee who works a fraction of a pay period shall be paid for such time worked in that same pay period. All such payments shall be considered "paychecks". When an "emergency no school" day reduces the amount of time worked during a given pay period, school year employees shall be paid for the full pay period and shall make up any time lost at the end of the school year or as agreed upon by the building supervisor, without additional compensation. All payments will be made by direct deposit.

Section 8.6.

In the employment of new personnel, the Board reserves the right to grant full or partial credit for work experience in or out of the school system for placement on the Salary Schedule, but in no event shall any new employee be placed on a step higher than a current employee with the same number of years of experience as an employee of the New Milford Board of Education.

Section 8.7.

An employee who is assigned as a temporary substitute to a position with a higher classification after serving in that assignment for two (2) consecutive workdays shall be paid at the hourly rate of the higher classification in the step of the higher classification that corresponds to his/her own step, payable back to the first day.

Section 8.8.

When the Board requires the employees to attend in-service workshops or other training during a normal work day and/or a non-work day, the employees shall be compensated at their normal rate of pay.

Section 8.9.

All employees who are required to travel within the work day shall be reimbursed at the published IRS rate.

ARTICLE IX – OVERTIME POLICIES

Section 9.1.

- A. All approved overtime worked beyond eight (8) hours per day or forty (40) hours per week shall be paid at time and one-half the employee's straight time hourly rate except that all employees shall be paid at the rate of time and one-half for all time worked on Saturdays, and two times their regular rate of pay for all time worked on Sundays and holidays.

- B. All approved overtime worked Monday through Friday up to eight (8) hours per day and/or forty (40) hours per week shall be paid at the employee's straight time hourly rate. No compensatory time shall be granted for this overtime work.

Section 9.2.

Any overtime work is to have the approval of the immediate supervisor.

ARTICLE X – LONGEVITY

The benefits set forth in this Article are only available to employees hired on or before January 1, 2013.

Section 10.1.

Upon completion of ten (10) years of service, a full-time employee shall receive five hundred dollars (\$500.00), with annual increments of fifty dollars (\$50.00) to a maximum of one thousand dollars (\$1,000.00) upon completion of twenty (20) years of service and thereafter. Part-time employees who qualify shall receive the foregoing longevity benefits pro-rated at the rate of fifty per cent (50%).

Section 10.2.

Longevity pay shall be paid to an employee in a lump sum the first pay day following the anniversary date of his/her employment.

Section 10.3.

In the event of the death of an employee prior to the anniversary date of his/her employment, or in the event that an employee shall retire prior to said anniversary date, or in the event an employee resigns prior to said anniversary date, a longevity payment which would have become due upon the anniversary date of his/her employment following death, retirement or resignation shall be prorated based upon the number of months actually worked by the employee from the preceding anniversary date of his/her employment to the date of death, retirement or resignation.

ARTICLE XI – HEALTH, MEDICAL, DENTAL, LIFE AND DISABILITY BENEFITS

Section 11.1.

The Board shall make the following health, life and disability insurance coverage available to each eligible full-time employee:

A. Health Insurance Coverage.

1. The Board shall provide group health insurance as described in the Medical and Dental Insurance Plans set forth in Appendix C of this Agreement.
2. An employee enrolled under the health insurance plan (medical, prescription drug and/or dental) will participate in premium sharing as follows:

	Effective <u>7/1/21</u>	Effective <u>7/1/22</u>	Effective <u>7/1/23</u>
• Individual coverage	19%	20%	21%
• Two-Person coverage	19%	20%	21%
• Family coverage	19%	20%	21%

The Board shall maintain a "Section 125" Salary Reduction Agreement for the purpose of enabling eligible employees to divert a portion of their gross salaries, prior to reduction for federal income or social security taxes, by a minimum of \$250 to a maximum of \$1,000 per Plan Year for Health Reimbursement, and by a minimum of \$250 to a maximum of \$5,000 per Plan year for Dependent Care, into an account from which, during the course of the Plan Year, they can be reimbursed for Health Care costs and Dependent Care costs they or their covered dependents incur that are not covered by the Health Insurance Plans described in the Agreement between the Board and the Union, including, but not limited to, their share of the premium costs for such Plans. The Board makes no representations or guarantees as to the initial or continued viability of such a Salary Reduction Agreement, and shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax exempt status of employee insurance premium contributions. So long as the Board makes a good faith effort to comply with this paragraph, neither the Union nor any employee covered by this Agreement shall make any claim or demands, nor maintain any action against the Board or any of its members or agents for taxes, penalties, interest or other cost or loss arising from a flaw or defect in the Salary Reduction Agreement, or from a change in law which may reduce or eliminate the employee tax benefits to be derived therefrom. This waiver on the part of the Union shall not extend to acts which may be committed by the Board or its agent(s) other than acts in furtherance of the I.R.C. Section 125 plan.

3. Vision Care Plan as outlined in Appendix D.
4. If the cost of the group health insurance benefits provided to employees increases during the term of this contract by more than fifteen percent (15%), and the employer gives notice that it wishes to enter into mid-stream

negotiations as a consequence, then such eventuality will trigger the same resolution process referenced in Appendix C.

The premium or premium equivalent rates in effect on July 1, 2021 shall constitute the base for purposes of calculating any increase.

- B. Group Term Life Insurance. Group term life insurance coverage (employee only) is provided in face amounts depending on completed years of service as follows:
1. Each full-time employee with less than three (3) years of service shall be provided with term life insurance coverage in an amount equal to twenty-five percent (25%) of annual salary, at the expense of the Board.
 2. Each full-time employee with three (3) years or more of service shall be provided with term life insurance coverage in an amount equal to one hundred percent (100%) of annual salary, at the expense of the Board.
 3. For life insurance purposes, the annual salary is rounded to the nearest multiple of \$500.
- C. Long Term Disability Insurance. Long-term disability insurance coverage is provided under which a full-time employee who becomes totally and permanently disabled shall receive monthly benefit payments equal to sixty-six and two-thirds percent (66-2/3%) of the employee's monthly salary beginning immediately after such disability has been certified by the employee and his/her physician, and continuing until either retirement (other than retirement for which disability benefits are paid to the employee) or age sixty-five (65). Such long-term disability insurance benefits shall be payable only after the employee has used up all his/her sick leave benefits, or three (3) months from the commencement of total disability, whichever is later.

Section 11.2.

The Board reserves the right to change insurance carriers or to self-insure in whole or in part at any time provided the level of benefits in effect as of the date of this Agreement shall be equal to or better than existing levels of benefits. If any change in carriers is being considered, Board officials shall meet with the Union President to discuss such matter in advance of any decision on the matter. The size and scope of a preferred provider network of physicians, hospitals, pharmacies, etc. shall not be a factor in determining the duplication of benefits by an insurance carrier or managed care vendor. It is agreed that an alternative insurance carrier or managed care vendor can be selected by the Board provided that the new insurance carrier or managed care vendor network includes 80% of the hospitals and physicians in Litchfield and Fairfield Counties of the current preferred provider network of hospitals and physicians.

Section 11.3.

Eligibility for benefits set forth in Section 11.1 hereof shall be determined exclusively in accordance with the provisions of the respective insurance policies acquired by the Board to provide said benefits, and any dispute relating to eligibility for or the amount of benefits paid in any individual case shall be processed by the employee directly with the respective insurance carrier and shall not subject the Board to any claim in any form, and shall not be subject to the Grievance and Arbitration Procedure.

Section 11.4. Annual Payment In Lieu of Health Insurance.

