

AGREEMENT

between the

MERIDEN BOARD OF EDUCATION

and the

MERIDEN FEDERATION OF EDUCATIONAL PERSONNEL

SEPTEMBER 1, 2024 THROUGH AUGUST 30, 2027

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AGREEMENT

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MERIDEN BOARD OF EDUCATION

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MERIDEN FEDERATION OF EDUCATIONAL PERSONNEL

THIS AGREEMENT IS MADE AND ENTERED INTO on this 1st day of September, 2024 by and between the Meriden Board of Education (hereinafter) referred to as the "Board") and the Meriden Federation of Educational Personnel (hereinafter referred to as the "Federation").

ARTICLE I - RECOGNITION

The Board recognizes the Federation for the purposes of negotiation as the exclusive representative of a unit including all employees of the Board as Behavioral Techs, Climate Specialists, Job Coaches, and Tutors, excluding such supervisory and confidential employees as may be excluded from coverage under the provisions of the Municipal Employee Relations Act.

ARTICLE II - RECOGNITION OF RESPONSIBILITY OF THE BOARD

- A. It is recognized that the Board has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility, and prerogative to direct the operation of the public schools in the City of Meriden, in all its aspects, including, but not limited to, the following:

To determine the type of work to be performed by the staff; to assign all work to employees or other persons; to determine shift schedules and hours of work; to decide the methods, procedures, and means of conducting the work; to subcontract bargaining unit work in situations in which no bargaining unit member has the necessary skills or requirements to perform the work or the duration of the work is temporary; to select, hire, and demote employees, including the right to prescribe and enforce reasonable rules and regulations for the performance of work in accordance with the requirements of the Board of Education, provided such rules and regulations are made known in a reasonable manner to the employees affected by them; to discharge or otherwise discipline any employee for cause, to promote, transfer, and lay off any employee.

- B. The responsibilities, obligations and prerogatives of the Board are not subject to delegation or surrender in whole or in part; however, the same shall not be exercised in such manner as to be inconsistent with the specific terms and provisions of this Agreement and the General Statutes of the State of Connecticut. No action taken by the Board with respect to such responsibilities, obligations, and prerogatives, other than as expressly provided for elsewhere in this Agreement, shall be subject to any grievance procedure.

ARTICLE III - PROFESSIONAL NEGOTIATION

A. Negotiation Over Successor Agreement and Budget

1. This Agreement incorporates the entire understanding of the parties on all issues which were the subject of negotiation, 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.
2. This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE IV - NEGOTIATIONS

A. Negotiations

1. Negotiations shall commence in accordance with the law. The Board and the Federation agree to negotiate in good faith pursuant to Sections 7-467 to 7-477 of the General Statutes, in accordance with procedures set forth herein, to secure a Collective Bargaining Agreement with respect to wages, hours, and other conditions of employment.

During negotiations, the Board and Federation shall present relevant data, exchange points of view, and make proposals and counterproposals. Each party may, at its own expense, utilize the services of outside consultants and may call upon professional and lay representatives to assist in negotiations. The parties agree to make available to each other information which the parties deem necessary for negotiations.

ARTICLE V - GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise under the specific provisions of this Agreement.

B. Definitions

1. A "grievance" is a claim based on the interpretation, meaning, application, or violation of any provisions of this agreement.
2. An aggrieved person is a person or persons making the complaint, or on whose behalf the Union is making a complaint.
3. The term "days," except where otherwise indicated, shall mean school days. References to the number of days refers to school days of the individual or individuals involved.

C. Procedure

Since it is important that grievances or disputes be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limit specified may, however, be extended by mutual agreement.

1. Level One – Principal or Immediate Supervisor

A member of the unit with a grievance or dispute shall first discuss it with the immediate supervisor or principal, either directly or through the Federation's representative, with the objective of solving the matter informally.

2. Level Two – Director of Personnel

- a. In the event that the matter is not resolved at the informal level, or the immediate supervisor has not responded to the grievance within five (5) days, a written statement of the specific grounds of the grievance shall be submitted to the Director of Personnel.
- b. The Director of Personnel or their designee shall represent the Administration at this level. Within ten (10) days after receipt of the written grievance by the Director of Personnel, they shall meet with the grievant and the Federation in an effort to resolve the grievance.
- c. If a written grievance is not filed with the Director of Personnel within eighteen (18) days after the grievant (or in the case of an institutional grievance, the Union) knew or should have known of the act or condition on which the grievance is based, then the grievance shall be waived.

