

**AGREEMENT**  
**BETWEEN**  
**THE NEW HAVEN BOARD OF EDUCATION**

**AND**

**BOARD OF EDUCATION EMPLOYEES**  
**LOCAL 3429 OF COUNCIL 4**  
**AFSCME, AFL-CIO**

**JULY 1, 2006 - JUNE 30, 2010**

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## **PREAMBLE**

The welfare of the Board of Education and its employees is dependent largely upon the service which the Board of Education renders to its students, their families and the public. Improvements in this service, efficient and economic operations, and control over expenses are promoted by willing cooperation between the Board of Education, the Union and each employee to render honest and efficient and economical service. The spirit of cooperation between the Board of Education and the Union and the Employees represented hereby being essential to efficient operation, all parties will so conduct themselves to promote this spirit.

## **ARTICLE 1** **RECOGNITION**

### **Section 1**

The New Haven Board of Education (hereinafter "Board") recognizes Local 3429, Council 4, AFSCME, AFL-CIO as the sole and exclusive bargaining agent with respect to rates of pay, wages, hours and all other conditions of employment for all employees covered by this Agreement.

### **Section 2**

The term "employee" as used in this Agreement shall mean and include all paraprofessionals employed by the City of New Haven, Board of Education excluding Supervisors.

### **Section 3**

All new employees covered by this Agreement shall be subject to a ninety (90) day probationary period.

## **ARTICLE 2** **RIGHTS OF EMPLOYER**

### **Section 1**

The Employer maintains the exclusive right to direct the work force. This right shall include, but shall not be limited to, the right to: (a) Direct employees; (b) hire, promote, transfer and assign; (c) suspend, demote, discharge or take other disciplinary action; (d) relieve employees from duty due to lack of work or for other legitimate reasons; (e) take any action necessary in order to maintain the efficiency of the School System, determine the methods, means, manner and personnel by which services shall be rendered; and (f) to take any actions necessary in situations of emergency, to carry out the responsibility of the Board to the citizens of New Haven. This Section shall not be inconsistent with other provisions of this Agreement. This Section, as all other Sections, is subject to the Grievance Procedure.

## Section 2

The Board will be bound by the obligations imposed by law, as well as the responsibilities set forth in this Agreement.

### **ARTICLE 3** **CONSULTATION PROCEDURE**

## Section 1

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

- a) The party proposing the change, addition, modification or deletion shall reduce such to writing and mail it to the Board or Union, as the case may be, within a reasonable time.
- b) Thereafter, and within a two week period, a meeting of representatives of the parties shall be held to discuss the matter. This time requirement may be waived upon mutual agreement.
- c) If agreement is reached on the proposal, such will be reduced to writing and referred to the Board or the Union for ratification with the recommendation of both parties.

## Section 2

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

## Section 3

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

### **ARTICLE 4** **NON-DISCRIMINATION CLAUSE**

There shall be no discrimination against any employee because of his/her race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, present or past history of mental disorder, mental retardation, learning disability or physical disability, or political or union affiliation.

### **ARTICLE 5**

## DUES DEDUCTIONS

### Section 1

As of the effective date of this Agreement, all members of the bargaining unit who are members of the Union shall, as a condition of continued employment, remain members of the Union in good standing for the duration of the Agreement or pay to the Union an amount equal to the amount of dues, fees and assessments payable by Union members. Any employee who is hired after the effective date of this Agreement shall, as a condition of continued employment, become a member of the Union at the completion of the probationary period or pay to the Union an amount equal to the amount of dues, fees and assessments payable by Union members.

### Section 2

The Board agrees to deduct from the salary of its employees dues, or the fee in lieu thereof. Each employee shall, as a condition of employment, authorize the Board, in writing and on the form agreed to, to make such deduction and to transmit the monies monthly to Local 3429 of Council 4. If dues are not deducted the Union will notify the Board and the proper deduction will be made from the next month following said notice by the Union.

As soon as is practicable following the execution of this agreement, dues deductions are to be made weekly unless mutually agreed otherwise. If an employee who is absent on account of sickness, leave of absence, or for any other reasons has no earnings due him during such deduction period, no deductions will be made from that employee for that period. The Union will arrange collection of dues and fees in such instances, directly with the employee.

### Section 3

If any employee does not have Union dues or the agency fees deducted from his/her pay for that month for any other reason, the Board shall make a double deduction each month thereafter until the employee becomes current.

### Section 4

The Union agrees to indemnify and to save the Board and the City harmless from any and all claims or demands, including reasonable attorney's fees, which may be made against the Board arising out of an action taken against the Board under any Sections of this Article and assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the authorized Union Official.

## ARTICLE 6 SENIORITY

### Section 1

Seniority is defined as the total length of continuous service as a paraprofessional employee employed by the New Haven Board of Education. Continuity of employment shall not be broken by any approved leave of absence whether with or without pay, or if laid off and recalled within two years.

### Section 2

When a position is to be filled a copy of the job announcement will be sent to all schools and work locations to which paraprofessionals are assigned. A copy will also be sent to the Union President and Council 4. Those interested in applying for the position must contact the Board's Personnel Office in writing within ten (10) days of the date on the announcement.

### Section 3

All positions will be filled based upon candidates' qualifications for the position in question. If, however, there are applicants presently employed in the New Haven School System and two or more applicants are equally qualified, the applicant with the greatest seniority in the bargaining unit shall be given preference.

### Section 4

If the Board determines it is necessary to make layoffs, employees shall be laid off in the inverse order to their seniority. However, employees who possess special job skills or education need not necessarily be laid off if they do not otherwise have sufficient seniority. Special skills or education is hereinafter defined as actually possessing and utilizing bilingual skills or signing for the learning impaired in the performance of the job and/or possessing educational degrees or job-related certifications.

### Section 5

Employees who have been laid off shall have their names placed on a paraprofessional employee re-employment list. An individual's name shall remain on the re-employment list for two (2) years from the date of layoff or until re-employed, whichever occurs first.

### Section 6

If the Board determines to fill paraprofessional positions while there are such individuals on layoff status, the available position shall be offered to individuals on the re-employment list in seniority order provided said individual is qualified for the position being filled.