- A. A full-time employee hired on or before 6/30/21 who is eligible for two-person or family health insurance coverage offered by the Board pursuant to Section 11.1. A. above may voluntarily elect to waive all such coverage provided the employee presents proof of comparable alternative insurance through a plan that is not a Board-sponsored insurance plan and not a Medicare plan. Any employee who wishes to waive dental insurance only may do so but shall not be eligible for any payment in lieu of dental insurance.
- B. The procedures to elect a waiver of health insurance coverage are as follows:
 - 1. The employee must complete an appropriate waiver of insurance form and provide evidence of existing comparable alternative health insurance coverage. The form and the evidence of insurance coverage must be completed during the open enrollment period and submitted to the Board's Business Office.
 - 2. The waiver of insurance shall be in effect for one year. Once the waiver form has been filed with the Board, the waiver shall continue to be in effect from year-to-year thereafter until the employee elects to reenroll in the health insurance plan pursuant to sub-section E. below.
- C. A full-time employee waiving health insurance coverage shall be paid the sum of \$1,000 to be paid annually in the month following the twelve month period in which the insurance coverage was waived.
- D. Newly hired full-time employees electing to waive health insurance coverage may do so upon commencing employment with the insurance waiver taking effect on the normal effective date for health insurance coverage. The first payment shall be made to the employee on a pro-rata basis.
- E. In the event a full-time employee who has elected to waive health insurance coverage wishes to reinstate such coverage, the following shall apply:

1. Except as provided in 2. below, application for health insurance must be made during the enrollment period; coverage will be reinstated at the start of the next twelve month insurance period.
2. An employee who loses alternative health insurance due to a "qualifying event" may request to reenroll in the Board's health insurance plan. A request for reinstatement must be made in writing to the Business Office. Reinstatement of coverage shall be approved upon the employee's submitting satisfactory proof of loss of alternative health insurance coverage due to a "qualifying event". The health insurance will be reinstated as soon as the insurance provider is able to effectuate the coverage.
3. Any employee who has waived insurance coverage and then loses alternative health insurance due to a "qualifying event" shall be entitled to a prorated payment in the following year provided the coverage waiver was in effect for at least six months.

ARTICLE XII – HOLIDAYS

Section 12.1.

- A. The following holidays are considered paid holidays for employees, and are subject to provisions set forth herein:

For Full-Time
Calendar Year
Employees (15.5)

Labor Day
Rosh Hashanah
Yom Kippur
Columbus Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Day before Christmas
Christmas Day
½ day New Year's Eve
New Year's Day
Martin Luther King Day
Presidents' Day
Day of Thanksgiving/Prayer
Memorial Day
Independence Day

For Full-Time
School Year
Employees (13)

Labor Day
Rosh Hashanah
Yom Kippur
Columbus Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving

Christmas Day

New Year's Day
Martin Luther King Day
Presidents' Day
Day of Thanksgiving/Prayer
Memorial Day

- B. Part-time Calendar Year employees shall be entitled to five (5) paid holidays. Part-time School Year employees are not entitled to holiday pay.

Section 12.2.

Each employee shall be given the day off without loss of pay (computed at his/her base rate times the number of straight time hours in his/her normal work schedule for that day) for each holiday listed for his/her group in Section 12.1 hereof.

Section 12.3.

To be eligible for holiday pay, the employee must work the last scheduled work day immediately preceding the holiday and the first scheduled work day following the holiday unless the employee is absent due to illness or is on an approved leave.

Section 12.4.

If an employee is absent from work due to a short term illness (i.e. five days or less), on the day of a paid holiday, he/she will not be charged with a sick day for that day.

Section 12.5.

If a holiday should fall on Saturday, it shall be observed the preceding Friday, and if a holiday falls on a Sunday, it shall be observed on the succeeding Monday. However, employees will not take holidays on any day when school is in session, in which case a substitute day will be designated by the Superintendent.

ARTICLE XIII – VACATIONS

Section 13.1.

- A. Full-Time Calendar Year Employees shall be entitled to paid vacation time as follows:
1. Following completion of 6 months of continuous service in the New Milford Public School System: 5 days paid vacation each year.
 2. Following completion of 2 years of continuous service in the New Milford Public School System: 10 days paid vacation each year.
 3. Following completion of 5 years of continuous service in the New Milford Public School System: 15 days paid vacation each year.
 4. For employees hired on or before January 1, 2013, following completion of 10 years of continuous service in the New Milford Public School System: 20 days paid vacation each year.

5. For employees hired on or before January 1, 2013, following completion of 20 years of continuous service in the New Milford Public School System: 25 days paid vacation each year.

B. Full-Time School Year Employees hired before January 1, 2008 shall be entitled to paid vacation time as follows:

1. Following completion of 1 year of continuous service in the New Milford Public School System: 3 days paid vacation each year.
2. Following completion of 2 years of continuous service in the New Milford Public School System: 5 days paid vacation each year.
3. Following completion of 5 years of continuous service in the New Milford Public School System: 10 days paid vacation each year.
4. Following completion of 10 years of continuous service in the New Milford Public School System: 15 days paid vacation each year.
5. Following completion of 20 years of continuous service in the New Milford Public School System: 20 days paid vacation each year.

Full-Time School Year Employees hired on or after January 1, 2008 are not entitled to paid vacation. Employees hired before January 1, 2008 shall not be permitted to increase paid vacation time after January 1, 2013.

C. Part-Time Calendar Year Employees shall be entitled to paid vacation time as follows:

1. Following completion of 5 years of continuous service in the New Milford Public School System: 1 day of paid vacation each year.
2. Thereafter, for each additional year of continuous service in the New Milford Public School System: An additional day of paid vacation to a maximum of 5 days of paid vacation each year.

Part-Time School Year Employees are not entitled to paid vacation.

D. Paid vacation days shall be scheduled by mutual agreement between the employee and his/her immediate supervisor. For employees assigned to schools, except calendar year employees at the High School, Schaghticoke, and Sarah Noble, paid vacation days shall not be taken on days when school is in session.

E. No employee may take more than two (2) weeks vacation time consecutively unless agreed to by his/her supervisor.

Section 13.2.

- A. Employees shall begin to earn vacation credit from their most recent day of hire.
- B. Calendar Year Employees shall have the right to carry over a maximum of two weeks of vacation leave due them or any fraction thereof to the following year provided the permission of the Superintendent or designee is obtained.
- C. Employees who are eligible for paid vacation and who transfer from a calendar year to a school year position or from a school year position to a calendar year position shall carry their continuous service with them and shall receive paid vacation time according to the applicable schedule.

Section 13.3.

- A. For each day of earned vacation taken, employees shall be paid at the base rate currently in effect multiplied by the number of hours per day for which they are scheduled.
- B. Vacation pay shall be paid to the employee before the employee goes on vacation provided the employee follows established procedures for requesting such payment. In order to receive vacation pay prior to a scheduled vacation period of five (5) days or more, the employee should request the same at least one pay period in advance.

Section 13.4.

For all vacation time unused at the time of an employee's retirement, termination, layoff or death, the employee (or his/her beneficiary or estate in the case of death) shall receive one day's pay for each unused day. This will include all days described in Section 13.2. B above.

ARTICLE XIV – LEAVES OF ABSENCE

Section 14.1. Sick Leave.

- A.
 - 1. Full-Time Employees employed prior to July 1, 1994 shall be entitled to fifteen (15) paid sick leave days per fiscal year that may accumulate to a maximum of one-hundred fifty (150) sick leave days.
 - 2. Full-Time Calendar Year Employees hired on or after July 1, 1994 shall accrue paid sick leave credit at a rate of three-quarters of a day for each month worked to a maximum of nine (9) sick leave days during the first employment year. Thereafter, these employees shall be entitled to thirteen (13) paid sick

days per fiscal year that may accumulate to a maximum of one hundred twenty (120) sick days.