3. Level Three – Superintendent

- a. In the event that the matter is not resolved at Level Two within ten (10) days after the meeting with the Director of Personnel, or there has been no response, the grievance may be submitted to the Superintendent or his/her designee.

- b. The filing of this step must be done within ten (10) days after the Director of Personnel issued a decision or the decision was due.
- c. The Superintendent or his/her designee shall meet with the grievant and the Federation with ten (10) days after receiving the written grievance. The Superintendent or his/her designee shall render their decision within ten (10) days of this meeting.

4. Level Four – Binding Arbitration

- a. If the Federation is not satisfied with the disposition of the grievance at Level Three, or in the event no decision has been rendered within ten (10) school days after Superintendent, the Federation may submit the grievance to binding arbitration within thirty (30) days after the Level Three decision or the date it was due. Requests shall be forwarded to the American Arbitration Association for arbitration in accordance with its administrative procedures, practices, and rules. Only the Federation shall have the right to submit a grievance to arbitration.
- b. The decision of the arbitrator shall be final and binding upon all parties.
- c. The fees and expenses of the arbitrator shall be divided equally between the Board and the Federation.
- d. The arbitrator shall have no authority to add to, modify, or amend any terms of this Agreement.

D. Rights of Bargaining Unit Members to Representation

- 1. No reprisals of any kind shall be taken by any participant against anyone for participation in the grievance procedure or support of any grievance.
- 2. An individual may waive Federation at step one, two, and three, but the Federation shall have the right to be present and state its views at all stages of the process.
- 3. No individual or organization, other than the Federation, shall have the right to represent a grievant during the grievance process except in cases of termination. When an individual employee rather than AFT Local #1478EP chooses to take a termination case to arbitration, the individual will be responsible for one-half the cost of the arbitration.

E. Miscellaneous

- 1. Decisions rendered at Level Two and Three of the grievance procedure shall be in writing, setting forth the decision and the reasons thereof, and shall promptly be transmitted to all the individuals involved.

2. If, in the opinion of the President of the Federation, a grievance affects a group or class of members of the unit, the President may submit such grievances in writing to the Director of Personnel directly and the processing of such grievance shall commence at Level Two.
3. Failure at any step of this procedure to communicate a decision within the specified timelines shall permit the aggrieved party to proceed immediately to the next step. Failure at any step to appeal the decision within the specified limits shall be considered acceptance by the aggrieved of the decision rendered, and such decisions shall be considered binding upon the aggrieved. The time limits specified shall be extended in any particular instance by agreement between the Superintendent and the Federation and/or the aggrieved party.

ARTICLE VI - WORKING CONDITIONS

A. Sick Leave Allowance

1. Employees shall be granted full pay while absent for personal illness to the amount of ten (10) working days per year, accumulated at the rate of one day per month. Sick time shall be used in increments of one hour.

Those not absent for personal illness may accumulate the unused portion of their sick leave allowance up to a maximum of one hundred thirty-five (135) days.

While on FMLA, an employee shall be required to use their sick leave to cover absences.
2. Accumulated sick days shall be listed in each paycheck in similar practice to other Meriden Board of Education unionized employees.
3. An employee with a compensable injury under the Workers' Compensation Act can utilize his or her sick leave to supplement the Workers Compensation rate to the employee's regular pay rate, not to exceed 100% of the employee's regular pay rate. In the event that the illness or injury is not accepted or approved under the Workers Compensation Act, the employee shall use his or her sick time for any absences. The foregoing applies except where otherwise required by law.
4. Absences caused by an illness or injury covered by the Workers Compensation Act shall be counted concurrently under the Family Medical Leave Act ("FMLA") for employees who are eligible for family medical leave under the applicable statutes.
5. Where an employee has been released to return to work in a limited or restricted capacity, the Board shall determine whether any limited and/or restricted duty assignments are available for the employee that would be consistent with the restrictions identified by the employee's health care provider. If such an assignment is available, the employee will be required to return to work in that

assignment. All such assignments shall be temporary in nature, subject to change, and shall not constitute a permanent condition. This section is not limited to illnesses or injuries under the Workers Compensation Act.

B. Authorized Absences

1. A bargaining unit member may be absent for personal reasons up to one (1) day each year with no loss of pay, except for the day preceding or following a vacation or holiday or Professional Development Day. Bargaining Unit Members shall make every reasonable attempt to limit absences for personal reasons to personal business that cannot be transacted at any other time. Absences for vacation shall not be authorized as personal days. Except in cases of emergency, requests must be submitted in writing to the principal not fewer than two (2) days in advance. Each day shall be strictly personal and shall be granted by the system.

