

AGREEMENT
between the
MERIDEN BOARD OF EDUCATION
and the
MERIDEN FEDERATION OF FAMILY-SCHOOL LIAISONS
MERIDEN, CONNECTICUT
September 1, 2016 through August 31, 2020

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and the
MERIDEN FEDERATION OF FAMILY-SCHOOL LIAISONS

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THIS AGREEMENT MADE AND ENTERED INTO by and between the MERIDEN BOARD OF EDUCATION (hereinafter referred to as the "Board") and the MERIDEN FEDERATION OF FAMILY-SCHOOL LIAISONS (hereinafter referred to as the "Federation").

TABLE OF CONTENTS

	PAGE
ARTICLE I - RECOGNITION	1
1.1 Recognition	1
1.2 Recognition	1
1.3 Recognition	1
1.4 Recognition	1
ARTICLE II - PROFESSIONAL NEGOTIATION	1
Negotiation over Successor Agreement and Budget	1
2.1 Negotiation over Successor Agreement and Budget	1
2.2 Negotiation over Successor Agreement and Budget	1
ARTICLE III - RECOGNITION OF RESPONSIBILITY OF THE BOARD	1
3.1 Recognition of Responsibility of the Board.....	1
3.2 Recognition of Responsibility of the Board.....	2
ARTICLE IV - GRIEVANCE PROCEDURE	2
4.1 Purpose.....	2
4.2 Definitions	2
4.3 Procedure	2
4.4 Rights of Family-School Liaisons to Representation.....	5
4.5 Miscellaneous	5
ARTICLE V - FEDERATION RIGHTS.....	6
5.1 Federation Rights.....	6
5.2 Federation Rights.....	6
5.3 Federation Rights.....	6
ARTICLE VI - SALARIES	6
6.1 Salaries	6
6.2 Payroll Schedules	6
6.3 Acceptance of Employment	7
6.4 Early Termination of Service	7
6.5 Longevity.....	7
ARTICLE VII - CONTRACT AMENDMENTS	7
7.1 Contract Amendments	7
ARTICLE VIII - DUES DEDUCTIONS.....	8
8.1 Dues Deductions.....	8
8.2 Dues Deductions.....	8
8.3 Dues Deductions.....	8
8.4 Dues Deductions.....	8
8.5 Dues Deductions.....	9
8.6 Dues Deductions.....	9
8.7 Dues Deductions.....	9
8.8 Hold Harmless Provision.....	9

ARTICLE IX - EMPLOYEE WELFARE PROVISIONS	9
9.1 Sick Leave	9
9.2 Leave of Absence	10
9.3 Military Leave	10
9.4 Parenthood Leave	10
9.5 Authorized Days	11
9.6 Insurance	12
9.7 Separation Pay	12
9.8 Workers' Compensation	12
9.9 Family Medical Leave	13
ARTICLE X - WORKING CONDITIONS	13
10.1 General	13
10.2 After School Meetings and Extracurricular Duties	13
10.3 Released Time	13
10.4 Vacancies, Assignments, and Transfers	13
10.5 Employee Facilities	14
10.6 Work Stoppage	14
10.7 Work Year	14
10.8 Assault on Employees	14
10.9 Employee Discipline	14
ARTICLE XI - GENERAL PROVISIONS	14
11.1 General Provisions	14
11.2 General Provisions	14
11.3 General Provisions	14
11.4 General Provisions	14
11.5 Savings Clause	15
11.6 Personnel Files	15
11.7 Retirement Benefit	15
11.8 Death Benefit	16
11.9 Part-Time Benefits	16
ARTICLE XII - PROTECTION	16
12.1 Protection	16
ARTICLE XIII - REDUCTION IN FORCE PROCEDURES	16
13.1 Reduction In Force Procedures	16
ARTICLE XIV - DURATION	17
14.1 Duration	17
APPENDIX A - SALARY SCHEDULE 2010-2013	18
APPENDIX B - INSURANCE	19
APPENDIX C - INSURANCE	20
APPENDIX D - CONNECTICUT GENERAL STATUTES Section 10-235	22
APPENDIX D - CONNECTICUT GENERAL STATUTES Section 10-236a	23

ARTICLE I
RECOGNITION

- 1.1 The Board recognizes the Federation for the purpose of professional negotiations under the Municipal Employees Relations Act as an exclusive representative of all those professional employees of the Board of Education in Family-School Liaison positions. This provision is not intended to decrease the present bargaining unit.
- 1.2 The Federation accepts such recognition and agrees to represent equally all Family-School Liaisons without regard to membership or participation in the activities of the Federation and to admit Family-School Liaisons to membership without qualification other than payment of federation dues and employment in the Meriden School System.
- 1.3 Despite reference herein to the Board, Superintendent and the Federation as such, each reserves the right to act hereunder by committee, individual member or designated representative.
- 1.4 Nothing in this agreement shall in any way limit or contravene the authority of Federal, State or Local governmental agencies.