3. Full-Time School Year Employees hired on or after July 1, 1994, shall accrue paid sick leave credit at the rate of two-thirds of a day for each month worked to a maximum of eight (8) paid sick days during the first employment year. Thereafter, these employees shall be entitled to nine (9) sick days per fiscal year that may accumulate to a maximum of eighty (80) sick leave days.
 4. Part-Time Calendar Year Employees shall accrue paid sick leave credit at the rate of one-half (1/2) day per calendar quarter worked to a maximum of two (2) days during the first employment year. Thereafter, these employees shall be entitled to three (3) paid sick days per fiscal year. These paid sick days shall not accumulate.
 5. Part-Time School Year Employees are not entitled to paid sick leave.
- B. Sick leave days shall be used only for the employee's illness or injury, and shall be paid at the employee's normal daily rate of pay (employee's base rate of pay times the hours normally assigned on a work day).
 - C. Paid vacation time off pursuant to Article XIII shall be considered as time worked for purposes of accumulating sick leave credit under Section 14.1 A.
 - D. Paid sick leave days up to the number accumulated may be used for disabilities covered by the Workers' Compensation Commission. Any funds received as Workers' Compensation may be endorsed to the New Milford Board of Education Payroll Account as long as sick leave pay is available and received. If and when sick leave days become exhausted, the employee shall receive workers' compensation only.

Section 14.2.

Furthermore, all such authorized leaves of absence except leaves without pay specifically provided for in this Agreement shall be considered as time worked for purposes of computing the employee's weekly salary.

Section 14.3. Special Leave Days.

- A. A special leave day is defined as a day off from work granted by the Superintendent or designee without loss of pay at the employee's regular straight time hourly rate to enable the employee to take care of some compelling business which cannot be taken care of during the employee's non-work time, such as a real estate closing; out of town travel to graduation of the employee or a member of his/her immediate family (as defined in Section 14.5).

B. Employees shall be entitled to paid special leave days in each fiscal year as follows:

Newly hired employees shall not be entitled to paid special leave days in their first year of employment. In the following fiscal year, the number of special leave days shall be pro-rated, based upon the employee's one year anniversary date.

Thereafter:

Full-Time Calendar Year Employees – 4.

Full-Time School Year Employees – 3.

Part-Time Employees – None.

The use of special leave days is subject to approval by the Superintendent or designee. For one special leave day each year, the employee is not required to give a reason. Requests for such leave must be made as far in advance as is practicable and at least twenty four (24) hours in advance of the requested day(s) off.

Section 14.4. Jury Duty.

Employees who are called to serve the courts as jurors shall receive for each day lost from work due to such time spent on jury duty, the difference between his/her regular daily compensation and the per diem received for jury duty, if the latter is less.

Section 14.5. Bereavement Leave.

In the event of death in the employee's immediate family, the employee shall be granted leave without loss of pay at the employee's regular straight time hourly rate not to exceed five (5) consecutive working days, including the day of the funeral. For the purpose of this Section, "immediate family" shall include: parent, sister, brother, spouse, significant other, child, mother and father of the spouse, grandparents and grandchildren. In the event of the death of a relative other than those specified in this Section and domiciled in the employee's home at the time of death, requests for bereavement leave with pay shall be made to the Superintendent or designee.

Section 14.6. Leaves Without Pay.

Leaves of absence for up to one (1) year without pay and benefits may be granted at the discretion of the Board for valid reasons such as family crisis or ill health. Upon return from this leave, the employee shall be assigned to his/her former position or an equivalent position, and shall return to the step of the Pay Plan he/she occupied at the time he/she went on leave. The employee may elect to continue health insurance coverage during the leave at his/her own expense. When the Federal Family and Medical Leave Act applies, the employee must continue to pay only his or her share of the premium for the FMLA period and 100% of the premium thereafter.

Section 14.7. Weather Related Conditions.

If school is in session and is closed early due to storm or emergency, all employees may be dismissed early at the Superintendent's discretion, with pay. If school openings are delayed, employees may report to work as soon as possible and no later than sixty (60) minutes after their regular starting time without loss of pay. If the employee believes that it is impossible to report to work due to road conditions or other safety issues based on, but not limited to, weather conditions, distance traveled, etc., then after giving notice to the Superintendent or designee, if the employee does not report to work, said employee shall have the option to use a personal day or vacation day rather than report to work.

Section 14.8.

See Appendix E which sets forth Connecticut General Statutes Section 46a-60(a)(1), (b), (b)(7) and (d)(1), for informational purposes only.

ARTICLE XV – SENIORITY

Section 15.1.

- A. Seniority for employees within this bargaining unit prior to July 1, 1994, shall be an employee's continuous length of service with the Board measured from said employee's most recent date of hire as it pertains to job security, layoffs, transfers (voluntary or involuntary), longevity, and vacation.
- B. Seniority for employees hired or transferred into this bargaining unit after July 1, 1994, as it pertains to longevity and vacation, shall be an employee's continuous length of service with the Board measured from said employee's most recent date of hire.
- C. Seniority for employees hired or transferred into this bargaining unit after July 1, 1994, as it pertains to job security, layoffs, and transfers (voluntary/involuntary), shall be based solely on an employee's length of service within this bargaining unit measured from said employee's most recent date of hire into this bargaining unit.

Section 15.2.

Seniority shall be lost or terminated under the following conditions:

- A. Resignation from employment;
- B. Discharge for just cause;
- C. After a layoff of more than eighteen (18) months;

- D. Failure on the part of a laid-off employee to return to work within ten (10) working days from the date of receiving certified notification to report back to work.

Section 15.3.

The seniority of each employee shall continue to accrue during all authorized leaves of absence. In any calendar year, school-year employees shall accrue seniority equal to calendar year employees. School-year employees' seniority shall continue to accrue during the summer period. Part-time employees hired on or after July 1, 2007 shall accrue seniority at the rate of one-half a calendar year.

Section 15.4.

The term "probationary employee(s)" is hereby defined to mean any employee(s) who is in his/her first four (4) months of employment in a bargaining unit position. The probationary period may be extended for an additional thirty (30) working days upon mutual agreement of the parties. The Union shall be notified when the four (4) months probationary period has ended.

Probationary employees may be terminated at any time at the sole discretion of the Board. Benefits for all employees will begin thirty days after they are employed, or in the case of insurance benefits, in accordance with the policies as provided by the Board. Seniority shall accrue from date of hire if the probationary period is successfully completed.

Section 15.5.

- A. An employee who transfers outside the bargaining unit to another Board position shall, upon return to the unit, be credited with the Union seniority he/she held at the time he/she transferred out of the bargaining unit and with Board seniority for the purposes of longevity and vacation only.
- B. An employee who is involuntarily transferred outside the bargaining unit to another Board position shall, upon return to the unit, be credited with Board seniority for all purposes.
- C. A full-time employee who is transferred into a part-time position shall continue to accrue seniority while in the part-time position equal to a full-time employee.
- D. As used in this Section, "Board seniority" shall mean continuous employment with the Board in a bargaining unit and/or non-bargaining unit position; "Union seniority" shall mean continuous employment in a bargaining unit position.

ARTICLE XVI – VACANCIES, PROMOTIONS AND TRANSFERS

Section 16.1. Notice of Vacancies.

