

AGREEMENT  
BETWEEN  
THE MERIDEN BOARD OF EDUCATION  
AND  
MERIDEN FEDERATION OF NON-CERTIFIED  
SUPERVISORS, LOCAL #42  
JULY 1, 2019 THROUGH JUNE 30, 2022  
MERIDEN, CONNECTICUT

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## **MERIDEN BOARD OF EDUCATION**

### **ARTICLE 1 THE PARTIES**

- A. This Agreement is made and entered into between the Board of Education of the City of Meriden, (hereinafter referred to as the “Board”) and the Meriden Federation of Non-Certified Supervisors, Local #42D, (hereinafter referred to as the “Federation”).

### **ARTICLE 2 RECOGNITION**

- A. The Board hereby recognizes the Meriden Federation of Non-Certified Supervisors, Local #42D as the exclusive bargaining representative for all employees in the unit of the Board engaged as Director of Facilities, Assistant Manager of Buildings & Grounds, Transportation Director, Director of Food Services, for the purpose of collective bargaining, and with all the rights and privileges as provided by Sections 7-467 through 7-477 of the Connecticut General Statutes, as amended, in accordance with the certification of representative, effective October 31, 1988 by the State of Connecticut Labor Department.

### **ARTICLE 3 NEGOTIATION**

- A. Not later than 120 days preceding the expiration of this Agreement, the Parties hereto agree to negotiate in good faith, pursuant to Sections 7-467 through 7-477 of the Connecticut General Statutes, as amended in accordance with procedures set forth herein, to secure a Successor Agreement relative to all matters concerning salaries, and all other conditions of their employment.
- B. During negotiations, the parties shall present relevant data, exchange points of view, and make proposals and counterproposals. Either party may, at its own expense, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiation. The Board shall make available to the Federation for inspection such pertinent records and information which it shall deem necessary for negotiation.
- C. The Parties may, by mutual agreement, at any time during the term of this Agreement, modify the language contained herein.

### **ARTICLE 4 SCOPE OF AGREEMENT**

- A. This contract contains the full and complete agreement between the Board and the Federation for its term.
- B. Neither party shall be required during the duration of the contract to negotiate on any issue, whether it is covered or not covered in this Agreement. However, this Agreement

may be amended at any time by mutual consent of the Board and the Federation. Any such amendment must be signed by both the Board and the Federation, which amendment shall be appended hereto and become a part hereof.

- C. All rights, powers, authority and prerogatives of the Board shall continue to remain exclusively vested in the Board unless specifically limited by the express provisions of this contract.

**ARTICLE 5  
SEVERABILITY**

- A. In the event that any provision or portion of this Agreement is ultimately ruled invalid for any reason by an authority of established and competent legal jurisdiction, the balance and remainder of this Agreement shall remain in full force and effect.

**ARTICLE 6  
FRINGE BENEFITS**

- A. LIFE INSURANCE (employee only) - Each supervisor shall be entitled to life insurance and A.D.D. which shall equal \$50,000. The Board shall contribute 100% of the cost.
- B. MEDICAL/DENTAL - As referenced in Appendix B.
- C. PAST EMPLOYMENT - Retiring employees, eligible for city pension, may purchase insurance for an unlimited period of time at the group rate.
- D. In the event of employee's death, spouse is eligible to purchase medical insurance at group rates for an unlimited period of time.

**ARTICLE 7  
LEAVES (SICK, PERSONAL, BEREAVEMENT)**

- A. SICK
  - 1. Each member of the bargaining unit shall be entitled to fifteen (15) days annually of sick leave.
  - 2. Unused sick leave shall be accumulated to a maximum of 160 days.
  - 3. In the event an employee exhausts his/her accumulation of sick days due to an extended illness, said employees shall have the right to petition the Superintendent of Schools or his/her designee for an extension of sick leave allowance.
  - 4. The school administration may require a medical report for absence of three (3) or more consecutive days due to illness. The school administration shall require a medical report for absence of five (5) or more consecutive days due to illness. An employee who uses fifteen (15) days of sick leave in any one year (July 1 to June 30) may be required by the Superintendent or his/her designee to submit a doctor's

certificate. A doctor's certificate may also be requested in cases of suspected abuse of sick leave.

5. Annually each member of the unit shall be provided with an accounting of his/her sick leave accumulation.

**B. PERSONAL**

1. A member of the unit may be absent for personal reasons up to three (3) days each year with no loss of pay, except the day preceding or following a vacation or holiday. Members of the unit shall make every reasonable attempt to limit absences for personal reasons to personal business that cannot be transacted at any other time. Except in cases of emergency, requests with reasons must be submitted in writing to their supervisor, not less than two (2) days in advance.