ARTICLE II
PROFESSIONAL NEGOTIATION

Negotiation Over Successor Agreement and Budget

- 2.1 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.
- 2.2 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 III
RECOGNITION OF RESPONSIBILITY OF THE BOARD

- 3.1 The Board shall exercise the statutory responsibilities, obligations and prerogatives necessary for the proper operation and management of the Meriden School System, and determination of salaries, hours and all conditions of employment including but not limited to formulation of the rules and regulations necessary and proper to selection, transfer,

assignment, reassignment, supervision, promotion, discipline, control of attendance and general effectiveness of employees.

- 3.2 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 the 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 IV

GRIEVANCE PROCEDURE

4.1 PURPOSE

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.

4.2 DEFINITIONS

(a) A grievance shall mean a complaint by a community educator or attendance counselor or a group of the same that as to him, her or them, there has been a violation of a specific provision or provisions of this Agreement, to the detriment of the community educator(s) or attendance counselor(s) involved.

(b) The terms community educator or attendance counselor as used in this grievance procedure, except as otherwise indicated, shall mean any employee covered by this Agreement.

(c) An aggrieved person is a person or persons making the complaint.

(d) The term days shall mean weekdays excluding holidays. An effort will be made by both parties to expedite grievances that arise immediately before or during the summer recess.

4.3 PROCEDURE

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

(b) In the event a grievance is filed on or after June 1, the time limits set forth herein should be reduced so that the grievance procedure may be exhausted prior to the end of school term or as soon thereafter as is practicable.

LEVEL ONE -- Director of Pupil Personnel

(a) A member of the unit with a grievance or dispute shall first discuss it with the Director of Pupil Personnel, either directly or through the Federation's representative, with the objective of resolving the matter informally. In the event that the grievant is not satisfied, he/she shall submit the grievance in writing to such supervisor or principal. The written statement of the grievance shall contain a statement of the facts, the remedy requested and a reference to that provision of this Agreement, if any, which the aggrieved person claims has been violated.

(b) If a member of the unit has not filed a written grievance with the Federation's representative and the Director of Personnel within ten working days after the member of the unit knew or should have known of the act or condition on which the grievance is based, then the grievance shall be waived.

LEVEL TWO --Director of Personnel

(a) In the event that such aggrieved member of the unit is not satisfied with the disposition of the grievance at Level One, or in the event that no decision has been rendered within five (5) school days after the presentation of the grievance in writing, the grievant may appeal the grievance to the Director or Personnel, within five (5) school days after the decision at Level One, or ten (10) school days after the grievance was presented in writing to the Director of Pupil Personnel, whichever is sooner.

(b) The Director or Personnel shall represent the administration at this level of the grievance procedure. Within ten (10) school days after receipt of the written grievance by the Director of Personnel, the Director of Personnel shall meet with the aggrieved person in an effort to resolve it.

LEVEL THREE -- Superintendent of Schools

(a) In the event that the aggrieved member of the unit is not satisfied with the disposition of the grievance at Level Two, or in the event no decision has been rendered within five (5) work days after the grievant has first met with the Director of Personnel, he/she may file a written grievance, indicating such dissatisfaction with the Superintendent within five (5) school days after a decision by the Director of Personnel, or ten (10) school days after the grievant has first met with the Director of Personnel, whichever is sooner. After receiving the written grievance, the Superintendent shall meet with the aggrieved member of the unit for the purpose of resolving the grievance.

LEVEL FOUR -- Board of Education

(a) In the event that the aggrieved member of the unit is not satisfied with the disposition of the grievance at Level Three, or in the event no decision has been rendered within five (5) work days after the grievant has first met with the Superintendent, the grievant may file a written grievance, indicating such dissatisfaction with the Board within five (5) work days after a decision by the Superintendent, or ten (10) work days after the grievant has first met with the Superintendent, whichever is sooner. After receiving the written grievance, the Board or a committee of the Board shall meet with the aggrieved member of the unit for the purpose of resolving the grievance no later than the second regularly scheduled Board meeting after receipt of the grievance by the Board, or at such time as the Board might designate within the above time limit.

LEVEL FIVE -- Binding Arbitration

(a) In the event that the aggrieved member of the unit is not satisfied with the disposition of the grievance at Level Four, or in the event no decision has been rendered within five (5) work days after the grievant has met with the Board of Education, the grievant may file a written request to the Federation to submit the grievance to binding arbitration. Upon receipt of said request the Federation will notify the Board of Education of its disposition of said request within five (5) work days. Only the Federation shall have the right to submit a grievance to arbitration.