The Superintendent or designee shall notify in writing the Union President or designee of all newly created or vacant positions within the bargaining unit at least three (3) days prior to the job posting. New or vacant jobs within the bargaining unit, which the Board desires to fill or establish, will be posted on the school district's website and in the Central Office and in all open schools. Such notice will be dated and will include the position title and classification, location, hours, primary duties, general qualifications, anticipated starting date and the application closing date. All notices shall be posted for a minimum of five (5) work days.

Section 16.2. Applicant Pool and Selection.

- A. All current employees as well as individuals outside the bargaining unit will have the opportunity to apply for new or vacant positions. All interested employees must submit a letter of interest or written application to the Superintendent or designee no later than the application closing date. All interested employees who have submitted a timely letter of interest or written application and who meet the minimum qualifications for the position shall be tested and interviewed by the Superintendent or designee before the position is filled.
- B. Whenever an employee and an applicant from outside the bargaining unit demonstrate equal qualifications, the employee will be given preference and will be offered the position. The Board selecting official shall make the determination about applicant qualifications for the position.
- C. The Board selecting official, when considering employees for a promotion, shall take into account the following: length of service in the New Milford school system, job performance, special skills and training, and the ability to meet the requirements of the job. These criteria are not listed in any special order.
- D. All interested employees who were tested and interviewed and who were not appointed to fill the position shall be given a brief written statement of the reason(s) why the employee was not selected. Said statement shall be sent by the Board selecting official within ten (10) work days of the position being filled.

Section 16.3. Trial Period.

Employees shall have a sixty (60) day trial period in a new position. If, in the trial period, the employee is not making satisfactory progress, the employee and the Union shall be notified in writing, and the employee may be returned to his/her former position. In the event the former position is eliminated, Article XVII will prevail. Employees hired, promoted or transferred on or after January 1, 2008, who successfully complete the trial period, will not be eligible for another position for one year.

Section 16.4. Temporary Appointments.

The Superintendent or designee has the authority to fill vacancies on a temporary basis not to exceed sixty (60) continuous work days or the length of an employee's absence until that employee has been removed from the payroll and approved for long term disability insurance, whichever is the longer period of time.

Section 16.5. Summer Replacements, School Vacations, Special Projects.

Available employees, including those members on the recall list, shall be given an opportunity to apply for summer replacement and school vacation jobs in bargaining unit positions and for work on special projects (curriculum typing, etc.) An employee-applicant shall be given consideration in the filling of such jobs provided he/she is qualified to do the work in the opinion of the administrator to whom he/she will report. Employees interested in such work shall notify the Personnel Office of their desire to work by June 1 of the respective year. A "Skills and Availability Form" will be available in the Personnel Office for all interested employees.

Section 16.6. Transfers.

- A. The Board shall notify the Union President or designee of any impending transfer as soon as possible. The Board shall then solicit volunteers from among the existing work force. Transfer announcements shall be posted on the school district's website and in the Central Office and in all open schools. Such announcements will be dated and will include the position title and classification, location, hours, primary duties, general qualifications, and the anticipated starting date. In the event the transfer is temporary, an anticipated return date will be included. Transfer announcements shall be posted for a minimum of five (5) work days.
- B. Should there be no response, the Board shall meet with the Union President and the employee being transferred to review the transfer announcement and notify the employee of the starting date. The Board shall make every effort to give the transferring employee at least five (5) days notice prior to implementing the transfer.
- C. An employee transferred to a position in a higher classification shall be paid at the hourly rate of the higher classification in the step of the higher classification that corresponds to his/her own step. An employee transferred to a position in a lower classification shall retain his/her regular hourly rate of pay. No employee shall be transferred more than once in any given fiscal year (July to June).
- D. No involuntary transfer shall be made without prior written notice to and discussion with the employee affected and the Union President.

ARTICLE XVII – LAYOFF, DISPLACEMENT AND RECALL PROCEDURE

Section 17.1.

In the event it is necessary to reduce the number of positions in the bargaining unit, the Union shall be given thirty (30) days written notice of the impending reduction in force. In addition, the Union will be provided with a list of the name(s) of employee(s) in the bargaining unit whose position(s) will be initially vacated or eliminated.

Section 17.2.

Regular school year, calendar year or part-time employees will not be laid off before all bargaining unit temporary and special employees have been affected.

Section 17.3.

Any employee laid off as a result of his/her position being eliminated may elect, in lieu of layoff, within five (5) days of the date the employee is notified that his/her position is being eliminated, to bump into an equal or lower classification in which the employee has worked, or another equal or lower classification in which the employee is judged by the supervisor as qualified and able to perform the work. The employee may bump the employee with the least seniority in such other classification. No employee shall be denied an equal or lower position if there is an employee remaining with less seniority unless he/she is judged not qualified or not able to perform the new position by the supervisor. Any employee who is laid off may be assigned to a vacant position in an equal classification instead of bumping.

Section 17.4.

An employee thus displaced may similarly elect to bump into another equal or lower classification in which the employee has worked, or another equal or lower classification in which the employee is judged able to perform the work by the supervisor, and is entitled to claim a position in such other classification by virtue of the employee's seniority, or the employee may elect to take a layoff and shall be placed on a rehiring list.

Section 17.5.

An employee who bumps into a different classification as a result of a layoff or displacement shall be paid at the same step that the employee was paid in the classification from which the employee was displaced.

Section 17.6.

Each laid off employee and each employee who has elected to bump into another classification shall have recall rights for a period equal to his/her respective period of employment, up to a maximum of twelve (12) months from the date of layoff. The Union

shall be provided with a copy of the recall list. An updated list will be provided as changes occur. Employees on the recall list shall be offered available positions for which they are deemed qualified and able by the supervisor in order of seniority and must respond within five (5) days of receiving the offer. No new employee shall be hired into a bargaining unit position until all those on the recall list who are judged qualified and able to do the work have been recalled or have declined an offer of recall. Any employee who has declined an offer of recall shall be dropped from the recall list.

Section 17.7.

An employee who is rehired or transferred to a previous position from the recall list shall be paid the applicable salary at the step the employee was paid at the time of layoff or displacement.

ARTICLE XVIII – DISCIPLINARY ACTION

Section 18.1.

Written warning notices, suspensions and discharges shall be for just and sufficient cause only. Both the employee and the Union shall be informed verbally by the Superintendent or his/her designee of such written warning notice, suspension or discharge whenever possible on the same working day such action is taken, but in no event later than twenty-four (24) hours following such action. Such disciplinary action (written warning notices, suspensions or discharges) and the specific reasons for them shall be stated in writing and a copy forwarded to the employee and the Union as soon as possible but in no event later than two (2) working days after such disciplinary action.

Section 18.2.

Should there be any dispute between the Board and the Union concerning the existence of just and sufficient cause for such disciplinary action (written warning notices, suspensions or discharges), such disciplinary action shall be subject to the Grievance Procedure contained in this Agreement.

Section 18.3.

At the request of either the Union or the Board, grievances arising from disciplinary action shall be given priority over all other grievances then being processed.

Section 18.4.

Disputes over written warning notices, suspensions or discharges received by employees may be submitted to the step of the Grievance Procedure immediately above the step occupied by the Board official who issued the discipline, and shall thereafter be addressed

as a grievance in accordance with the terms of the Grievance Procedure. Grievances that protest written warning notices shall not be subject to arbitration.

Section 18.5.

An employee desiring to review his/her official personnel folder shall be permitted to do so by making an appointment through his/her immediate supervisor with the Superintendent or the Superintendent's designated representative.

Section 18.6.

The Board agrees that the employee shall be notified if anything detrimental to the employee is placed in the employee's personnel file, and the employee shall be shown such detrimental item(s) by the Board.