**C. BEREAVEMENT**

All employees may be absent with full pay up to five (5) consecutive working days on each occasion of the death of a member of his/her immediate family (parent, sibling, spouse, child, parent-in-law), commencing on the day following the death. All employees may be absent with full pay for up to two (2) consecutive working days on each occasion of the death of a grandparent, commencing on the day following the death. 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. If a death in the immediate family occurs during an employee's vacation period, absence will be covered under the provisions of this section and not under Article 8 Paragraph C, Vacations.

**ARTICLE 8  
WORK DAY/WORK YEAR**

- A. The work year for members shall be as follows:

1. For the Director of Facilities, the Assistant Director of Facilities and the Transportation Director, and the Director of Food Services, the work year shall consist of 52 weeks.

**B. HOLIDAYS**

The Managers will be granted the following paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veterans' Day
Floating Holiday*	Thanksgiving Day
Good Friday	Day after Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

\*To be taken on a non-school day between February 12 and August 15.

When one of these holidays falls on a Sunday, or when school is held on one of the holidays listed above, the holiday shall be observed on another day designated by the Administration. Such designation shall occur at the time that the school calendar is set.

Holidays occurring during sick leave or vacation leave shall not be counted as a day of sick or vacation leave.

C. VACATIONS

1. Each full time employee of the unit shall be entitled to two (2) weeks vacation leave with pay each year from the beginning of the first year through the third year of service.
2. Full time employees of the unit shall be entitled to three (3) weeks vacation leave with pay from the beginning of the fourth year through the sixth year of service.
3. Full time employees of the unit shall be entitled to four (4) weeks vacation leave with pay beginning the seventh year and thereafter.

For the purpose of the section, years of service will be computed on a monthly basis commencing on the date of employment with the twelve months of service equal to one year. Vacations shall be scheduled so as to meet the operational requirements of the school system and preference of the employee.

**ARTICLE 9  
RETIREMENT**

A. RETIREMENT

1. Employees of the unit are required to participate in the Pension Plan adopted by the Court of Common Council, City of Meriden, on August 7, 1972 and as amended effective January 1, 2011.

**ARTICLE 10  
MILEAGE**

A. MILEAGE

1. The Board agrees to pay the Internal Revenue Service rates (per mile), in effect during the term of this contract, as reimbursement for the use of personal vehicles for school connected activities upon the submission to and approval by the Superintendent of a monthly mileage report. Mileage shall be determined from the employee's principal work place or from the central office if the employee has no principal work place.

**ARTICLE 11  
AGENCY SHOP**

A. AGENCY SHOP

1. All employees who become members of the Federation may remain members of the Federation for the duration of this Agreement.
  
2. The Board agrees to deduct dues, as certified by the President of the Federation, from the salaries of all employees covered by this Agreement who submit to the Board a written authorization for such dues deduction. The Board shall make such deductions from the employees' salaries and forward such dues to the Federation. The Board agrees to deduct monthly representation fees as certified by the President of the Federation, from the salaries of all employees covered by this Agreement who submit to the Board a written authorization for such deduction. The Board shall make such deductions from the employees' salaries and forward such fees to the Federation. The Federation shall hold the Board harmless against any and all claims, demands, liabilities lawsuits, counsel fees, or other costs which may arise out of or by reason of actions taken by or against the Board as a result of the administration or enforcement of this Article.
  
3. Representation fees shall be determined by the Federation subject to and in accordance with the following conditions:
  - (a) Representation fees shall be determined on a yearly basis.
  
  - (b) Representation fees shall be determined as of September 15 of each year. Such fees shall be based on the actual costs of collective bargaining, the processing of grievances and contract administration. The Federation shall furnish all financial information relevant to the computation of an appropriated service fee to non-members upon request.

**ARTICLE 12  
GRIEVANCE PROCEDURE**

**A. DEFINITION**

1. A “grievance” shall mean a violation of a specific term or terms of this Agreement.
2. “Days” shall mean calendar days. If any deadline date under this provision falls on a weekend or holiday, such dates shall be extended to the next following weekday.
3. “Administrator” shall mean any member or members of the bargaining unit.

**B. TIME LIMITS**

1. The time limits indicated herein are maximums. All efforts should be made to communicate and resolve grievances in as short a time span as possible.
2. Time limits may be extended by mutual agreement in writing.
3. Failure by an administrator to initiate communication within the specified time limit shall result in a waiver of the grievance.