(b) The Board or its designee and the Federation President shall, within five (5) work days after such written notice, jointly select a single arbitrator. If the parties are unable to agree upon an arbitrator within such five (5) work day period, the Federation shall apply, within an additional five (5) work day period, to the American Arbitration Association for binding arbitration. The parties shall agree to abide by the rules of the American Arbitration Association.

(c) The arbitrator shall conduct a hearing as soon as possible on said grievance and shall render a binding decision within thirty (30) days from said hearing. The arbitrator's decision shall be in writing and shall set forth findings of facts, reasoning and conclusions on the issues submitted. The decision of the arbitrator shall be final and binding upon all parties.

(d) The fees and expenses of the arbitrator shall be divided equally between the Board and the Federation.

(e) The arbitrator shall have no authority to add to, modify, or amend any terms of this agreement.

4.4 RIGHTS OF FAMILY-SCHOOL LIAISONS TO REPRESENTATION

(a) No reprisals of any kind shall be taken against anyone because of participation in the grievance procedure.

(b) The grievant may only be represented by a Federation Representative in the grievance procedure.

(c) If, in the judgment of the President of the Federation, a grievance affects a group or class of members of the unit, the President may submit such grievance in writing to the Director of Personnel directly and the processing of such grievance, shall be commenced at Level Two within ten (10) days after the first affected member of the unit knew or should have known of the act or condition on which the grievance is based.

(d) Decisions rendered at all levels of the grievance procedure shall be in writing setting forth the decision and the reasons therefore, and shall promptly be transmitted to all parties in interest and to the President of the Federation.

(e) Failure at any step of this procedure to communicate a decision within the specified time limits shall permit the aggrieved to proceed immediately to the next step. Failure at any step to appeal within the specified time limits shall be considered acceptance by the aggrieved of the decision rendered, and such decision shall thereafter be binding upon the aggrieved. The time limits specified shall thereafter be extended in any particular instance by agreement between the Superintendent and the Federation and/or the aggrieved person.

4.5 MISCELLANEOUS

(a) Any decision, course of conduct or other action which becomes the subject of a grievance shall not be stayed pending the processing of the grievance except with the written consent of the Superintendent or the Board. A decision at any level of the procedure in favor of the aggrieved person, however, may provide appropriate remedy for the period during which the grievance was suffered.

(b) It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

(c) Meetings held under this procedure shall be conducted outside of work hours at a time and place which will afford a fair and reasonable opportunity to attend for all persons proper to be present. Persons proper to

be present for the purpose of this section are defined as the grievant or grievants, a Federation Representative and witnesses.

ARTICLE V

FEDERATION RIGHTS

- 5.1 Each party agrees, upon a reasonable and timely request, to exchange all information in its possession, except privileged information, necessary for the purpose of contract administration and collective bargaining. In addition, the Board agrees to furnish the Federation in response to reasonable requests the following information when such is available: regular Board minutes, annual financial report, proposed budget, approved budget, yearly census report, group health insurance rates and premiums, and names and addresses of all Family-School Liaisons.

The Federation shall be accorded the use of building mail facilities and inter-school mail privileges for the express purpose of distribution of the organization's communications.

- 5.2 The Federation shall have the use of bulletin board space at an accessible place in each home base school for Federation notices. Copies of such notices shall be given to the Principal and to the Superintendent.

ARTICLE VI

SALARIES

- 6.1 The salaries and duration of contract of all persons covered by this Agreement are set forth in Appendix A, which is attached hereto, and made part of this Agreement.

PAYROLL SCHEDULES

(a) Salary checks will be issued on a weekly basis with the first check issued on the first or second Friday after school commences in September.

(b) Salaries shall represent compensation for a full calendar year of employment, extending from September 1st to August 31st. In calendar years when there are 53 Fridays from September 1st to August 31st, no salary checks will be issued on the 53rd payday.

6.3. ACCEPTANCE OF EMPLOYMENT

At the solicitation of the Superintendent, Family-School Liaisons shall be requested to indicate their intent to serve in the school system for the following school year. Family-School Liaisons shall respond in the manner requested within fifteen (15) days.

6.4. EARLY TERMINATION OF SERVICE

An employee who terminates his/her services to the Board prior to the end of the school year shall be paid only for the number of days of employment based on the per diem of his/her annual salary for each day employed.