## Section 7

Employees on layoff shall continue to accumulate seniority for two (2) years but shall not be entitled to any other contractual benefits during the period of layoff. Time spent on layoff shall not be deemed to interrupt the continuity of employment for purposes of computing contractual benefits if recalled prior to the end of the two (2) year period. Any employee not recalled to work during this period shall lose all seniority rights and shall be treated as a new employee for all purposes.

## Section 8

An employee recalled from layoff will be placed in the salary group to which the offered position is assigned. The step within the group shall be equivalent to the step the employee was in at the time of layoff, but based upon the salary schedule in effect at the time of recall.

## Section 9

Any employee who refuses an opportunity to recall to a position in the same salary group or a higher salary group from which the layoff occurred shall have their name removed from the re-employment list.

## Section 10

- a) The employer shall provide the Union on or about January 1st and July 1st of each year an updated list of all bargaining unit employees which shall include the employee's address on file with the Employer and the date of hire.
- b) With respect to new employees, the Union will be notified within thirty (30) days of an individual's hire of the employee's name, address, title, position number, salary, date of hire and work location.

## Section 11

Officers of the Local shall have top seniority in cases of layoff. Officers are defined as the President, Vice-President, Secretary and Treasurer.

## Section 12

The duties and responsibilities of positions existing on the effective date of this Agreement will not be unilaterally changed during this Agreement.

## Section 13

Two weeks notice will be given to any employee before the employee is transferred.

Section 14

Involuntary transfers will be made by-building seniority with the employee with the least length of time in the building being transferred first, so long as the instructional needs of the school system are met.

Section 15

The Board of Education and the City of New Haven agree that any Local 3429 member who is transferred or promoted to any position included in Locals 933, 884, 287, 68, 71 or 3144 shall be able to carry over all unused sick leave and vacation pay and further agree that his/her time in Local 3429 shall be credited towards vacation and longevity.

**ARTICLE 7**  
**BULLETIN BOARDS**

Section 1

The Union shall be allowed bulletin board space in the school. Copies of any notice to be posted shall be submitted to the Principal or to the supervisor in those work locations where there is no principal.

**ARTICLE 8**  
**SAVINGS CLAUSE**

Section 1

In the event that any federal or state legislation, governmental regulations, or court decisions cause invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect.

**ARTICLE 9**  
**LEAVE PROVISIONS**

Section 1 – Sick Leave

- a) Sick Leave is to be used only for the purpose of compensating a paraprofessional who is unable to attend his/her regularly scheduled classes for one of the following reasons:
  - 1. Personal illness which requires the individual to stay home.
  - 2. Medical or dental examination if arrangements cannot be made outside of working hours.
  - 3. When exposure to contagious disease endangers the health of other employees.
  - 4. When a member of the immediate family is critically ill or disabled creating an emergency which requires the personal attention of the employee, for a period of time not to exceed one (1) day.
  
- b) Sick leave shall be earned at the rate of one and one-quarter working days for each school

calendar month of service.

- c) Effective March 1, 2007, all unused sick leave of any employee during continuous employment may be accumulated to a maximum of one hundred and twenty days (120). As of March 1, 2007 any employee who has accumulated sick leave in excess of one hundred and twenty (120) days shall be allowed to maintain such balance and utilize such sick leave in a manner consistent with this Agreement provided that once such accumulated sick leave balance becomes equal to or less than one hundred and twenty (120) days then one hundred and twenty (120) days shall become a maximum number of days to be accumulated by such employee. Employees hired after July 1, 2002 may only accumulate sick leave to a maximum of one hundred and twenty (120) days.
- d) The Board and/or Superintendent or his designated representative may request a Doctor's certificate to be presented by any paraprofessional attesting to illness sufficient to keep the paraprofessional from work for five (5) consecutive days or more. If there exists any reasonable doubt concerning the paraprofessional's illness, the Board or the Superintendent or his designee may require such paraprofessional to submit to an examination by an independent Physician acceptable to the paraprofessional and the Board at the Board's expense.
- e) Upon retirement, an employee shall be credited for the period of time corresponding to the amount of sick leave accumulated up to a maximum of 120 days provided that this provision in no way conflicts with any and all retirement provisions under Social Security. Payment for credited accumulated sick leave up to a maximum of 120 days shall be made on a lump sum basis upon retirement. Retirement is defined to mean retirement under Social Security.
- f) Upon the death of an employee, the amount of sick leave time credited to the employee up to a maximum of one hundred twenty (120) days shall be payable to his/her spouse or estate.
- g) Upon layoff of an employee, the amount of sick leave time credited to the employee up to a maximum of one hundred (100) days shall be paid in a lump sum within one (1) month of the employee's termination date.

## Section 2 – Leave of Absence

- a) Request for leave of absence must be submitted in writing, setting forth the reason for said request. If the request is granted, said employee can be granted a leave of absence up to one (1) year. Placement upon return of said leave will be determined upon the availability of said position, or a similar position.
- b) The leave of absence shall be without pay and no contractual benefits shall accumulate during the period of the leave except that the continuity of employment for purposes of seniority shall not be broken. Employees on a leave of absence may arrange to continue their health insurance coverage by reimbursing the Employer for the monthly premiums.

## Section 3 – Time Allowance for Death

- a) In the event of a death in the immediate family (father, mother, mother-in-law, father-in-law, sister, brother, husband, wife, child, grandparent, grandchild) the number of days leave granted for this purpose shall not exceed five (5) days immediately following the date of death. Reimbursement will only be for working days.
- b) Employees may attend funerals for an aunt, uncle, brother-in-law or sister-in-law. One full day's pay will be granted if the absence occurs on one of the employee's regularly scheduled work days.
- c) If for any reason the funeral is delayed, the employee does not have to take the time off immediately following the death. The time off will be to accommodate the date of the funeral but in no event will the employee be compensated more than the days due if taken immediately following the death.

#### Section 4 – Personal Days

- a) Each employee shall be entitled to three (3) personal days per school year. Effective June 30, 1987 and each June 30 thereafter all personal days must be utilized or they will be lost.
- b) An employee intending to utilize personal leave shall notify his/her supervisor at least forty eight (48) hours prior to taking such leave.