**C. INFORMAL PROCEDURE**

1. An administrator who feels aggrieved shall first initiate communication with his/her immediate supervisor in order to resolve the grievance informally.

**D. FORMAL PROCEDURE**

1. Superintendent
  - (a) A written grievance must be filed with the Superintendent, in writing, and contain at least the following information within twenty (20) days of the time the administrator knew or should have known of the action or condition which gave rise to the contract violation:
    - i. The name of the grievant(s).
    - ii. The date(s) on which the alleged act or condition occurred.
    - iii. The specific paragraph of this Agreement which is alleged to have been violated.
    - iv. A specific description of the act or conditions in issue.
    - v. The requested remedy.
  - (b) Failure to file a written grievance containing all of the above information within twenty (20) days of the time the administrator knew or should have known of the action or condition which gave rise to the violation shall

constitute a waiver of the grievance.

- (c) Within ten (10) days of the receipt of the written grievance, the Superintendent shall meet with the aggrieved administrator in an effort to resolve the grievance. The aggrieved administrator may request that the Federation President or his designee attend this meeting.
- (d) Within five (5) days of the meeting, the Superintendent shall render a written decision to the administrator and the Federation President.

2. Board of Education

- (a) If the grievance is not satisfactorily resolved at the Superintendent level, or if no decision has been rendered within the specified time, the administrator, through the Federation President, may request a meeting with the Board of Education to discuss the grievance. Such request shall be made in writing to the President of the Board within fifteen (15) days of the formal grievance meeting with the Superintendent. Such request shall contain a copy of the initial written grievance and a copy of the Superintendent's decision, if any. A copy of this grievance shall be submitted to the Superintendent at or prior to the time it is submitted to the Board President. The grievance submitted to the Board President shall contain no new matters, but merely a statement that the administrator is appealing the within contained grievance from the Superintendent level. Failure to follow the above-noted procedure and form shall result in a waiver of the grievance.
- (b) The Board shall meet with the aggrieved administrator and the Federation President or his/her designee within twenty (20) days of the receipt of the written appeal in an effort to resolve the grievance.
- (c) The Board shall render its decision in writing within ten (10) days of that meeting to the aggrieved administrator and the Federation President.

3. Arbitration

- (a) If any grievance is not satisfactorily resolved at the Board of Education level, the Administrator or group of Administrators may, subject to the approval of the Federation, file a demand for arbitration in writing to the American Arbitration Association within ten (10) days of receipt of the Board's decision. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association. The decision of the arbitrator shall be rendered within thirty (30) days of the date of the close of the hearings and shall be final and binding on both parties. The cost of the services of the American Arbitration Association and the Arbitrator shall be shared equally by the Board and the Federation.

**ARTICLE 13  
DISCIPLINE**

A. DISCIPLINE

Employees shall not be suspended without pay or discharged except for just cause. All written forms of discipline shall state the reason for the discipline and a copy shall be given to the employee at the time of discipline

**ARTICLE 14  
SALARY SEVERANCE**

A. TERMINATION

A member of the unit who wishes to terminate employment with the Board of Education shall submit a two (2) week written notice to his/her immediate supervisor and the Director of Personnel. An employee who separates under honorable circumstances or who retires according to the Rules and Regulations established by the Board, shall be entitled to compensation in a lump sum of his or her unused sick leave which has been accumulated not to exceed one hundred and twenty (120) days, effective immediately. The compensation shall be one-half the rate of compensation earned by the employee at the time of his/her separation or retirement. An employee who retires according to the Rules and Regulations established by the Board with at least fifteen (15) years of service for the Board of Education, 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 sixty (160) days. The compensation shall be one-half of compensation earned by the employee at the time of his/her separation or retirement.

**ARTICLE 15  
LONGEVITY**

The Parties have agreed to eliminate longevity payments to employees. In lieu of longevity payments, the Board will add \$600 to each wage schedule in the agreement effective July 1, 2019. This \$600 will be added prior to any general wage increases effective July 1, 2019 are applied. The wage increases effective July 1, 2020 and July 1, 2021 will also be applied to the increased wage schedule (which includes the \$600 increase).

**ARTICLE 16  
VACANCIES**

A. VACANCIES

1. Vacancies shall be announced to present staff members 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.

**ARTICLE 17  
CONTRACT DISTRIBUTION**

A. CONTRACT DISTRIBUTION

1. The Board will provide each employee with a copy of this Agreement within a reasonable time period after the signing of this Agreement. The Board will provide new employees with a copy of this Agreement at the time of hire. The cost of reproducing this Agreement will be equally shared by the Board and the Federation.