6.5. LONGEVITY

- (a) Annual longevity payments shall be granted to all persons covered by the Agreement who have completed the necessary years of service based on the following schedules:

Completion of 5 years	\$175.00
Completion of 10 years	\$275.00
Completion of 15 years	\$400.00

- (b) Longevity payments shall be made on the first payday of July or December following the completion of the necessary years of service. Said payment shall be in one lump sum to employees of record on the date of distribution.
- (c) For the purpose of this section, years of service will be computed on a monthly basis commencing on the date of employment with twelve months of service equal to one year.

ARTICLE VII

CONTRACT AMENDMENTS

- 7.1 If a proposal is initiated by either party, it shall be submitted in writing to the other party with a request for a meeting to discuss the proposal. If as a result of this meeting or subsequent meetings, arranged to the mutual satisfaction of the parties, agreement is reached on the proposal, it shall be presented to both parties for ratification. Upon ratification, it shall become an addendum to this contract.

ARTICLE VIII

DUES DEDUCTIONS

- 8.1 The Board agrees to deduct from the salary of any community educator and attendance counselor the dues for the Meriden Federation of Family-School Liaisons, as said members individually and voluntarily authorize the Board to deduct dues and to transmit the monies promptly to the Treasurer of the Meriden Federation of Family-School Liaisons. Authorization shall be in writing in the form set forth below:

MERIDEN FEDERATION OF FAMILY-SCHOOL LIAISONS
AFL-CIO
20__ -- 20__

"DUES DEDUCTION CONSENT FORM"

I hereby authorize the Meriden Board of Education to deduct from my salary the amount of the current dues which will be paid to the Meriden Federation of Family-School Liaisons in fifty-two (52) weekly installments during the school membership year for the payment of dues.

Date

Signature

Please circle one:

CONTINUAL BASIS ANNUAL BASIS

- 8.2 The Meriden Federation of Family-School Liaisons shall certify annually to the Board in writing the current rate of membership dues.
- 8.3 Deductions referred to in Section 8.1 shall be made on each payday of each month. The Board shall not be required to honor for any month's deduction any authorizations that are delivered to it later than one (1) week prior to the distribution of the payroll from which the deductions are to be made.
- 8.4 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 employee desiring to have the Board discontinue deductions he/she has previously authorized must notify the Board and the Federation, in writing, at least one month before the effective date of termination of dues deductions.

- 8.5 The Federation shall indemnify the Board and hold it harmless with respect to all aspects of administering Meriden Federation of Family-School Liaisons dues deductions permitted or requested by the provisions of this Article.
- 8.6 All new employees shall be required to join the Federation or pay a service representation fee through payroll deduction or by check to the Federation as a condition of continued employment. All employees not members or who are hired thereafter for work in this bargaining unit shall become or remain members in good standing in the Federation by the thirty-first (31st) day following the execution of this Agreement or date of employment whichever is later, or shall pay the representation fee through payroll deduction or by personal check to the Federation as a condition of continued employment. All monies shall be forwarded to the Federation weekly.
- 8.7 The Board agrees to deduct weekly service representation fees, as certified by the President of the Federation, from the salaries of all employees covered by this Agreement. Such deductions shall be made on each payday of each month.

The Board shall transmit the monies promptly to the Treasurer of the Federation.

8.8 HOLD HARMLESS PROVISION

The Federation shall indemnify the Board and hold it harmless with respect to all aspects of administering the service representation fee deduction permitted by the provisions of this Article.

ARTICLE IX

EMPLOYEE WELARE PROVISIONS

9.1 SICK LEAVE

(a) Regular full-time school employees shall be granted leave for personal illness with full pay for fifteen (15) days in each school year. For employees hired before September 1, 1989, unused sick leave shall be accumulated as long as the employee remains in the service of the Meriden Board of Education. For employees hired on or after September 1, 1989, unused sick leave shall be accumulated from year to year to a maximum of 175 days. Employees shall be allowed to petition the Board for pay in extension of this unused sick leave accumulation. Sick time shall be used in increments of one hour.

(b) Upon their return to work after five (5) or more consecutive days of absence for illness, employees shall be required to submit to their immediate supervisor a medical statement of their fitness for work. An employee who

uses fifteen (15) days of sick leave in any school year may be required by the Superintendent to submit a doctor's certificate. The Board reserves the right to require a second opinion at its own cost.

(c) If the Superintendent has reasonable cause (based on reliable information and/or knowledge) to believe that an employee is abusing sick leave, the Superintendent may require the employee to obtain a certificate from a physician substantiating the nature and extent of illness.

9.2 LEAVE OF ABSENCE

(a) After written application and on the recommendation of the Superintendent, an employee may be granted a leave of absence without pay for a definite period. Such leave is in addition to any applicable leave available under the Family Medical Leave Act for qualifying employees.

(b) Salary adjustments for unpaid leaves of absence shall be pro-rated on a per-diem based on the annual salary.