#### Section 5 – Worker's Compensation

- a) Employees on Worker's Compensation shall be paid the difference between their regular weekly earnings and the amount of weekly Worker's Compensation for the first thirteen (13) weeks while on Worker's Compensation. Should an employee be taken off Worker's Compensation prior to the end of such thirteen (13) week period, the Employer shall cease to pay the differential as described herein above.
- b) In addition to existing rights the Employer has or may have to recover Workers' Compensation payment from responsible third parties, the Employer shall have the right to recover any payment made by it to supplement said benefits pursuant to paragraph (a) hereof from such a responsible party. If the employee recovers a judgment or otherwise settles his/her claim against a responsible third party, the Employer shall be reimbursed by the employee to the extent of the benefits paid by it.
- c) The employee agrees to hold the Union harmless with respect to any liability on the employee's part as above set forth

#### Section 6 – FMLA and Maternity Leave

- (A) Family and Medical Leave - Any employee who is an “eligible employee” as defined under the Federal Family and Medical Leave Act (FMLA), 29 U.S.C. Sec. 2601. et seq. shall be granted up to the statutory allotted weeks of FMLA leave during a twelve (12)

month period in accordance with the FMLA. Any accumulated paid sick leave time must be exhausted first in situations where the leave being taken by the employee is covered by the FMLA; however, employees have the option to use or not use accumulated vacation days as part of the FMLA leave. Paid leave time used as part of the FMLA leave shall be included in (and shall not be in addition to) the aforementioned statutory period of allowable FMLA leave. A medical certificate acceptable to the City shall be required for FMLA leave situations.

1. Employees on FMLA leave shall have their health insurance coverage maintained during such leave on the same terms as if they had continued to work. Provided, if the employee fails to return to work, the employee shall be liable for retroactive premium payments in accordance with the FMLA.
  2. Employees shall continue to accumulate sick leave days during FMLA leave.
- (B) Employees on any leave without pay (including unpaid FMLA leave) shall not continue to accumulate sick leave or vacation credits. However, the continuity of employment shall be preserved for purposes of vacation and longevity entitlement and other benefits based upon time in service.
- (C) Employees on a leave of absence without pay will be eligible to continue their health insurance coverage at the group rate. Arrangements to do so must be made in advance with the Department designated to handle such arrangements or the insurance coverage will be terminated.
- (D) When an employee returns from an approved leave of absence, their medical insurance shall be reinstated and the City shall pick up coverage on the first day of the first full calendar month after they return.

## Section 7 – Occasional Sick Leave and Short Term Disability

### Section 1

Only employees hired on or after July 1, 2006, shall be covered by the provisions of this Article.

### Section 2

Employees who have completed their probationary period shall be covered by a short term disability policy as described herein. In addition, employees shall be allowed seven (7) paid sick days per year, to be credited January 1 of each calendar year after the employee has completed his/her probationary period.

In the case of a new employee, he/she shall not be credited with any paid sick days until his/her probationary period is completed; at which time the employee shall be credited with a pro-rated number of paid sick days retroactive to his/her date of hire for the first calendar year only.

All paid sick days credited in any one calendar year shall be forfeited if not used within that calendar year.

### Section 3

#### INCOME PROTECTION PLAN

##### A. Purpose

Disability benefits are designed to provide cash income to any employee who is totally disabled by a non-job related injury or illness, and is therefore prevented from performing the duties of his or her occupation for a period in excess of seven (7) consecutive calendar days.

##### B. Eligibility

To be eligible for disability benefits, an individual must be a full time employee who has completed his/her ninety (90) day probationary period and must present medical documentation substantiating the disability.

##### C. Short Term Disability

1. Short term disability shall apply to any extended absence for sickness or non-job related injury of more than seven (7) consecutive calendar days.
2. After the seventh (7th) day of consecutive calendar day absences and for a maximum duration thereafter of twenty-six (26) weeks, weekly benefits will be paid in the net amount of sixty-six and two-thirds percent (66-2/3%) of normal weekly straight time earnings, provided the employee is under the care of a licensed physician.
3. For all periods of any short term disability, the employee shall be considered to be an active employee and entitled to any and all benefits provided by the Collective Bargaining Agreement between the City and the Union.

### Section 4 - Administration of Sick Leave

- (A) Each Department Head shall be responsible for the administration of these provisions subject to the authority of the Controller's Office.
- (B) There shall be maintained in each Department a record for each employee of all sick leave taken, available and/or lost for each calendar year. These records shall be subject to inspection by the Controller's Office and he/she may require periodic reports to be submitted to him/her.
- (C) During the effective period of this Agreement, a satisfactory method of informing

individual employees of available sick leave in each calendar year shall be established. Such procedure may include either of the following:

- 1) A record of an employee's available sick leave in the pertinent calendar year shall be submitted to the employee upon his/her request at least once annually.
- 2) A record of an employee's available sick leave in the pertinent calendar year shall be indicated on the employee's wage stub at established periodic intervals to be determined by the City, but not be less than once annually.

## **ARTICLE 10** **SCHOOL YEAR**

### **Section 1**

The work year for all paraprofessionals will commence with the first day of school for the students and shall terminate no later than June 30 of each year. During such period, there will be scheduled no more than 184 days.

### **Section 2**

Changes in the above schedule may be made by the Board in case of emergency and/or liability to meet the minimum state requirements, resulting from unforeseen circumstances and changes in the needs of the community. When the schools are closed because of weather conditions, such days shall not be "made up" except to meet minimum state requirements.

### **Section 3**

A yearly calendar shall be issued annually setting forth the scheduled school days and the days that school shall not be scheduled.

### **Section 4**

Twelve (12) month employees are expected to be on the job except for listed holidays and scheduled vacations.

**ARTICLE 11**  
**UNION SECURITY**

**Section 1**

As of the effective date of this Agreement, all members of the bargaining unit who are members of the Union shall, as a condition of continued employment, remain members of the Union in good standing for the duration of the Agreement. Any employee who is hired after the effective date of this Agreement shall, as a condition of continued employment, become a member of the Union at the completion of the probationary period. In lieu of the requirements of this Section, any bargaining unit employee shall be permitted to comply with the provisions of Section 2 of this Article.

**Section 2**

Each employee hired before the effective date of this Agreement, as a condition of employment, at the end of 30 days after the date this Agreement is signed, shall either become and remain a member of the Union in good standing or pay to the Union an amount equal to the amount of dues, fees and assessments payable by Union members for the duration of this Agreement.