Section 18.7.

In the event any unscheduled or scheduled meeting that may lead to disciplinary action is held between an employee and a supervisor, said employee shall have a right to request to have a Union representative present at such a meeting. The employee must be informed of this fact prior to proceeding with any such meeting by the supervisor, principal or Board representative. This shall not apply in those instances when a supervisor conducts a routine appraisal or discussion with the employee relative to said employee's work performance. At no time shall an employee be required to sign a written statement or form critical of his/her work performance or conduct or attitude without said employee's consent, and without a Union representative present.

Section 18.8.

The employee shall be afforded the opportunity within reason, to include a statement he/she wishes to make about unfavorable information contained in the employee's personnel folder.

ARTICLE XIX – TERMINATION OF EMPLOYMENT

Section 19.1.

Except in the case of discharge for cause, at least fourteen (14) calendar days written notice of termination of employment shall be given to the employee by the Board. When such notice is not possible, severance pay will be given under the following schedule: ten (10) days pay for a person employed up to three (3) years, and fifteen (15) days pay for any person employed more than three (3) years. Termination or suspension without such severance pay may be made with just cause. Any employee who voluntarily leaves shall give fourteen (14) calendar days written notice of resignation to the Board.

ARTICLE XX – PENSIONS

Section 20.1.

“The Pension Plan for Employees of the Town of New Milford, Connecticut”, became effective July 1, 1964, for all employees who are eligible to be included under said plan. This Article is included for informational purposes only and this benefit is not subject to the grievance procedure.

ARTICLE XXI – TECHNOLOGICAL CHANGES

Section 21.1.

Should the Board introduce new equipment, methods or processes as a substitute for, or replacement of, present equipment, methods and processes, employees in jobs affected by such innovations shall be given a reasonable period of time to train in the use of such new equipment, methods and processes, such time as shall be determined by the Superintendent.

ARTICLE XXII – SAVINGS CLAUSE

Section 22.1.

In the event any Article(s), Section(s) or portion(s) of this Agreement is declared invalid by a tribunal or court of competent jurisdiction, the remainder of this Agreement shall remain valid and in full force and effect. Should the parties agree that substitute language is necessary for the portion(s) declared invalid, they shall meet at a mutually acceptable time for the purpose of negotiating such substitute language.

ARTICLE XXIII – NO-STRIKE PROVISION

Section 23.1.

The Union shall not call, support, or participate in any strike, work slow-down, or any other concerted activity (with the exception of informational picketing as long as it does not interfere with the normal operation of the school system) which is detrimental to the operation of the Board’s offices or the schools during the period of this Agreement or any extension thereof. In the event an individual employee engages in activity proscribed herein on their own initiative, the Union shall make every effort to persuade the employee to discontinue such activity.

Individual or concerted employee job action shall be just cause for termination of employment of the employee or employees participating in such action. The Grievance and Arbitration Procedure contained herein can be utilized by the employee(s) or the Union under this Article only with respect to the issue of whether or not the employee(s) is guilty of having participated in any action proscribed by this Article.

ARTICLE XXIV – MISCELLANEOUS

Section 24.1. Substitutes.

In the event that a regular employee is absent from work, the Board will make every reasonable effort to employ a substitute.

Section 24.2. Out-of-Title Work.

All employees shall be assigned work appropriate to and within their job classification. The assignment of out-of-title work on other than an incidental basis shall be avoided. If the out-of-title work assignment is in a higher classification, the employee shall receive the applicable rate of pay for the higher classification.

Section 24.3. Training.

In an effort to encourage ongoing training, the Board will enable each employee to enroll in one (1) job related course in the New Milford Adult Education Program each year. This training will be tuition free. Employees must receive prior approval from the Department of Human Resources and meet registration requirements and deadlines. There will be no compensation for this time.

Section 24.4. New Bargaining Unit Positions.

The impact of a newly created classification shall be the subject of discussion and agreement between the parties as such new classifications are created.

Section 24.5. Performance Evaluation.

All employees shall receive an annual performance evaluation by his/her immediate supervisor or his/her designee. All performance evaluations shall be completed in writing with a copy given to the employee. After receiving the performance evaluation, the employee may write comments pertaining to the evaluation or add relevant materials that may supplement or enhance the evaluation. Such written comments or materials from the employee shall be attached to the performance evaluation and placed in the employee's personnel file.

ARTICLE XXV – DURATION OF AGREEMENT

Section 25.1.

This Agreement contains the full and complete Agreement between the Board and the Union and shall become effective on 7/1/21 and shall remain in the full force and effect through the 30th day of June 2024.

Section 25.2.

If this Agreement expires while negotiations for a new Agreement are under way, the terms of this Agreement shall remain in full force and effect until a Successor Agreement has been executed.

Section 25.3.

This Agreement may not be altered, amended, or modified, except in writing, signed by the Board and the Union, which amendment shall be appended hereto and become part of this Agreement.

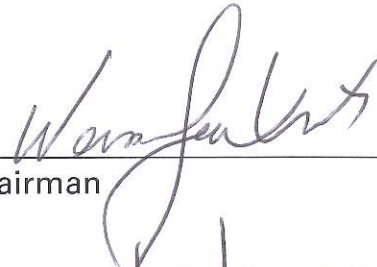
In witness whereof, the parties hereto have set their hands on the date(s) indicated below.

**NEW MILFORD EDUCATIONAL
SECRETARIES ASSOCIATION,
CHAPTER OF LOCAL 136, I.F.P.T.E.**

NEW MILFORD BOARD OF EDUCATION



President



Chairman

Date: 11/5/21

Date: 11/2/2021

APPENDIX A *
WAGE SCHEDULE

year 1 21.22	Class	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
	I	19.99	20.86	21.57	22.67	23.48	24.83	25.77	27.14
	II	18.95	19.62	20.35	21.41	22.40	23.44	24.58	25.89
	IIA	18.46	19.12	19.96	20.89	21.88	23.09	24.11	25.38
	III	17.99	18.62	19.47	20.40	21.26	22.58	23.53	24.88
	Tech I	21.82	22.25	22.67	23.10	23.56	24.01		
	Tech II	23.61	24.07	24.53	25.01	25.46	25.99		

year 2 22.23	Class	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
	I	20.34	21.23	21.95	23.07	23.89	25.26	26.22	27.61
	II	19.28	19.96	20.71	21.78	22.79	23.85	25.01	26.34
	IIA	18.78	19.45	20.31	21.26	22.26	23.49	24.53	25.82
	III	18.30	18.95	19.81	20.76	21.63	22.98	23.94	25.32
	Tech I	22.20	22.64	23.07	23.50	23.97	24.43		

year 3 23.24	Class	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
	I	20.70	21.60	22.33	23.47	24.31	25.71	26.68	28.10
	II	19.62	20.31	21.07	22.17	23.19	24.27	25.45	26.80
	IIA	19.11	19.80	20.66	21.63	22.65	23.91	24.96	26.28
	III	18.63	19.28	20.16	21.12	22.01	23.38	24.36	25.76
	Tech I	22.59	23.04	23.47	23.92	24.39	24.86		

* Beginning in 2021-2022, step 1 was dropped in Classes I, II, IIA and III and the remaining steps renumbered. Everyone not at max advanced one step. All employees not advancing a step in year 1 will receive a one-time stipend of \$1,412, paid over the course of the year, biweekly. The total year 1 cost is approximately 3.43%. In years 2 and 3, there will be no step movement but all hourly rates will increase by 1.75% in each of those two years.