(c) Any employee on authorized, unpaid leave who works at least ninety (90) school days within the school year, shall be credited for a full year for salary advancement and seniority.

(d) During the course of an unpaid leave granted for medical reasons, the Superintendent of Schools may periodically require an employee to provide a statement from his/her physician indicating the anticipated date the employee will return to work and either the nature of the illness or disability or the fitness of the employee to return to work. The Superintendent may require the employee to undergo an examination by a Board appointed physician to verify this information at no cost to the employee.

9.3 MILITARY LEAVE

(a) Any member of the unit who may be called into military service will be given a leave of absence without pay, and the position protected as by law provided.

9.4 PARENTHOOD LEAVE

I. PREGNANCY AND CHILDBIRTH LEAVE

(a) Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom, shall be treated as temporary disabilities for all job-related purposes.

(b) An employee who becomes sick or disabled due to pregnancy shall be entitled to use accumulated sick leave for any such period of sickness or disability. Any employee who becomes pregnant shall so notify the Superintendent, or designee, at least one (1) month prior to the expected date of commencement of said sick leave. When there is reason to believe

that she may have become unable to perform her duties she will provide a doctor's certificate indicating her continued fitness for work. Leave shall begin when, in the opinion of her doctor, she is no longer physically able to work and said leave shall expire when, in the opinion of her doctor, she is physically able to return to work. Except in the case of medical difficulties, sick leave is not normally expected to continue for more than six (6) weeks after delivery. Any employee who becomes pregnant shall adhere to the notification and reporting procedures as stipulated for as long as she remains working, whether or not she intends to return to work after her child is born. Upon her return the employee shall be assigned to her former or an equivalent position.

(c) Policies involving commencement and duration of leave, the availability of extensions, the accrual of seniority and other benefits and privileges, protection under health or temporary disability plans and payment of sick leave shall be applied to disability due to pregnancy or childbirth on the same terms and conditions as they are applied to other temporary disabilities.

II. CHILDREARING LEAVE

(a) Any professional employee may be granted, upon written request submitted to the Superintendent of Schools, an extended leave without pay, or benefits, for purposes of childrearing, apart from any period of childbirth disability leave with pay or leave available under the Family Medical Leave Act to qualifying employees. Such employee may be granted such leave for any school year, or reasonably requested portion thereof, in which the child is born, adopted, or fostered. Childrearing may be extended at the discretion of the Board. Upon return, an employee shall be assigned to his or her former position or an equivalent position at the discretion of the Superintendent. An employee who has taken such leave, but who worked at least 90 school days within the school year shall be credited for a full year for salary advancement and seniority.

(b) Requests for childrearing leave must be made in writing at least sixty (60) days prior to its commencement.

(c) Any person employed by the Board of Education to fill the position of any member on leave shall be notified in writing by the Superintendent of Schools at the time of employment that said person's contract shall terminate upon the return to active service of the employee on leave whose position is being temporarily filled.

9.5 AUTHORIZED DAYS

(a) An employee may be absent for personal reasons up to three (3) days each year with no loss of pay, except for the day preceding or following a vacation or holiday. Employees will limit absences for personal reason to personal business that cannot be transacted at any other time. Absences for vacations shall not be authorized as personal days. Except in cases of

emergency, requests must be submitted in writing to the Director of Pupil Personnel not less than two (2) days in advance.

(b) In unusual circumstances, the Superintendent may waive the limiting provisions of this section.

(c) An employee may be absent with full pay up to five (5) school 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, father-in-law). In the event of the death of an employee's grandparent, an employee may be absent up to two (2) school days. Where the deceased is not a member of the immediate family but unusual circumstances require the employee to be absent, the Superintendent may approve such absence under this section.

(d) An employee, with the approval of the Director of Pupil Personnel, may be absent with full pay for a total of not more than three (3) days in any school year for the purpose of engaging in continuing education days. Employees must secure approval for continuing education days prior to committing themselves to attendance at conferences, workshops and/or seminars.

9.6 INSURANCE

Meriden Board of Education makes available insurance benefits as set forth in Appendix "B".

9.7 SEPARATION PAY

(a) An employee who separates under honorable circumstances after ten years of service to the Meriden Public School System or retires under the City of Meriden Pension Plan, shall be entitled to compensation in a lump sum for that portion of unused sick leave which has been accumulated, not to exceed one hundred twenty (120) days. The compensation shall be one-half the rate of compensation earned by the employee at the time of separation.

(b) If the payment has not been made prior to the employee's death, it shall be paid to the employee's estate.

9.8 WORKERS' COMPENSATION

- a. An employee who has an illness or injury that has been accepted or approved under the Workers Compensation Act shall receive 100% compensation for three (3) months from the first day out of work due to the injury. Following the initial three (3) month period, the worker will receive the Workers Compensation rate as determined under the Workers Compensation Act. An employee with such a compensable injury 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.