**Section 3**

Upon receipt of written notification from the Union to the Director of Staff Placement, Evaluation and Development, sent by registered or certified mail and signed by an authorized representative of the Union that an employee is not complying with either of the requirements as set forth in Section 2 above, accompanied by a properly authorized written request from the Union for the discharge of such an employee, the Board shall discharge said employee, within five (5) working days following receipt of said notice and request, unless during such period said employee shall make payment to the Union of deficient initiation fee or reinstatement fee and/or regular dues, whichever is applicable.

**Section 4**

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

**ARTICLE 12**  
**GRIEVANCE PROCEDURE**

**Section 1**

The term grievance as used in this Agreement shall mean any asserted violation of the specific terms or provisions of this Agreement.

It is understood by the parties that the intent of having a grievance procedure is to allow the

Department to function in an orderly fashion and as such it is expected that all orders shall be followed by all employees. Should a dispute arise, the employee is expected to carry out his/her assignment without delay and file his/her complaint in accordance with the procedure outlined in this Article. Failure on the part of an employee to carry out a direct order of a Supervisor will be considered insubordination for which appropriate disciplinary action will be taken.

The Employer and Union desire that all employees in the unit be treated fairly and equitably. It is intended that this grievance procedure will provide a means of resolving complaints and grievances at the lowest level possible and nothing in this Article should be interpreted as discouraging an employee and/or his/her representative from discussing any dissatisfaction, in an informal manner, with his/her immediate Supervisor, higher level supervision, or Department of Personnel representatives. Such discussions will not interfere with the right of any employee to process complaints through the grievance procedure.

## Section 2

Step 1: An employee with a complaint should first discuss the matter with his/her immediate Supervisor. In this discussion, the persons involved shall make an earnest effort to resolve the matter. The Supervisor shall make whatever additional investigation is necessary and shall give his/her answer as soon as practicable, but within five (5) working days. It is agreed that most complaints should be settled at this step.

Step 2: If the employee is not satisfied with the answer at Step 1, he/she shall then reduce his/her complaint to writing, either on a form mutually agreed to by the parties or in a letter. Such complaint must contain the following information: (1) a statement indicating his/her decision to process his/her complaint through the negotiated grievance procedure; (2) a statement presenting, in a concise manner, the details of the complaint; (3) a statement outlining the relief sought; and (4) specific reference to the clause or clauses of the Agreement which the grievant feels have been violated. The employee and/or his/her chosen representative shall submit the written complaint to the Director of Staff Placement, Evaluation and Development within five (5) working days after receipt of the Supervisor's answer to Step 1 above. The Director of Staff Placement, Evaluation and Development shall give the Union a written answer to the complaint within three (3) working days.

Step 3: If the decision at Step 2 is not satisfactory the Union may appeal, in writing, to the Director of Administration within ten (10) working days after receiving the decision of Step 2. Upon receipt of such an appeal, the Director of Administration or his designated representative will investigate the complaint and make an effort to resolve it to the satisfaction of all parties. Prior to denying any complaint at this Step, the aggrieved employee and/or his/her representative, if any, shall be afforded the right to meet and discuss the grievance with the Director of Administration or his representative. The decision of the Director of Administration or his representative will be made as soon as practicable, but not later than fifteen (15) working days after receipt of appeal from Step 2.

### Section 3

Any complaint which is not taken up with the employee's immediate Supervisor within fifteen (15) calendar days after the occurrence of the matter, out of which the complaint arises, shall not be presented or considered at a later date. The Employer agrees that extenuating circumstances may arise where an employee will not have knowledge, within the time limits prescribed, of the matter which resulted in his/her becoming aggrieved and, in such instances, the Employer will give due regard and consideration to the time limits set forth above. Extensions to all time limits mentioned in this Article may be made by mutual agreement of the parties in writing.

### Section 4

At Steps 2 and 3 of this procedure, the Employer and the Union shall be permitted to call no more than two (2) relevant witnesses. If either party wishes to call in additional witnesses, it will notify the other party.

### Section 5

Where a grievance is general in nature in that it applies to a number of employees having the same issue to be decided, it shall be presented directly at Step 2 of the grievance procedure, within the time limits provided for the submission of a grievance in Step 1.

### Section 6

Grievances will be heard at times most practicable to do so. Should times occur during periods other than normal working hours of the grievant and/or other Union representatives, the Employer shall accept no financial obligation for such time spent by the grievant and/or other Union representatives.

### Section 7

The Union agrees that it shall cooperate with the Employer by making every effort to handle grievances in such a manner so as to cause a minimum of interference with normal operations of a Department.

## **ARTICLE 13** **ARBITRATION**

### Section 1

In order to be considered, a request by the Union for arbitration must be received by the Director of Administration or his representative within ten (10) calendar days from the date of decision at Step 3 of the grievance procedure. Grievances not appealed within this time shall be considered as resolved.

## Section 2

Requests for arbitration must be in writing and contain the following items: (1) signed approval to arbitrate of the individual employee(s) involved; (2) the Section(s) believed violated; (3) the relief sought, and (4) a statement of the Union's position. In order that both parties may be fully prepared should a case go to arbitration, it is agreed that neither party may amend the Article and/or Sections believed violated after receipt by the Director of Administration of the letter requesting arbitration.

## Section 3

Within ten (10) working days from the date of receipt of the arbitration request, either higher party concerned may write and request the use of the Connecticut Mediation and Arbitration Service unless both parties agree to use the American Arbitration Association.

## Section 4

The arbitrator's fee and expenses shall be borne equally by the parties to this Agreement. The Employer and the Union shall also share equally the expenses of any and all mutually agreed upon services considered desirable or necessary in connection with the proceedings.