C. Absences Due to Death in Immediate Family

1. All employees may be absent with full pay up to three (3) working days on each occasion of the death of a member of his/her immediate family (father, mother, brother, sister, husband, wife, child, mother-in-law and father-in-law, stepfamily, and grandchild). The intent of this provision is to allow the employees up to three (3) days to meet the needs arising from such occasions. All employees may be absent with full pay up to one (1) working day on each occasion of the death of a grandparent. Where the deceased is not a member of the immediate family or a grandparent, but unusual circumstances require the employee to be absent, the Superintendent may approve such absence under this section. Such requests will not be unreasonably denied.

D. Holidays

1. 2024-2025 school year: no paid holidays
2. 2025-2026 school year: Christmas as a paid holiday
3. 2026-2027 school year: Christmas and Memorial Day as a paid holiday

E. Personnel Alteration

1. If a change and/or alteration of operations is contemplated which would have the effect of altering the number of personnel in a given school or the hours of work of said personnel, the Board will give the Union advance notice and an opportunity to discuss the change/alteration.

F. Vacancies, Assignments, And Transfers

1. All internal and external positions will be posted on the Meriden Board of Education Internet site.

G. Inclement Weather and Other Emergency Closings

1. When school is called off during the school day, after the school day has started, all bargaining unit members are required to work until excused by their building principal. Employees released under these conditions shall receive their full day's pay.
2. When the opening of school is delayed due to inclement weather, bargaining unit members shall not report to work earlier than their delayed opening start time. However, bargaining unit members shall be paid for any work time missed due to the delayed opening.

H. Summer Jobs

1. When there are summer jobs available, qualified bargaining unit members shall be hired before non-bargaining unit employees are considered.

I. Class Coverage

1. Except in cases of emergency, class coverage shall be provided by certified personnel, which includes substitute teachers. If, in an emergency, a teacher must leave his or her classroom for a short period of time, it would be reasonable to have a bargaining unit employee provide such emergency coverage. An emergency is defined as when the need for coverage is not known in advance.
2. Except for emergencies, if a bargaining unit employee is assigned to provide class coverage by the principal or designee, the employee will be paid the hourly sub rate per hour worked, pro-rated, in addition to their regular salary. In no case will the employee be required to substitute.
3. Planning, grading, and other responsibilities of a regular teacher except for managing the classroom and delivering instruction will not be required of a bargaining unit member who is providing classroom coverage.

J. Professional Development

1. Any mandatory training for bargaining unit employees (OSHA, DCF, etc.) shall be held during work hours when possible. If mandatory training occurs outside of work hours, employees will be paid for the time in training. The Board may offer one voluntary professional development day to employees not to exceed five hours at straight time. The Board will provide at least 30 days' notice of this professional development day to employees.

K. Technology in the Classroom

1. The parties shall meet upon request of the Union to discuss new technology requirements or utilization of new educational materials if relevant to the employees' job responsibilities.

L. Work Beyond the Scheduled Workday

1. If a bargaining unit employee is asked to work beyond their normally scheduled hours, the employee will be paid their hourly rate for the time worked unless said employee works over forty (40) hours in a week. Any hours in excess of forty hours in a week will be paid at one-and-one-half (1.5) times their base rate.

M. Work Stoppage

1. The Union and the Board subscribe to the principle that differences should be resolved by peaceful and lawful means without interruption to the school program. The Union shall not organize, participate in, condone, or endorse any strike by employees. The Board shall not lock out any employees.

N. Employee Discipline

1. The discipline of an employee shall be for just cause only.

O. V-Endorsement

1. Bargaining unit employees who are required to use a V-endorsement from the Department of Motor Vehicles as part of their job responsibilities on ten or more occasions per school year will receive a yearly \$500 stipend. The stipend will be paid in the second paycheck in June.

P. Job responsibilities

1. When the District changes the work responsibilities for bargaining unit positions from the job descriptions identified at the most recent vacancy posting, the District will discuss such changes with the Union.

Q. Whenever a bargaining unit employee is required to meet with an administrator or the Board (or any agent thereof) and the employee has a reasonable belief that the meeting could result in adverse consequences, they will be given prior written notice of the reason(s) for the meeting and that they may be accompanied by an available Union Representative.