- b. 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.
- c. 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.

9.9 FAMILY MEDICAL LEAVE

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 X

WORKING CONDITIONS

10.1 GENERAL

The Board and the Federation recognize and agree that the employees' responsibilities to their assigned duties and the expenditure of time beyond regularly scheduled work hours, but that employees are entitled to reasonable, regular time and work schedules as established by the Director of Pupil Personnel.

10.2 AFTER SCHOOL MEETINGS AND EXTRACURRICULAR DUTIES

- (a) Employees shall attend meetings called by the Superintendent, Director of Pupil Personnel, or Building Principals when requested.

(b) The Board agrees that meetings should be scheduled to end no later than the following times when possible.

4:20 p.m. for Elementary Schools
3:45 p.m. for Middle and High Schools

(c) All work performed outside the normal work year shall be compensated at the employees' per diem rate. In lieu of said rate, bargaining unit members may elect to earn flex time. Such time must be used during the school year it was earned. Use of such time must be by mutual agreement between the bargaining unit member and their supervisor.

10.3 RELEASED TIME

(a) The Board agrees that whenever possible released time shall be provided for workshops and in-service programs. Requests must be submitted in writing to the Director of Pupil Personnel for review and to obtain prior approval.

10.4 VACANCIES, ASSIGNMENTS, AND TRANSFERS

All internal and external positions will be posted on the Meriden Board of Education Internet site. Vacancies shall be posted internally within the bargaining unit one week prior to being advertised outside the system. Where the qualifications of two or more applicants are substantially equal, preference for filling the vacancy will be given to members of the bargaining unit.

10.5 EMPLOYEE FACILITIES

(a) Each employee shall receive an automobile allowance in the amount of \$225 per month toward the use of an automobile driven in the execution of his/her duties, retroactive to September 1, 2013. Employees shall not receive any mileage reimbursement.

10.6 WORK STOPPAGE

(a) The Federation and the Board subscribe to the principle that differences should be resolved by peaceful and lawful means without interruption to the school program.

10.7 WORK YEAR

The work year of all members of the unit compensated under the employee's salary schedule shall be 185 days.

10.8 ASSAULT ON EMPLOYEES

Section 10-236a of the Connecticut General Statutes is set forth in Appendix D for informational purposes only.

10.9 EMPLOYEE DISCIPLINE

The unpaid disciplinary suspension or termination of an employee shall be for just cause only.

ARTICLE XI

GENERAL PROVISIONS

- 11.1 The term "employee," as used in this Agreement, except where otherwise indicated, is considered to apply for all professional employees holding attendance counselor or community educator positions.
- 11.2 It is understood that this agreement is subject to, and shall operate within the framework of, the Statutes of the State of Connecticut.
- 11.3 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.
- 11.4 The parties agree that there shall be no discrimination against any employee or applicant for employment by reason of age, race, creed, color, religion, marital status, sex, sexual orientation, disability, national origin, gender identity or expression, or Federation membership.

11.5 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.

11.6 PERSONNEL FILES

- (a) Employees shall have the opportunity to review and discuss evaluation reports with their supervisors, and review contents of their personnel files. A representative of the Federation may, at the request of the employee, accompany the employee in this review.
- (b) Privileged information, such as confidential credentials and related personal references normally sought at the time of employment are specially exempted from reviews. The Administrator shall, in the presence

of the employee, remove these credentials and confidential reports from the file prior to a review of the file by the employee.

(c) Any complaints by a parent of a student or any person directed toward an employee and deemed serious enough to become a matter of formal record shall be promptly called to the employee's attention. Employees are entitled to know the identity of or source of all such complaints. Should a complaint involve the possible commission of a crime and an appropriate law enforcement officer requests that information not be disclosed to the employee, the provisions of this section shall not apply.

(d) No material derogatory to an employee's conduct, service, character, or personality shall be placed in an employee's personnel file, unless the employee has had an opportunity to read the material and affix his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies he/she has read the material to be filed and does not necessarily indicate agreement with its content.

(e) Any material found to contain erroneous objective facts such as times, dates, or numbers shall be corrected in the file at the request of the employee in a manner consistent with Connecticut General Statutes.

11.7 RETIREMENT BENEFIT

(a) The Board will provide the administrative services that will allow employees who meet the City of Meriden Pension Plan eligibility requirements to retire, and have retired from the Meriden School System to participate under group rates in the health insurance plan they were enrolled in as active employees until they reach Medicare eligibility.

(b) Participation shall be at the employee's expense.