## Section 5

The arbitrator(s) selected in accordance with the procedure described in Section 3 of the Article shall conduct a hearing at which the facts and arguments relating to the dispute shall be heard. It is contemplated that the Board and the Union shall mutually agree in writing as to the statement of the matter to be arbitrated prior to any hearing, and if this is done, the Arbitrator shall confine his decision to the particular matter that was specified; in the event of failure of the parties to so agree on a statement of issue to be submitted, the Arbitrator(s) shall decide upon an issue prior to commencing the hearing. In arriving at said issue the arbitrator(s) shall consider the statements of the issue by the respective parties and written statement of the grievance presented to the Director of Administration in the letter requesting arbitration. The arbitrator(s) shall not have jurisdiction to make an award which has the effect of amending, altering, enlarging, or ignoring the provision of the Agreement in effect at the time of the occurrence of the grievance being arbitrated, nor shall the arbitrator have jurisdiction to determine that the parties have amended or supplemented the Agreement, unless this is agreed to as part of the issue to be arbitrated. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration, which is not a grievance as defined in Article 12, above, or which is within the Board's or Management's discretion or control, or which is not specifically covered by this Agreement.

The arbitrator may not issue declaratory or advisory opinions and shall confine himself exclusively to the question which is presented to him, which question must be actual and existing.

## **ARTICLE 14** **DISCIPLINARY PROCEDURE**

## Section 1

The Union recognizes the necessity for the administrative and supervisory staff to exercise full disciplinary authority, consistent with their duties and responsibilities to direct employees to perform the required work duties, in order to achieve department program goals and satisfactory services.

## Section 2

All disciplinary actions shall be applied for just cause and shall be consistent with the nature of the infraction for which the disciplinary action is being applied.

Normally, disciplinary action shall include: (a) a verbal warning; (b) a written warning; (c) suspension without pay; and (d) discharge and shall ordinarily follow this order. Whatever disciplinary action management deems appropriate, the parties recognize that the merits of a given situation play an important role in determining what action is appropriate and as such, it is not the intent of the parties that all discipline will follow the order or steps cited above. It is the intent of the parties that whatever the action, such action shall be consistent with Section 2 of this Article.

## Section 3

Disciplinary action shall be meted out by management within a reasonable period of time after management becomes aware of the infraction.

## Section 4

All disciplinary actions may be appealed through the established grievance procedure except verbal warnings, which may be appealed to the Superintendent of Schools, or his designate.

## Section 5

All suspensions and discharges must be stated in writing and a copy given to the employee and the Union.

## Section 6

All verbal warnings and written warnings shall be removed from an employee's record after a period of one year if there has been no reoccurrence of the infraction and the employee has a good work record. All other disciplinary records i.e., suspension, loss of bidding rights, reduction in grade, shall be removed from an employee's work record after two (2) years if there has been no reoccurrence of the infraction and the employee has a good work record.

## Section 7

Any employee discharged during his/her probationary period shall not have the right to appeal said discharge to arbitration under the terms of Article 13 of this Contract.

**ARTICLE 15**  
**NO STRIKE CLAUSE**

During the term of this Agreement, the Union members, covered hereby, shall not engage in any strike, work stoppage, slowdown, or refusal to work. or mass resignation. Participation in such activity may result in discipline or discharge to the person or persons involved.

**ARTICLE 16**  
**WAGES**

**Section 1**

- a) All Employees employed as of January 1, 2007 shall be entitled to a wage increase as reflected in Appendix A retroactive to July 1, 2006. Thereafter, wages shall increase for active employees as follows:
- b) Effective July 1, 2007 the salary schedule then currently in effect shall be increased as reflected in Appendix B. .
- c) Effective July 1, 2008 the salary schedule then currently in effect shall be increased as reflected in Appendix C.
- d) Effective July 1, 2009 the salary schedule then currently in effect shall be increased as reflected in Appendix D.

The wage increased described above shall be inclusive of step movement. Such step movement shall be applied effective July 1, 2006 for all employees employed as of January 1, 2007. Thereafter, step movement shall be applied July 1, 2007, July 1, 2008 and July 1, 2009 respectively.

**Section 2**

The salary schedule for the 2006-07, 2007-08, 2008-09 and 2009-10 school years shall be as indicated in Appendix A-D attached hereto and effective on the dates specified.

**Section 3**

The hourly extra duty rates are as follows:

\$10.00 per hour 1998-1999 school years

Effective July 1, 2007 the extra duty rate shall be increased to \$14.00 per hour.

Extra duty hours are defined as all hours included in before school programs, after school programs and summer school programs, excluding head start. Hours associated with regular school activities are specifically excluded from this definition. Extra duty assignments will be filled by volunteers first within the school that such assignment is generated. In the event that there are not enough volunteers within the school the assignment is generated than the Board

may seek volunteers from outside the school for such assignments. In the event that the Board is unable to obtain volunteers through this process then it may assign employees to the assignment through inverse seniority.

Section 4

Paraprofessionals may supervise classroom for short periods when teacher must be absent for PPT meeting, parent conference or emergency dependent upon program restriction; such assignment must be made by the principal or his/her designee. Supervision is defined as monitoring the classroom.

**ARTICLE 17**  
**MEDICAL AND INSURANCE COVERAGE**

Section 1

(A) The Board shall cover all employees scheduled to work twenty (20) hours per week or more and their eligible dependents under one of two medical care programs known as “BC-1” and “BC-2”. Employees may choose between the medical plans at the time of enrollment and at the time of the annual open enrollment. The plan summaries are outlined in Attachment A to this Agreement. The Medical Benefits Office maintains all governing plan documents and applicable riders.

(B) Current employees shall be enrolled in the term life insurance policy of \$25,000.

(C) Effective upon the ratification and legislative approval of this agreement, employees must contribute a percentage of the cost of his/her health and dental insurance premiums based on the COBRA rates in effect at the time. These contributions shall be made through weekly payroll deductions as follows:

Year	BC-1	BC-2
3/1/07-6/30/07	9%	7%
7/1/07-6/30/08	10%	8%
7/1/08-6/30/09	11%	9%
7/1/09 - 6/30/10	12%	10%

Section 2

In addition to the policies listed in Section 1, the Board shall provide the following on the dates specified:

Eligible employees who retire on or after the effective date of this agreement shall contribute, through a monthly deduction, a fixed portion of the medical insurance premiums for the level of coverage in accordance with the cost sharing in effect for active employees.

- a) Effective July 1, 1979 employees who retire on Social Security may continue health insurance (excluding term life insurance) coverage at their own expense at the group rate paid by the Board, so long as the employee makes the necessary payment in a timely fashion.