R. If a Job Coach is required by an entity or organization other than the Meriden Board of Education to have medical testing and/or vaccinations to perform their job requirements, such testing and/or vaccinations will occur during work time if the Job Coach is unable to obtain the testing and/or vaccinations outside of work time. The foregoing language does not apply to new Job Coaches who must have the testing and/or vaccinations at the time of hire.

S. When an issue or situation arises that could create a safety concern for a student, their classmates, or an employee, the school principal or their designee shall make reasonable efforts to notify the affected employees when practicable and in accordance with applicable law and District policy.

- T. If a bargaining unit employee is to be moved temporarily to another school for a period of thirty (30) days or more, the employee will be given 72 hours' notice of the move prior to the change of workplace. The employee shall also be told of the anticipated duration of the move to the new school.
- U. Changes of school exceeding one calendar month will be treated as involuntary transfers.

ARTICLE VII - WAGES

A. Starting Rates:

- 1. Tutors: \$25; \$30 for shortage areas as determined by the District.
- 2. Behavior Techs/Climate Specialists/Job Coaches: \$23.29

These rates will increase each year on 9/1 according to the general wage increases that follow.

B. General wage increases: the applicable wage rates for current employees will increase as follows:

- 1. 9/1/24: 2.5%
- 2. 9/1/25: 2.5%
- 3. 9/1/26: 2.5%

ARTICLE VIII - WORKERS' COMPENSATION AND FAMILY MEDICAL LEAVE

- A. Absences caused by an illness or injury covered by the Workers Compensation Act shall be counted concurrently under the Family Medical Leave Act for employees who are eligible for family medical leave under the applicable statutes.
- B. Where an employee has been released to return to work in a limited or restricted capacity, the Board shall determine whether any limited and/or restricted duty assignments are available for the employee that would be consistent with the restrictions identified by the employee's health care provider. If such an assignment is available, the employee will be required to return to work in that assignment. All such assignments shall be temporary in nature, subject to change, and shall not constitute a permanent condition. This section is not limited to illnesses or injuries under the Workers Compensation Act.
- C. Family Medical Leave.
 - 1. The terms of this Article shall be interpreted to be consistent with the requirements of the federal Family Medical Leave Act for any eligible employees under that Act.

ARTICLE IX - REDUCTION IN FORCE PROCEDURES

- A. Employees shall be laid off in the reverse order of seniority by job title.
- B. The displaced employee will first be offered a vacant position within the employee's job title. If no such position is available, they will be offered a vacant position in a different job title within the bargaining unit for which the displaced employee is deemed to be qualified based on experience, education, and/or skills, provided there are no displaced employees within the job title. If no such position is available, then the employee will be laid off.

Nothing in the foregoing procedure shall limit the ability of the Employer to transfer employees within their job title in lieu of lay off.

- C. Employees who refuse a vacant position under Section B above shall not be eligible for recall. Otherwise, employees who are laid off shall be placed on a recall list for one year and must be recalled for any position which becomes available within the bargaining unit. Notification of recall shall be mailed, return receipt requested, to the last address given by the employee. The employee shall respond to such notice within five (5) days of the receipt of the notice or forfeit his/her recall rights. Employees shall be recalled in the order of seniority.
- D. Upon return from layoff, such employee shall receive the salary he/she was receiving at the time of layoff, plus any increase in salary received by the bargaining unit while the layoff was in effect. Seniority and all benefits for which a cost payment has not been made at the time of layoff shall be reinstated upon rehire, as if the layoff did not occur.

ARTICLE X - PROBATIONARY EMPLOYEES

- A. New employees shall serve a probationary period of seven calendar months, excluding school vacations and holidays for school year employees. At any time during such seven (7) calendar months, the Superintendent of Schools may terminate such probationary employee if in the sole discretion of the Superintendent of Schools, such termination would be in the best interests of the school system, and neither the employee nor the Union shall have recourse to the grievance and arbitration provisions of this Agreement.

Probation periods can be extended up to two additional calendar months by mutual agreement between the parties.

ARTICLE XI - NO DISCRIMINATION

- A. The parties agree that there shall be no discrimination against any employee or applicant for employment by reason of race, color, religion, gender, age, national origin, sexual orientation, gender identity or expression, ancestry, physical disability, mental disability, learning disability, status as a veteran or marital status, or Federation membership.