11.8 DEATH BENEFIT

(a) The Board shall provide the administrative services that will allow the spouse of any employee who dies while employed by the Meriden School System or who has retired from the Meriden School System to continue to participate under group rates in the CIGNA, Connecticut Medical Service, and Major Medical Programs, if permitted by the insurance carriers. Such participation shall be at the spouse's expense. This provision only applies to employees in the employ of the Board as of September 1, 1985.

11.9 PART-TIME BENEFITS

For all employees working less than 1.0 full time equivalents (FTE), the Board shall pay a portion of all health, medical and life insurance benefits it would otherwise pay pursuant to section 9.6 of this Agreement. The amount of the Board's contribution shall equal the amount paid by the Board for employees working 1.0 FTE multiplied by the employee's fractional FTE minus any applicable premium share.

ARTICLE XII

PROTECTION

- 12.1 Members of the unit shall immediately report to their principal in writing all cases of personal injury suffered by them in connection with their employment. Such report shall be forwarded to the Superintendent who shall comply with any reasonable request from the member of the unit for information in its possession not privileged under law which relates to the incident or persons involved.

ARTICLE XIII

REDUCTION IN FORCE PROCEDURES

- 13.1 (a) Employees shall be laid off in the reverse order of seniority.
- (b) Employees who are laid off shall be placed on a recall list for two years 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.
- (c) Upon layoff, such employee shall be entitled to compensation in a lump sum of one-half of his/her unused sick leave to a maximum of 120 days.
- (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 XIV

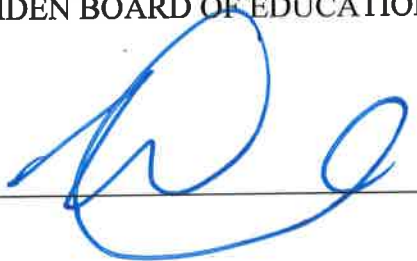
DURATION

- 14.1 The provisions of this Agreement shall be effective as of September 1, 2016 and shall continue and remain in force and effect until August 31, 2020.

IN WITNESS WHEREOF, the parties hereunder set their hand and seals.

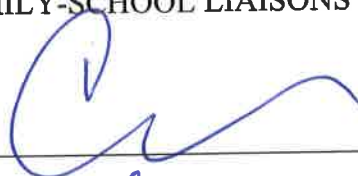
MERIDEN BOARD OF EDUCATION

By



MERIDEN FEDERATION OF
FAMILY-SCHOOL LIAISONS

By



CARLOS E. PIRRA JR.

APPENDIX A

Effective upon ratification of this agreement by the Board of Education and the Union, David Cardona, Marissa Cardona, Carlos Pina, and Yajaira Valentin shall have their salary increased to \$38,728.87. and Joanne Muniz shall receive a salary bonus of \$1,000.

Effective September 1, 2018 all employees shall receive a salary increase of one and one-half (1 ½) percent.

Effective September 1, 2019 all employees shall receive a salary increase of one and one-half (1 ½) percent.

APPENDIX B
INSURANCE
SCHOOL YEARS 2016-2020

1. MEDICAL – As referenced in Appendix C.
2. LIFE INSURANCE - \$50,000 life plus \$50,000 A.D.D. coverage for the employee only.
3. CIGNA FULL SERVICE DENTAL PLAN - With the following Dental riders:
A, B, C, D and Dependent Rider for the employee and his/her dependents.
4. The Board may change these carriers of health insurance provided:
 - (a) The plan suggested by the Board as an alternate must be at least equivalent in coverage, benefits, portability, and administration as the present plan.
 - (b) The Federation shall have the opportunity to study the proposed plan for a period of thirty (30) days.
 - (c) If at the end of the aforementioned thirty (30) days there is disagreement between the parties on the issue of whether or not the plan offers equivalent coverage, benefits, portability and administration, then the issue will be submitted to a mutually selected arbitrator. If the parties cannot mutually select an arbitrator, then the matter will be submitted for arbitration to the American Arbitration Association according to its rules and regulations. The costs of the arbitrator shall be borne equally by the parties.

APPENDIX C

INSURANCE

CONTRACT YEARS 2016-2020

1. The following health insurance and prescription coverage is available to members of the bargaining unit, their spouses and their eligible dependents as defined by the plan and/or applicable law:

- a. High Deductible Health Plan - HSA Plan (HDHP-HSA): Except as provided below, the sole insurance option for the duration of this contract shall be a High Deductible Health Plan HSA with a \$2,000/\$4,000 deductible, of which, the employer will fund fifty percent (50%). Furthermore, (1) there shall be no prescription copayments after the deductible is met, (2) employer funding of the deductible will occur on or about September 1 and March 1 in equal payments, and (3) a weight loss program shall be implemented for members of the unit who participate in the wellness program, with \$100 Board subsidy of the fee.