### Section 3

The Board may change insurance carriers; however, the coverages (as opposed to the out-of-pocket cost exclusive of premium cost share provisions to the employee or the methods of health care management) enjoyed under the current plans will not be diminished. The Union will be notified prior to any change and if the Union wishes, the Board will negotiate any changes with the Union prior to their implementation; provided, however, if there are no changes in out-of-pocket costs or methods of health care management, the Union will be notified prior to any change and, if the Union wishes, the Board will fully discuss any changes with the Union prior to their implementation.

### Section 4

When any employee covered by this contract has a spouse who is employed by the City of New Haven, the New Haven Board of Education, or the Housing, Coliseum, Water Pollution Control or Parking Authorities of the City of New Haven, and said spouse, under the terms of this or any other union contract or under any arrangement with the City of New Haven or any other City Authorities, branches or sub-divisions, including the Board of Education, is receiving the same or similar medical insurance plan afforded the Union member or the medical insurance coverage for the family unit, then the Union member and his/her spouse can receive coverage either under the medical insurance plan afforded the Union member or the medical insurance plan afforded by the spouse, but they must elect which plan they wish the family to be covered by and the entire family unit must be covered by one of said medical insurance plans and completely excluded from the other.

## **ARTICLE 18** **LONGEVITY**

### Section 1

All eligible employees shall receive in a lump sum payment, no later than the last payday in January, longevity payments in the following amounts, based on a calculation of their continuous service for the immediately preceding calendar year ending December 31.

- a) Employees with five (5) or more years of continuous service shall receive three hundred twenty-five dollars (\$325) in January of each year.
- b) Employees with ten (10) or more years of continuous service shall receive five hundred dollars (\$500) in January of each year.
- c) Employees with fifteen (15) or more years of continuous service shall receive five hundred twenty-five dollars (\$525) in January of each year

- d) Employees with twenty (20) or more years of continuous service shall receive five hundred seventy-five dollars (\$575) in January of each year.

Section 2

An employee who retires, either for reasons of age and/or disability, shall be entitled to a pro-rata longevity payment for that portion of the calendar year he/she had worked prior to such retirement. An employee who is terminated for any other reason is not entitled to longevity for the calendar year in which such termination occurs.

**ARTICLE 19**  
**EDUCATIONAL INCENTIVE**

- a) Effective September 1, 1980 any current employee who earns an Associate's Degree from an accredited college or university or who has earned an Associate's Degree from an accredited college or university since they have been hired will receive one hundred dollars (\$100) annually paid in a lump sum in January each year commencing in January 1981. This Article will not pertain to those employees who had an Associate's Degree when they were hired.
- b) Paraprofessionals earning college credits after July 1, 1989 shall receive a lump sum in January of each year commencing January 1990 at the following rates:
  - Fifteen (15) semester hours \$100.00
  - Thirty (30) semester hours \$200.00
  - Forty-five (45) semester hours \$300.00
  - Sixty (60) semester hours \$400.00
- c) Paraprofessionals earning a Bachelor's Degree shall receive one thousand dollars (\$1,000) annually paid in a lump sum in January of each year commencing January of 1990. Paraprofessionals who presently have a Bachelor's Degree, and were not given credit on the salary schedule for same when they were hired, are eligible to receive the \$1,000 lump sum.
- d) For formal workshops that employees attend, they will receive credits and or certificates at the completion of the formal workshops.

**ARTICLE 20**  
**PRIOR PRACTICE**

Nothing in this Agreement shall be construed as abridging any right, benefit or privilege that employees have enjoyed heretofore unless it is specifically included as a provision in this Agreement.

**ARTICLE 21**  
**RESIDENCY**

There shall be no residency requirement.

**ARTICLE 22**  
**SUPERVISOR PERFORMING BARGAINING UNIT WORK**

No Supervisor shall perform the work normally performed by Members of this bargaining unit.

**ARTICLE 23**  
**MISCELLANEOUS**

**Section 1**

Any employee within the Union required to serve on jury duty shall be given a leave of absence with pay for jury service time less the amount received for serving as a juror.

**Section 2**

If at any time during the life of this agreement a system for direct deposit of paychecks is implemented by the Board of Education, all employees of the bargaining unit shall have the opportunity to participate on a voluntary basis.

**ARTICLE 24**  
**PENSION**

Commencing July 1, 1992, the Board annually will contribute 2% of employee's base compensation into a money purchase pension plan. The terms of this Article shall not be subject to renegotiation until the collective bargaining agreement that takes effect retroactive to July 1, 1992 and the successor collective bargaining agreement both have expired.

All employees will make a two percent contribution into the pension plan effective July 1, 1996.

**ARTICLE 25**  
**COVERAGE**

The provisions of this Agreement shall be binding upon the Employer and its successors and assigns.

**ARTICLE 26**  
**DURATION AND CONTRACT RENEWAL**

**Section 1**

The duration of this Contract shall extend from July 1, 2006 through June 30, 2010 and until a subsequent Contract is negotiated and becomes effective, subject to any retroactive provisions agreed upon in a subsequent Contract.

**Section 2**

This Agreement contains the entire Agreement between the parties and shall not be altered or amended except by written agreement signed by both parties hereto.

Section 3

The terms of this Agreement shall take effect upon the signing of this Agreement or the effective date as specified.

Section 4

Negotiations for a new Contract shall commence on or about January 1, 2010.

IN WITNESS WHEREOF, the parties have caused their names to be signed on this \_\_\_\_\_ day of, \_\_\_\_\_, 2007.