ARTICLE XII - GENERAL PROVISIONS

- A. It is understood that employees shall continue to serve under the direction of the Superintendent of Schools and in accordance with Board and Administration policies, rules and regulations including those set forth in the Policy handbook of the Board of Education, provided that the provisions of this Agreement shall supersede and prevail over any conflicting provisions.

B. Savings Clause

If any provision of any portion of this agreement is ultimately ruled invalid for any reason by an authority of established and competent legal jurisdiction, the balance and the remainder of this Agreement shall remain in full force and effect.

ARTICLE XIII - FEDERATION RIGHTS

A. Contract Distribution

1. The Board will post this Agreement electronically on its system not later than thirty (30) days after the signing of this Agreement. The Board will notify new employees where they may access this Agreement electronically at the time of hire.

Employees may request and the Board will provide a printed copy of this Agreement.

B. Dues Deductions

1. The Board agrees to deduct from the salary of any bargaining unit members the dues for AFT Local #1478EP as said bargaining unit members individually and voluntarily authorize the Board to deduct dues and to transmit the monies promptly to the Treasurer of the AFT Local #1478.
2. AFT Local #1478EP shall certify annually to the Board in writing the current rate of membership dues.
3. Deductions referred to in Section I shall be made on each payday of the month. The Board shall not be required to honor for any payday deduction any authorizations that are delivered to it later than one (1) week prior to the distribution of the payroll from which deductions are to be made.
4. No later than October 30 of each year, the Board shall provide the Federation with a list of those employees who have voluntarily authorized the Board to deduct dues. Any bargaining unit employees desiring to have the Board discontinue deductions he/she has previously authorized must notify the Board and the Federation, in writing, in accordance with the conditions of their membership agreement with the Federation.

5. The Federation shall indemnify the Board and hold it harmless with respect to all aspects of administering AFT Local #1478EP dues deductions permitted or requested by the provisions of this Article.
6. All employees may join the Federation and pay union dues through payroll deduction.
7. The Employer shall honor employees' individually authorized deductions forms and shall make such deductions in the amounts certified by the Union for Union dues, assessments, or fees. Authorized deductions shall be irrevocable except in accordance with the terms under which an employee voluntarily authorized such deductions. Dues revocations are processed by the Union. If an employee revokes their dues, the Union will notify the employer after the close of the revocation window.
8. The Union shall indemnify and hold harmless the Board, its members, officers, agents, and employees, in both their individual and official capacities, from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of, or by reason of action taken by the Board for the purposes of complying with the above payroll deduction provisions, or in reliance on any list, notice, certifications of deductions or revocations.

ARTICLE XIV - SENIORITY

- A. Seniority shall begin on the date of hire into a position covered by this Agreement, with the employee hired last having the least amount of seniority and the employee hired first having the greatest amount of seniority.
- B. Date of Hire
 1. Date of hire, in the event of a voluntary interruption of employment of one year or more, shall mean the most recent date of hire within the bargaining unit.
 2. Date of hire, in the event of an involuntary interruption of employment, shall mean the most recent date of hire as an employee within the bargaining unit prior to the involuntary interruption of employment. If an employee is rehired after an involuntary interruption, the employee's seniority prior to the involuntary interruption shall be restored, but that time shall not count toward seniority.
- C. The Federation will notify the Superintendent or his/her designee of the names of the Federation Executive Board at the start of each school year.

ARTICLE XV - DURATION

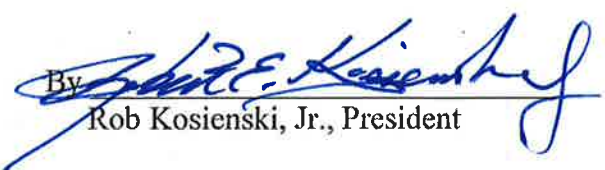
A. Duration

The provisions of this Agreement shall be effective as of ratification of the membership of AFT #1478EP and approval of the Board and shall continue and remain in full force and effect until August 30, 2027.

IN WITNESS THEREOF, the parties hereunto set their hands and seals this 30th day of October, 2024.

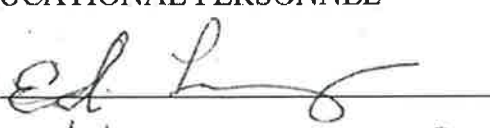
MERIDEN BOARD OF EDUCATION

By


Rob Kosienski, Jr., President

MERIDEN FEDERATION OF
EDUCATIONAL PERSONNEL

By


Ed Leavy - AFT Field Rep
Name and Title

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