- b. Cigna Co-pay Plan: Employees who are not eligible for the HDHP-HSA plan because they participate in Medicare or because they have received benefits from the Veteran's Administration in the last three months shall be permitted to continue in the current Cigna co-pay plan with a premium contribution rate as described below.

- c. The HDHP-HSA plan and Cigna co-pay plan referenced in subparagraphs a and b, above, shall be attached and made a part of this agreement for informational purposes only.

- d. To be eligible to receive medical and dental insurance benefits set forth in this Article, the employee shall annually contribute the following percentages of the premium rate for the applicable class (single, two person, family) for such benefits.

	HDHP-HSA	Co-Pay Plan
July, 2017	14%	19%
July, 2018	15%	20%
July, 2019	16%	21%

However, participants in the biometric wellness program shall have a 2% reduction of the above premium rates. Participants who participate in the

biometric wellness program and also get a physical examination in accordance with the recommended schedule under the applicable plan (and whose spouse gets a physical in the event of spousal coverage) shall have an additional 2% reduction of the above premium rates. This additional 2% reduction applies only to employees (and/or spouses) who participate in the biometric wellness program and get a physical examination.

In order to receive the 2% reduction effective on July 1, 2017 for getting a physical examination, employees (and their spouses for spousal coverage) must have had a physical in calendar year 2016. If an employee (and/or spouse) did not have a physical in calendar year 2016, the employee (and/or spouse) can still receive the 2% reduction by getting a physical and submitting a doctor's note to the Personnel Office. The 2% reduction will apply with the next insurance billing cycle after processing, which could be after July 1, 2017.

Employees (and/or spouses) who get a physical during the calendar year 2017 will be eligible for the 2% reduction effective on July 1, 2018.

Beginning effective July 1, 2018, participants in the biometric wellness program will be required to meet their wellness goals in order to receive any of the premium reductions above.

e. The Patient Protection and Affordable Care Act ("PPACA") has set forth the imposition of an excise tax related to employer provided health insurance plans that exceed certain value thresholds. Should any federal or state statute or regulation be mandated to take effect during the term of this Agreement that triggers the imposition of an excise tax with respect to any of the contractually agreed upon insurance plans offered herein, the parties agree to reopen negotiations related solely to the health insurance plans and the payment of any applicable excise tax. No other provision of the contract shall be reopened.

2. The Board of Education shall implement a Section 125 premium conversion plan for such contributions.

APPENDIX D

CONNECTICUT GENERAL STATUTES

SECTION 10-235

Indemnification of teachers, board members and employees in damage suits; expenses of litigation.

- (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 governors of 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, 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 governors of 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 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 governors of higher education, any student enrolled in a regional vocational-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 regional vocational-technical school, provided such health-related field placement program is part of the curriculum of such vocational-technical school, and provided further such course is a requirement for graduation or professional licensure or certification, 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 or corporation providing students with community-based career education, and any member of the faculty or staff or any student employed by The University of Connecticut Health Center or health services, 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 (1) is a requirement for an academic degree or

professional licensure or (2) is offered by the constituent unit in partial fulfillment of its accreditation obligations and 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) Legal fees and costs incurred as a result of the retention, by a member of the state board of education, the board of governors of higher education or the board of trustees of any 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 governors of 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 governors of 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.

SECTION 10-236a. Indemnification of education personnel assaulted in the line of duty.

- (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 governors of 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, 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 payment of expenses reasonably incurred for medical or other service necessary as a result of an assault upon such teacher or other employee while such person was acting in the discharge of his or her duties within the scope of his employment or under the direction of such board of education, board of governors of higher education, board of trustees, state agency, department or managing board, which expenses are not paid by the individual teacher's or employee's insurance, workers' compensation or any other source not involving an expenditure by such teacher or employee.
- (b) Any teacher or employee absent from employment as a result of injury sustained during an assault or for a court appearance in connection with such assault shall continue to receive his or her full salary, while so absent, except that the amount of any workers' compensation award may be deducted from salary payments during such absence. The time of such absence shall not be charged against such teacher or employee's sick leave, vacation time or personal leave days.

- (c) For the purposes of this section, the terms "teacher" and "other employee" shall include 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 governors of higher education, and any member of the faculty or staff or any student employed by The University of Connecticut Health Center or health services.

In consideration of all of the above, the parties have agreed to the foregoing and have caused their duly authorized representatives to affix their signatures this 18th day of July, 2017.

MERIDEN BOARD OF EDUCATION

By


President

MERIDEN FEDERATION OF FAMILY-
SCHOOL LIAISONS

By


President

CARLOS E. PIÑERO