Board of Education

Local 3429, Council 4, AFSCME, AFL-CIO

By: \_\_\_\_\_  
Brian Perkins  
President

By: \_\_\_\_\_  
Claudine Wilkins-Chambers  
President

Council 4, AFSCME, AFL-CIO

\_\_\_\_\_

By: \_\_\_\_\_  
Kip Lockhart  
Staff Representative

**Appendix A**  
**Paraprofessional Salary Schedule**  
**Group I (10 Month)**

Project Concern	Learning Laboratory
Assistant Teacher	Pre-School Hearing Impaired
Psychological Assistant	Monitoral
Social Services Assistant	Pre-School Handicapped
Teacher/Instructional	Community Work Assistant
Library	Pre-School Work Assistant
Pre-Kindergarten	Home Visitor
Physically Handicapped	Parent Advisor
Busing Assistant Handicapped - (1/2 time)	Parent School Liaison
Assistant	

Steps	7/1/2006		7/1/2007		7/1/2008		7/1/2009			
	7/1/2005	1.00%	1.22%	1.66%	1.88%	Step Change	Step Change			
2	13,886	14,164								
3	14,451	14,740	1	14,887						
4	15,018	15,318	2	15,472	1	15,660				
5	15,588	15,900	3	16,059	2	16,255	1	16,525		
6	16,158	16,481	4	16,646	3	16,849	2	17,129	1	17,451
7	16,725	17,060	5	17,230	4	17,440	3	17,730	2	18,063
8	17,295	17,641	6	17,817	5	18,035	4	18,334	3	18,679
9	17,861	18,218	7	18,400	6	18,625	5	18,934	4	19,290
10	18,426	18,795	8	18,982	7	19,214	6	19,533	5	19,900
11	18,996	19,376	9	19,570	8	19,808	7	20,137	6	20,516
12	19,567	19,958	10	20,158	9	20,404	8	20,743	7	21,133
13	20,135	20,538	11	20,743	10	20,996	9	21,345	8	21,746
14	20,870	21,287	12	21,500	11	21,763	10	22,124	9	22,540
15	21,559	21,990	13	22,210	12	22,481	11	22,854	10	23,284
16	21,991	22,431	14	22,655	13	22,932	12	23,312	11	23,750

**Group II (10 Month)**  
 Community Relations  
 School Safety & Control Worker  
 Special Assistant to Project Concern

Steps	7/1/2005	7/1/2006	7/1/2006		7/1/2007		7/1/2008		7/1/2009	
			Step Change	1.00%	Step Change	1.22%	Step Change	1.66%	Step Change	1.88%
2	15,732	16,047								
3	16,437	16,766	1	16,933						
4	17,149	17,492	2	17,667	1	17,882				
5	17,861	18,218	3	18,400	2	18,625	1	18,934		
6	18,573	18,944	4	19,134	3	19,367	2	19,689	1	20,059
7	19,282	19,668	5	19,864	4	20,107	3	20,440	2	20,825
8	19,992	20,392	6	20,596	5	20,847	4	21,193	3	21,592
9	20,704	21,118	7	21,329	6	21,589	5	21,948	4	22,360
10	21,412	21,840	8	22,059	7	22,328	6	22,698	5	23,125
11	22,264	22,709	9	22,936	8	23,216	7	23,602	6	24,045
12	22,832	23,289	10	23,522	9	23,808	8	24,204	7	24,659
13	23,402	23,870	11	24,109	10	24,403	9	24,808	8	25,274
14	24,134	24,617	12	24,863	11	25,166	10	25,584	9	26,065
15	24,822	25,318	13	25,572	12	25,884	11	26,313	10	26,808
16	25,223	25,727	14	25,985	13	26,302	12	26,738	11	27,241

**Group III (10 Month)**

Reach Associates  
 Curriculum Assistant  
 Parent Coordinator  
 Unit Assistant  
 Attendance Worker

Steps	7/1/2005	7/1/2006	7/1/2006		7/1/2007		7/1/2008		7/1/2009	
			Step Change	1.00%	Step Change	1.22%	Step Change	1.66%	Step Change	1.88%
2	17,571	17,922								
3	18,145	18,508	1	18,693						
4	18,714	19,088	2	19,279	1	19,514				
5	19,281	19,667	3	19,863	2	20,106	1	20,439		
6	19,489	19,879	4	20,078	3	20,323	2	20,660	1	21,048
7	20,418	20,826	5	21,035	4	21,291	3	21,645	2	22,052
8	20,988	21,408	6	21,622	5	21,886	4	22,249	3	22,667
9	21,091	21,513	7	21,728	6	21,993	5	22,358	4	22,778
10	22,119	22,561	8	22,787	7	23,065	6	23,448	5	23,889
11	22,690	23,144	9	23,375	8	23,660	7	24,053	6	24,505
12	23,258	23,723	10	23,960	9	24,253	8	24,655	7	25,119
13	23,825	24,302	11	24,545	10	24,844	9	25,256	8	25,731
14	24,560	25,051	12	25,302	11	25,610	10	26,036	9	26,525
15	25,244	25,749	13	26,006	12	26,324	11	26,761	10	27,264
16	25,637	26,150	14	26,411	13	26,733	12	27,177	11	27,688

**Group IV (10 Month)**

Outreach Worker  
Resource Service

Steps	7/1/2005	7/1/2006	7/1/2006		7/1/2007		7/1/2008		7/1/2009	
			Step Change	1.00%	Step Change	1.22%	Step Change	1.66%	Step Change	1.88%
2	12,344	12,591								
3	15,677	15,991	1	16,150						
4	16,572	16,903	2	17,072	1	17,281				
5	17,462	17,811	3	17,989	2	18,209	1	18,511		
6	18,928	19,307	4	19,500	3	19,738	2	20,065	1	20,442
7	19,254	19,639	5	19,835	4	20,077	3	20,411	2	20,794
8	20,148	20,551	6	20,756	5	21,010	4	21,358	3	21,760
9	21,039	21,460	7	21,674	6	21,939	5	22,303	4	22,722
10	21,936	22,375	8	22,598	7	22,874	6	23,254	5	23,691
11	22,830	23,287	9	23,519	8	23,806	7	24,202	6	24,657
12	23,729	24,204	10	24,446	9	24,744	8	25,155	7	25,628
13	24,619	25,111	11	25,362	10	25,672	9	26,098	8	26,589
14	25,352	25,859	12	26,118	11	26,436	10	26,875	9	27,380
15	26,047	26,568	13	26,834	12	27,161	11	27,612	10	28,131
16	26,433	26,962	14	27,231	13	27,563	12	28,021	11	28,548

**Group V (10 Month)**

Family Advocate

**Group VI (10 Month)**

Parent Liaison Worker

Steps	7/1/2005	7/1/2006	7/1/2006		7/1/2007		7/1/2008		7/1/2009	
			Step Change	1.00%	Step Change	1.22%	Step Change	1.66%	Step Change	1.88%
2	22,791	23,247	2	23,479	2	23,766	2	24,160	2	24,614
3	24,385	24,873	3	25,121	3	25,428	3	25,850	3	26,336
4	25,121	25,623	4	25,880	4	26,195	4	26,630	4	27,131
5	25,809	26,325	5	26,588	5	26,913	5	27,360	5	27,874
6	26,198	26,722	6	26,989	6	27,318	6	27,772	6	28,294