APPENDIX B

JOB TITLES

CLASSIFICATION I

Administrative Secretary – Assistant Superintendent
Administrative Secretary – Director of Fiscal Services and Operations
Administrative Secretary – Facilities Manager
Administrative Secretary – Director of Pupil Personnel and Special Services
Administrative Secretary – Director of Human Resources
Secretary/Bookkeeper – Director of Food and Nutrition Services
Bookkeeper - Accounts Payable
Bookkeeper – Payroll

CLASSIFICATION II

Computer Scheduler (Middle School, High School)
Secretary – Career Center (High School)
Secretary - Principal (Elementary Schools, Intermediate School,
Middle School, High School)
Secretary/Receptionist – Guidance (High School)
Business Office Secretary
District Wide Secretary
Secretary/Superintendent's Office

CLASSIFICATION IIA

Secretary – Assistant Principal (Elementary Schools, Intermediate School,
Middle School, High School)
Secretary – Special Education (High School)
Secretary – Special Education/Guidance (Middle School)

CLASSIFICATION III

Library Clerk (Elementary Schools, Intermediate School,
Middle School, High School)
Receptionist (High School)
Receptionist/Attendance Clerk (Intermediate School)

COMPUTER TECHNICIANS

Technology – Tech I (Elementary Schools, Intermediate School,
Middle School, High School)
Tech II (District Wide)

APPENDIX C – HEALTH AND DENTAL INSURANCE PLANS

The health plan benefits shall be as set forth in the SPP 2.0 effective on July 1, 2021, including any subsequent amendments or modifications made to the SPP by the State and its employee representatives. The administration of the SPP, including open enrollment, beneficiary eligibility and changes, and other administration provisions shall be as established by the SPP.

The premium rates shall be set by the SPP. The parties acknowledge that the rate set by the SPP will be adjusted to achieve a blended rate to provide retired certified employees with insurance coverage at the same rate offered to active employees, as required by statute.

The SPP contains a Health Enhancement Plan (HEP) component. All employees participating in the SPP are subject to the terms and provisions of the HEP. In the event SPP administrators impose the HEP non-participation or noncompliance \$100 per month premium cost increase or the \$350 per participant to a maximum of \$1400 family annual deductible, those sums shall be paid 100% in their entirety by the non-participating or non-compliant employee. No portion or percentage shall be paid by the Employer. The \$100 per month premium cost increase shall be implemented through payroll deduction, and the \$350/\$1400 annual deductible shall be implemented through claims administration.

In the event any of the following occur, the Employer or the Union may reopen negotiations in accordance with mid-stream negotiation and arbitration provisions contained in the Connecticut General Statutes as to the sole issue of health insurance, including plan design and plan funding, premium cost share and/or introduction of replacement medical insurance in whole or in part:

If the SPP in its current form is no longer available; or if the benefit plan design of the SPP is modified as a result of a change to the State's collective bargaining agreement with SEBAC, if such modifications would substantially increase the cost of the medical insurance plan offered herein; and/or

If Conn. Gen. Stat. Section 3-123rrr et seq. is amended, or if there are any changes to the administration of the SPP, or if additional fees and/or charges for the SPP are imposed so as to affect the Employer, any of which amendments, changes, fees or charges (individually or collectively) would substantially increase the cost of the medical insurance plan offered herein; and/or

If the cost of the medical insurance plan offered herein is expected to result in the triggering of an excise tax under The Patient Protection and Affordable Care Act (ACA; P.L. 111-148), as amended, inter alia, by the

Consolidated Appropriations Act of 2016 (P.L. 114-113) and/or if there is any material amendment to the ACA that would substantially increase the cost of the medical insurance plan offered herein.

Dental Insurance

Individual Comprehensive Dental Plan providing coverage for preventive services at 100%, general services at 80%, and major services at 50%, subject to an annual deductible for general and major services of \$50 and a maximum benefit of \$1,000 per calendar year. The annual family deductible for general and major services is \$150. Members shall elect family coverage pursuant to this sub-paragraph by the first week of any school year

APPENDIX D

Humana Vision 100

CONNECTICUT

New Milford Public Schools

Vision care services	If you use an IN-NETWORK provider (Member cost)	If you use an OUT-OF-NETWORK provider (Reimbursement)
Exam with dilation as necessary • Retinal imaging ¹	\$10 Up to \$39	Up to \$30 Not covered
Contact lens exam options ² • Standard contact lens fit and follow-up • Premium contact lens fit and follow-up	Up to \$55 10% off retail	Not covered Not covered
Frames ³	\$100 allowance 20% off balance over \$100	\$50 allowance
Standard plastic lenses ⁴ • Single vision • Bifocal • Trifocal • Lenticular	\$25 \$25 \$25 \$25	Up to \$25 Up to \$40 Up to \$60 Up to \$100
Covered lens options ⁴ • UV coating • Tint (solid and gradient) • Standard scratch-resistance • Standard polycarbonate - adults • Standard polycarbonate - children <19 • Standard anti-reflective coating • Premium anti-reflective coating - Tier 1 - Tier 2 - Tier 3 • Standard progressive (add-on to bifocal) • Premium progressive - Tier 1 - Tier 2 - Tier 3 - Tier 4 • Photochromatic / plastic transitions • Polarized	\$15 \$15 \$15 \$40 \$40 \$45 Premium anti-reflective coatings as follows: - Tier 1 \$57 - Tier 2 \$68 - Tier 3 80% of charge \$25 Premium progressives as follows: - Tier 1 \$110 - Tier 2 \$120 - Tier 3 \$135 - Tier 4 \$90 copay, 80% of charge less \$120 allowance \$75 20% off retail	Not covered Not covered Not covered Not covered Not covered Not covered Premium anti-reflective coatings as follows: Not covered Not covered Not covered Up to \$40 Premium progressives as follows: Not covered Not covered Not covered Not covered Not covered Not covered
Contact lenses ⁵ (applies to materials only) • Conventional • Disposable • Medically necessary	\$100 allowance, 15% off balance over \$100 \$100 allowance \$0	\$80 allowance \$80 allowance \$200 allowance

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Humana Vision 100

Vision care services	If you use an IN-NETWORK provider (Member cost)	If you use an OUT-OF-NETWORK provider (Reimbursement)
Frequency		
• Examination	Once every 12 months	Once every 12 months
• Lenses or contact lenses	Once every 12 months	Once every 12 months
• Frame	Once every 24 months	Once every 24 months

Diabetic Eye Care: care and testing for diabetic members

• Examination - Up to (2) services per year	\$0	Up to \$77
• Retinal Imaging - Up to (2) services per year	\$0	Up to \$50
• Extended Ophthalmoscopy - Up to (2) services per year	\$0	Up to \$15
• Gonioscopy - Up to (2) services per year	\$0	Up to \$15
• Scanning Laser Up to (2) services per year	\$0	Up to \$33

¹ Member costs may exceed \$39 with certain providers. Members may contact their participating provider to determine what costs or discounts are available.

² Standard contact lens exam fit and follow up costs and premium contact lens exam discounts up to 10% may vary by participating provider. Members may contact their participating provider to determine what costs or discounts are available.

³ Discounts may be available on all frames except when prohibited by the manufacturer.

⁴ Lens option costs may vary by provider. Members may contact their participating provider to determine if listed costs are available.

⁵ Plan covers contact lenses or frames, but not both.