**ARTICLE 18  
STIPENDS**

A. REGISTERED DIETICIAN STIPEND

1. The Board will pay a stipend of \$2,000 per year to the Director of Food Services if the employee is a Registered Dietician. The employee must provide the Board with verification of such designation. This stipend shall be paid the first paycheck in July.

B. DIRECTOR OF FOOD SERVICES STIPEND

1. The Director of Food Services will receive a travel stipend of \$225 monthly

C. DIRECTOR OF TRANSPORTATION STIPEND

1. The Director of Transportation will receive an annual stipend of \$5,000 for working extended hours required for services related to the needs of the Extended Day Elementary Schools, to be paid the first paycheck in July.

D. MASTER’S DEGREE

1. Any employee who possesses a Master’s Degree as of July 1, 2019 shall receive a stipend of \$2,500 annually, to be paid the first paycheck in July. Those employees who obtain a Master’s Degree after July 1, 2019, will need preapproval from the Board to ensure alignment of the degree with work associated in the district in order to receive the stipend.

**ARTICLE 19  
DURATION**

A. DURATION

1. July 1, 2019 - June 30, 2022

2. This Agreement shall remain in force until such time as a successor Agreement shall have been reached.

MERIDEN BOARD OF EDUCATION

BY \_\_\_\_\_

DATE \_\_\_\_\_

MERIDEN FEDERATION OF NON-CERTIFIED SUPERVISORS, LOCAL #42D

BY \_\_\_\_\_

DATE \_\_\_\_\_

**APPENDIX A  
SALARIES**

	<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>
Director of Facilities	<b>\$109,134.95</b>	<b>\$111,317.65</b>	<b>\$113,432.68</b>
Assistant Director of Facilities	\$75,810.10	\$77,326.30	\$78,795.50
Director of Food Services	\$98,213.62	\$100,177.89	\$102,081.27
Transportation Director	\$77,650.75	\$79,203.77	\$80,708.64

## **APPENDIX B**

### **INSURANCE**

#### **CONTRACT YEARS 2019-2022**

1. The following health insurance and prescription coverage is available to members of the bargaining unit, their spouses and their children (including unmarried children up to the age of nineteen (19) unless in school full-time, then until the age of twenty six (26), or as otherwise provided by federal law) according to their enrollment based upon the provisions set forth herein below:

#### **Health Insurance Program:**

- a. 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 as follows:
  - i. 2019-2020: employer funding will occur on or about July 1, 2019.
  - ii. 2020-2021: employer funding will occur on or about July 1, 2020.
  - iii. 2021-2022: employer funding will occur on or about July 1, 2021.

(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: the current Cigna co-pay plan with a premium contribution rate as described below.
- c. The HDHP-HSA Plan will be the sole insurance option for the duration of this contract, except that 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.
- d. To be eligible to receive medical and dental insurance benefits set forth in this Article, the employee shall annually contribute the following percentages toward the total premium cost:

<u>HDHP-HSA</u>		<u>Co-Pay Plan</u>
July 1, 2019	15.5%	20.5%
July 1, 2020	16.5%	21.5%
July 1, 2021	17.5%	22.5%

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.

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.

If the total cost of a group health plan or plans offered under this contract triggers an excise tax under Internal Revenue Code Section 4980I, or any other local, state or federal statute or regulation, the parties agree that they shall negotiate the impact of the excise tax.

The Board of Education shall implement a Section 125 premium conversion plan for such contributions. The Board shall contribute the remaining portion of the cost for these benefits.

For HSA-ineligible employees, CIGNA Open Access Plus Plan as implemented by the City of Meriden, effective February 1, 2011 shall remain as outlined below.

a. Prescription Drug Benefits:

- \$10.00 co-pay for generic prescription drugs
- \$15.00 co-pay for preferred brand name prescription drugs
- \$25.00 co-pay for non-preferred brand name prescription drugs

Retail and mail order purchases of prescriptions are subject to the applicable 3-tier co-pay

Retail purchases of prescriptions are limited to a 34-day supply or 100-unit dose (whichever is greater) for a single co-pay

Mail order purchases of prescriptions provide for a 100-day supply for a single co-pay

- b. Office visit co-pays:
  - Office visit co-pay = \$15.00
  - Urgent care co-pay = \$25.00
  - Emergency room co-pay = \$50.00
  
- c. Dental:
  - CIGNA Dental PPO Radius Network and unmarried dependent children rider.

2. Effective July 1, 2020, the Express Scripts National Preferred RX formulary be in place for both the HDHP-HSA Plan and the CIGNA Open Access Plus Plan.