**Group VII (10 Month)**

Headstart Teacher

Steps	7/1/2005	7/1/2006	7/1/2006		7/1/2007		7/1/2008		7/1/2009	
			Step Change	1.00%	Step Change	1.22%	Step Change	1.66%	Step Change	1.88%
2	26,058	26,579	2	26,845	2	27,172	2	27,624	2	28,143
3	27,363	27,910	3	28,189	3	28,533	3	29,007	3	29,552
4	28,729	29,304	4	29,597	4	29,958	4	30,455	4	31,028
5	30,168	30,771	5	31,079	5	31,458	5	31,980	5	32,582
6	31,644	32,277	6	32,600	6	32,997	6	33,545	6	34,176
7	32,928	33,587	7	33,922	7	34,336	7	34,906	7	35,562

Attachment A

Bluecare BC1 and BC2

<b>Benefit</b>	<b>Bluecare POE(BC1)</b>	<b>Bluecare POE (BC2)</b>
<b>EMERGENCY CARE</b>		
<b>Emergency Room</b>	\$75 Copay (waived if admitted)	\$75 Copay (waived if admitted)
<b>Urgent Care</b>	\$50 Copay	\$50 Copay
<b>Walk-In Centers</b>	\$10 Copay	\$15 Copay
<b>Ambulance</b>	Unlimited for Land and Air	Unlimited for Land and Air
<b>INPATIENT HOSPITAL-</b>		
<b>Inpatient-General/Medical/Surgical/Maternity (Semi-Private)</b>	All Hospital Admissions Require Pre-Cert No Copay	All Hospital Admissions Require Pre-Cert \$250 Per Admission Copay
<b>Ancillary Services-Medications and Supplies</b>	Covered	Covered
<b>Mental Health</b>	No Copay	\$250 Per Admission Copay
(Biologically Based)		
<b>Mental Health</b>	No Copay	\$250 Copay Per Admission Copay
(Non-Biologically Based)	60 Days Per Calendar Year	60 Days Per Calendar Year
<b>Substance Abuse</b>	No Copay	\$250 Per Admission Copay
	45 Days Per Calendar Year	45 Days Per Calendar Year
<b>Rehabilitative Services</b>	No Copay	\$250 Per Admission Copay
	60 Days Per Calendar Year	60 Days Per Calendar Year
<b>Skilled Nursing Facility</b>	No Copay	\$250 Per Admission Copay
	90 Days Per calendar Year	90 Days Per calendar Year
<b>Outpatient Surgery</b>	Prior Authorization Required	Prior Authorization Required
<b>(Facility Charges)</b>	No Copay	\$100 Copay
<b>Pre-Admission Testing</b>	Covered	Covered
<b>Diagnostic Lab &amp; X-Ray</b>	Covered	Covered
<b>OTHER SERVICES</b>		
<b>Durable Medical Equipment</b>	Covered at 100%	Covered at 100%
<b>(Including Prosthetics)</b>		
<b>Home Health Care</b>	Covered 200 Visits	Covered 200 Visits
<b>Hospice</b>	Covered up to Last 6 Months of Life	Covered up to Last 6 Months of Life
<b>Acupuncture</b>	Not Covered	Not Covered
<b>Orthotics</b>	Limited to Specific Items & Diagnosis	Limited to Specific Items & Diagnosis
<b>TMJ</b>	Not Covered	Not Covered
<b>Infertility</b>	\$10 Office Visit Copay 50% up to a \$5000 Lifetime Maximum	\$25 Office Visit Copay 50% up to a \$5000 Lifetime Maximum
	Invitro and Artificial Insemination Not Covered	Invitro and Artificial Insemination Not Covered
<b>Prescription Rider</b>	5/20/35 unlimited see additional sheet for details	5/20/35 unlimited see additional sheet for details

Prescription Three Tier Plan

	<b>Proposed 3 Tier Drug Rider</b>
<b>Network</b>	Access to over 680 Pharmacies in CT Access to over 52,500 pharmacies nationwide

**Participating Pharmacy**

<b>Retail Copay-Generic</b>	\$5.00
<b>Listed Brand Copay</b>	\$20.00
<b>Non-Listed Brand Copay</b>	\$35.00

**Non Participating Pharmacy**

<b>Deductible</b>	\$0
<b>Coinsurance*</b>	20%

**Supply Limits**

<b>Retail</b>	30 day or 100 unit dose-1 copay
<b>Mail Order</b>	35-100 day supply- 2 copays

<b>Drug Rider Maximums</b>	Unlimited per member per calendar year
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<b>*Dispensed As Written Clause</b>	MD Override allowed
<b>*Age Gender</b>	yes
<b>*Refill Too Soon</b>	yes
<b>*Duplicate Therapy</b>	yes
<b>*Quantity Limits</b>	yes
<b>*Step Therapy</b>	yes
<b>Diabetic Supplies</b>	Not Subject to copays and maximums
<b>Pill Bill</b>	Covered

**\*Non-par pharmacists reimbursed at 80% of in network allowance. Member is also responsible for the difference between Anthem Blue Cross and Blue Shield's payment and the pharmacist's actual charge.**

**\*Dispensed as written**-Allows the member to receive a brand when the generic is available at just the brand copay when the doctor writes "Dispensed as Written" on the prescription. If the doctor fails to write "Dispensed as Written" on the prescription and member request the brand with the generic available, the member will pay the difference between the cost of the generic and brand drug and the brand drug copay

**\*Age Gender**-No benefits are available for medications prescribed outside the FDA age/gender recommendations

**\*Refill Too Soon**-Benefits will not be available for refill medications until 90% of the prior medication has been used.

**\*Duplicate Therapy**-Identifies drugs with the same therapeutic value and can prevent toxicity

**\*Quantity Limits**-Certain medications will be limited to quantities recommended to maintain clinically appropriate utilization and administration

**\*Step Therapy**-No benefits are available for Step Therapy protocol drugs without documented other medication failure