Additional plan discounts

- Member may receive a 20% discount on items not covered by the plan at network Providers. Members may contact their participating provider to determine what costs or discounts are available. Discount does not apply to EyeMed Provider's professional services, or contact lenses. Plan discounts cannot be combined with any other discounts or promotional offers. Services or materials provided by any other group benefit plan providing vision care may not be covered. Certain brand name Vision Materials may not be eligible for a discount if the manufacturer imposes a no-discount practice. Frame, Lens, & Lens Option discounts apply only when purchasing a complete pair of eyeglasses. If purchased separately, members receive 20% off the retail price.
- Members may also receive 15% off retail price or 5% off promotional price for LASIK or PRK from the US Laser Network, owned and operated by LCA Vision. Since LASIK or PRK vision correction is an elective procedure, performed by specialty trained providers, this discount may not always be available from a provider in your immediate location.

Limitations and Exclusions:

In addition to the limitations and exclusions listed in your "Vision Benefits" section, this policy does not provide benefits for the following:

1. Any expenses incurred while you qualify for any worker's compensation or occupational disease act or law, whether or not you applied for coverage.
2. Services:
 - That are free or that you would not be required to pay for if you did not have this insurance, unless charges are received from and reimbursable to the U.S. government or any of its agencies as required by law;
 - Furnished by, or payable under, any plan or law through any government or any political subdivision (this does not include Medicare or Medicaid); or
 - Furnished by any U.S. government-owned or operated hospital/institution/agency for any service connected with sickness or bodily injury.
3. Any loss caused or contributed by:
 - War or any act of war, whether declared or not,
 - Any act of international armed conflict; or
 - Any conflict involving armed forces of any international authority.
4. Any expense arising from the completion of forms.
5. Your failure to keep an appointment.
6. Any hospital, surgical or treatment facility, or for services of an anesthesiologist or anesthesiologist.
7. Prescription drugs or pre-medications, whether dispensed or prescribed.
8. Any service not specifically listed in the Schedule of Benefits.
9. Any service that we determine:
 - Is not a visual necessity;
 - Does not offer a favorable prognosis;
 - Does not have uniform professional endorsement; or
 - Is deemed to be experimental or investigational in nature.
10. Orthoptic or vision training.
11. Subnormal vision aids and associated testing.
12. Aniseikonic lenses.
13. Any service we consider cosmetic.
14. Any expense incurred before your effective date or after the date your coverage under this policy terminates.
15. Services provided by someone who ordinarily lives in your home or who is a family member.
16. Charges exceeding the reimbursement limit for the service.
17. Treatment resulting from any intentionally self-inflicted injury or bodily illness.
18. Plano lenses.
19. Medical or surgical treatment of eye, eyes, or supporting structures.
20. Replacement of lenses or frames furnished under this plan which are lost or broken, unless otherwise available under the plan.
21. Any examination or material required by an Employer as a condition of employment.
22. Non-prescription sunglasses.
23. Two pair of glasses in lieu of bifocals.
24. Services or materials provided by any other group benefit plans providing vision care.
25. Certain name brands when manufacturer imposes no discount.
26. Corrective vision treatment of an experimental nature.
27. Solutions and/or cleaning products for glasses or contact lenses.
28. Pathological treatment.
29. Non-prescription items.
30. Costs associated with securing materials.
31. Pre- and Post-operative services.
32. Orthokeratology.
33. Routine maintenance of materials.
34. Refitting or change in lens design after initial fitting, unless specifically allowed elsewhere in the certificate.
35. Artistically painted lenses.

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Plan summary created on: 9/21/17 12:27

Vision health impacts overall health

Routine eye exams can lead to early detection of vision problems and other diseases such as diabetes, hypertension, multiple sclerosis, high blood pressure, osteoporosis, and rheumatoid arthritis.



Thompson Media Inc.

Humana Vision products insured by Humana Insurance Company, Humana Health Benefit Plan of Louisiana, The Dental Concern, Inc. or Humana Insurance Company of New York.

This is not a complete disclosure of the plan qualifications and limitations. Specific limitations and exclusions as contained in the Regulatory and Technical Information Guide will be provided by the agent. Please review this information before applying for coverage.

NOTICE: Your actual expenses for covered services may exceed the stated cost or reimbursement amount because actual provider charges may not be used to determine insurer and member payment obligations.

Policy number: CT-70148-019/15et.al.

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Discrimination is Against the Law

Humana Inc. and its subsidiaries comply with applicable Federal civil rights laws and do not discriminate on the basis of race, color, national origin, age, disability, or sex. Humana Inc. and its subsidiaries do not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

Humana Inc. and its subsidiaries provide:

- Free auxiliary aids and services, such as qualified sign language interpreters, video remote interpretation, and written information in other formats to people with disabilities when such auxiliary aids and services are necessary to ensure an equal opportunity to participate.
- Free language services to people whose primary language is not English when those services are necessary to provide meaningful access, such as translated documents or oral interpretation.

If you need these services, call 1-877-320-1235 or if you use a TTY, call 711.

If you believe that **Humana Inc. and its subsidiaries** have failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with:

Discrimination Grievances
P.O. Box 14618
Lexington, KY 40512 - 4618

If you need help filing a grievance, call 1-877-320-1235 or if you use a TTY, call 711.

You can also file a civil rights complaint with the **U.S. Department of Health and Human Services**, Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

U.S. Department of Health and Human Services
200 Independence Avenue, SW
Room 509F, HHH Building
Washington, D.C. 20201
1-800-368-1019, 800-537-7697 (TDD)
Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>

APPENDIX E – For Informational Purposes Only

§ 10-235. Indemnification of teachers, board members, employees..., CT ST § 10-235

Connecticut General Statutes Annotated
Title 10. Education and Culture (Refs & Annos)
Chapter 170. Boards of Education (Refs & Annos)

C.G.S.A. § 10-235

§ 10-235. Indemnification of teachers, board members, employees and certain volunteers and students in damage suits; expenses of litigation

Effective: June 30, 2015
Currentness

(a) Each board of education shall protect and save harmless any member of such board or any teacher or other employee thereof or any member of its supervisory or administrative staff, and the State Board of Education, the Board of Regents for Higher Education, the board of trustees of each state institution and each state agency which employs any teacher, and the managing board of any public school, as defined in section 10-183b, including the governing council of any charter school, shall protect and save harmless any member of such boards, or any teacher or other employee thereof or any member of its supervisory or administrative staff employed by it, from financial loss and expense, including legal fees and costs, if any, arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in accidental bodily injury to or death of any person, or in accidental damage to or destruction of property, within or without the school building, or any other acts, including but not limited to infringement of any person's civil rights, resulting in any injury, which acts are not wanton, reckless or malicious, provided such teacher, member or employee, at the time of the acts resulting in such injury, damage or destruction, was acting in the discharge of his or her duties or within the scope of employment or under the direction of such board of education, the Board of Regents for Higher Education, board of trustees, state agency, department or managing board; provided that the provisions of this section shall not limit or otherwise affect application of section 4-165 concerning immunity from personal liability. For the purposes of this section, the terms "teacher" and "other employee" shall include (1) any person who is a cooperating teacher pursuant to section 10-220a, teacher mentor or reviewer, (2) any student teacher doing practice teaching under the direction of a teacher employed by a local or regional board of education or by the State Board of Education or Board of Regents for Higher Education, (3) any student enrolled in a technical high school who is engaged in a supervised health-related field placement program which constitutes all or part of a course of instruction for credit by a technical high school, provided such health-related field placement program is part of the curriculum of such technical high school, and provided further such course is a requirement for graduation or professional licensure or certification, (4) any volunteer approved by a board of education to carry out a duty prescribed by said board and under the direction of a certificated staff member including any person, partnership, limited liability company or corporation providing students with community-based career education, (5) any volunteer approved by a board of education to carry out the duties of a school bus safety monitor as prescribed by said board, (6) any member of the faculty or staff or any student employed by The University of Connecticut Health Center or health services, (7) any student enrolled in a constituent unit of the state system of higher education who is engaged in a supervised program of field work or clinical practice which constitutes all or part of a course of instruction for credit by a constituent unit, provided such course of instruction is part of the curriculum of a constituent unit, and provided further such course (i) is a requirement for an academic degree or professional licensure or (ii) is offered by the constituent unit in partial fulfillment of its accreditation obligations, and (8) any student enrolled in a constituent unit of the state system of higher education who is acting in the capacity of a member of a student discipline committee established pursuant to section 4-188a.

(b) In addition to the protection provided under subsection (a) of this section, each local and regional board of education and each charter school shall protect and save harmless any member of such local or regional board of education or charter school governing council, or any teacher or other employee thereof or any member of its supervisory or administrative staff from financial loss and expense, including legal fees and costs, if any, arising out of any claim, demand or suit instituted against

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such member, teacher or other employee by reason of alleged malicious, wanton or wilful act or ultra vires act, on the part of such member, teacher or other employee while acting in the discharge of his duties. In the event such member, teacher or other employee has a judgment entered against him for a malicious, wanton or wilful act in a court of law, such board of education or charter school shall be reimbursed by such member, teacher or other employee for expenses it incurred in providing such defense and shall not be held liable to such member, teacher or other employee for any financial loss or expense resulting from such act.

(c) Legal fees and costs incurred as a result of the retention, by a member of the State Board of Education, the Board of Regents for Higher Education or the board of trustees of any state institution or by a teacher or other employee of any of them or any member of the supervisory or administrative staff of any of them, or by a teacher employed by any other state agency, of an attorney to represent his or her interests shall be borne by said State Board of Education, Board of Regents for Higher Education, board of trustees of such state institution or such state agency employing such teacher, other employee or supervisory or administrative staff member, as the case may be, only in those cases wherein the Attorney General, in writing, has stated that the interests of said board, Board of Regents for Higher Education, board of trustees or state agency differ from the interests of such member, teacher or employee and has recommended that such member, teacher, other employee or staff member obtain the services of an attorney to represent his interests and such member, teacher or other employee is thereafter found not to have acted wantonly, recklessly or maliciously.

Credits

(1949 Rev., § 1494; 1949, Supp. § 163a; 1951, Supp. § 329b; 1955, Supp. § 951d; 1959, P.A. 521, § 1, eff. June 16, 1959; 1965, Feb.Sp.Sess., P.A. 330, § 43, eff. July 1, 1965; 1971, P.A. 344; 1972, P.A. 201, § 1, eff. May 16, 1972; 1973, P.A. 73-651; 1977, P.A. 77-573, § 24, eff. Aug. 1, 1977; 1978, P.A. 78-54; 1978, P.A. 78-65; 1978, P.A. 78-208, § 30, eff. July 1, 1978; 1978, P.A. 78-218, § 167; 1979, P.A. 79-63; 1980, P.A. 80-197, § 3; 1981, P.A. 81-450, § 2; 1982, P.A. 82-218, § 37, eff. March 1, 1983; 1984, P.A. 84-241, § 2, eff. May 24, 1984; 1988, P.A. 88-273, § 7, eff. May 6, 1988; 1990, P.A. 90-230, § 15, eff. June 8, 1990; 1990, P.A. 90-325, § 21, eff. June 6, 1990; 1993, P.A. 93-259, § 1, eff. June 28, 1993; 1995 P.A. 95-79, § 186, eff. May 31, 1995; 1996, P.A. 96-214, § 7; 2011, P.A. 11-48, § 285, eff. July 1, 2011; 2012, P.A. 12-116, § 87(a), (b), eff. July 1, 2012; 2013, P.A. 13-122, § 6, eff. June 18, 2013; 2015, P.A. 15-215, § 5, eff. June 30, 2015.)

Notes of Decisions (32)

C. G. S. A. § 10-235, CT ST § 10-235

The statutes and Constitution are current with enactments from the 2015 Regular Session and the June Special Session.

Connecticut General Statutes Annotated
Title 46a. Human Rights (Refs & Annos)
Chapter 814C. Human Rights and Opportunities
Part II. Discriminatory Practices (Refs & Annos)

C.G.S.A. § 46a-60

§ 46a-60. Discriminatory employment practices prohibited

Effective: October 1, 2019
Currentness

(a) As used in this section:

- (1) "Pregnancy" means pregnancy, childbirth or a related condition, including, but not limited to, lactation;
- (2) "Reasonable accommodation" means, but shall not be limited to, being permitted to sit while working, more frequent or longer breaks, periodic rest, assistance with manual labor, job restructuring, light duty assignments, modified work schedules, temporary transfers to less strenuous or hazardous work, time off to recover from childbirth or break time and appropriate facilities for expressing breast milk; and
- (3) "Undue hardship" means an action requiring significant difficulty or expense when considered in light of factors such as (A) the nature and cost of the accommodation; (B) the overall financial resources of the employer; (C) the overall size of the business of the employer with respect to the number of employees, and the number, type and location of its facilities; and (D) the effect on expenses and resources or the impact otherwise of such accommodation upon the operation of the employer.

(b) It shall be a discriminatory practice in violation of this section:

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(7) For an employer, by the employer or the employer's agent: (A) To terminate a woman's employment because of her pregnancy; (B) to refuse to grant to that employee a reasonable leave of absence for disability resulting from her pregnancy; (C) to deny to that employee, who is disabled as a result of pregnancy, any compensation to which she is entitled as a result of the accumulation of disability or leave benefits accrued pursuant to plans maintained by the employer; (D) to fail or refuse to reinstate the employee to her original job or to an equivalent position with equivalent pay and accumulated seniority, retirement, fringe benefits and other service credits upon her signifying her intent to return unless, in the case of a private employer, the employer's circumstances have so changed as to make it impossible or unreasonable to do so; (E) to limit, segregate or classify the employee in a way that would deprive her of employment opportunities due to her pregnancy; (F) to discriminate against an employee or person seeking employment on the basis of her pregnancy in the terms or conditions of her employment; (G) to fail or refuse to make a reasonable accommodation for an employee or person seeking employment due to her pregnancy, unless the employer can demonstrate that such accommodation would impose an undue hardship on such employer; (H) to deny employment opportunities to an employee or person seeking employment if such denial is due to the employee's request for a reasonable accommodation due to her pregnancy; (I) to force an employee or person seeking employment affected by pregnancy to accept a reasonable accommodation if such employee or person seeking employment (i) does not have a known limitation related to her pregnancy, or (ii) does not require a reasonable accommodation to perform the essential duties related to her employment; (J) to require an employee to take a leave of absence if a reasonable accommodation can be provided in lieu of such leave; and (K) to retaliate against an employee in the terms, conditions or privileges of her employment based upon such employee's request for a reasonable accommodation;

■ ■ ■

(d) (1) An employer shall provide written notice of the right to be free from discrimination in relation to pregnancy, childbirth and related conditions, including the right to a reasonable accommodation to the known limitations related to pregnancy pursuant to subdivision (7) of subsection (b) of this section to: (A) New employees at the commencement of employment; (B) existing employees within one hundred twenty days after the effective date of this section; and (C) any employee who notifies the employer of her pregnancy within ten days of such notification. An employer may comply with the provisions of this section by displaying a poster in a conspicuous place, accessible to employees, at the employer's place of business that contains the information required by this section in both English and Spanish. The Labor Commissioner may adopt regulations, in accordance with chapter 54,¹ to establish additional requirements concerning the means by which employers shall provide such notice.

