

**AGREEMENT BETWEEN THE
BROOKLYN BOARD OF EDUCATION**

AND

**CHAPTER 79 OF LOCAL 1303
OF COUNCIL #4,
AFSCME, AFL-CIO**

**July 1, 2021
to June 30, 2024**

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
I	Recognition	1
II	Union Security	1
III	Seniority	2
IV	Hours of Work, Overtime & Holiday Premium Pay	5
V	Holidays	7
VI	Vacations	9
VII	Leave Provisions	11
VIII	Grievance Procedure	14
IX	Disciplinary Actions	15
X	Management Rights	15
XI	Wages	16
XII	Insurance	17
XIII	Miscellaneous	19
XIV	Fields and Grounds	22
XV	Savings Clause	22
XVI	Duration	22
Appendix A	Wage Schedules	23
Appendix B	Insurance Program	25

PREAMBLE

This Agreement is entered into by and between the Brooklyn Board of Education and/or its successor, hereinafter referred to as the "Board", and Chapter 79 of Local 1303 of Council No. 4 AFSCME, AFL-CIO, and/or its successor, hereinafter referred to as the "Union".

ARTICLE I **RECOGNITION**

The Board recognizes the Union as the sole and exclusive bargaining agent for collective bargaining over wages, hours and conditions of employment for a unit consisting of all employees (secretarial, custodial, cafeteria, paraprofessionals, building maintainer, assistant financial secretary and financial assistant) excluding employees who work on a seasonal basis, and all supervisors.

ARTICLE II **UNION SECURITY**

- 2.0 Dues - The Board agrees to deduct monthly dues, as specified by the Secretary of the Union, from the wages of all employees who individually and voluntarily authorize such deductions on the customary form.
- 2.1 The Union shall certify the amount of dues to the Board and each employee in January of each year. The Union agrees to hold the Board harmless for all claims, demands, suits, actions, or liabilities arising out of enforcement of Section 2.0 to 2.3 of this Article, including all expenses, costs, awards, and attorneys' fees, in any judicial, administrative, arbitral, settlement or other proceeding.
- 2.2 Dues Deduction - The deduction referred to in 2.0 shall be made by the Board at its convenience, but shall be made no less than twice each calendar month. The Union agrees to hold the Board harmless from damages or claims arising from the making of authorized deductions. Any claim against the Board for errors in the processing of deductions must be made within sixty (60) days of the alleged error.
- 2.3 Dues Remittance - The monthly dues remittance to the Union will be sent to the Offices of Council No. 4, AFSCME, AFL-CIO, along with a list of the employees from whose wages the deductions have been made.
- 2.4 Lockout/Strike - The Board agrees that there will be no lockout of any employee or employees during the life of the Agreement. The Union agrees that it will not call, authorize, instigate, sanction or condone any strike, sympathy strike*, work stoppage, slowdown or any action against the Board that would impede the proper functioning of the schools during the life of this Agreement.

- 2.5 Bulletin Board - At least one bulletin board shall be reserved at a suitable place in each building for the exclusive use of the Union for the posting of official Union notices or announcements. The bulletin board shall be provided and maintained by the Union, which shall be responsible for all materials posted. No improper, offensive or derogatory material shall be posted.
- 2.6 Contract Copies - The Board shall provide access to the contract to employees by posting the contract on the Board's website. Employees who do not have either personal computers, tablets, cellular telephones or printers may sign a form in Central Office requesting a paper copy of the contract. New employees shall be supplied a copy of the contract at the time of hire. The Council No. 4 Office shall be supplied with five (5) contracts at the time of signing. The Union agrees to bear one-half of the cost of printing or duplication and distribution.
- 2.7 PEOPLE Contribution - The employer agrees that any employee who elects to make a voluntary PEOPLE contribution may do so by payroll deduction, as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE III **SENIORITY**

- 3.0 Seniority List - The Board shall prepare a list of employees showing their seniority in length of service and deliver same to the Union on December 1st of each year. For the purposes of this contract, seniority is defined as length of continuous service from date of hire within a specific classification within the bargaining unit.
- 3.1 New Employees/Probationary Period - New employees shall serve a probationary period of forty-five (45) working days. During this period, probationary employees shall be subject to all provisions of this Agreement except seniority rights, leave and the grievance procedure in the event of disciplinary action or dismissal. All employees who have completed their probationary period shall acquire length of service for accrual purposes based on the date of their employment. The Board shall provide to the Union President the names, addresses, job class and start date of all new employees within fifteen (15) calendar days of date of hire.

3.2 Vacancies/New Positions

- (A) All vacancies and new positions shall be posted for a period of seven (7) working days on the District's website and bulletin boards to be provided for such purpose, prior to any action taken by the Board to fill such vacancies or new positions. Employees wishing to be considered for assignment to such vacancies or new positions may submit their request to the Superintendent in writing. Employees requesting consideration and who are not selected for such assignment in accordance with the provisions of this Agreement, may appeal the action through the grievance procedure.
- (B) Copies of the job posting and a list of the persons bidding for the job and the name of the successful applicant shall be sent to the Union Secretary upon request at the end of the posting period.

3.3 Filling of Vacancies/New Positions - All vacancies and new positions shall be filled within sixty (60) business days of the closing date of posting.

- (A) When a vacancy exists or a new position is created, the applicant with the necessary prerequisites and the greatest skill and ability shall be given the first opportunity to fill the position.
- (B) If, in the judgment of the Superintendent, two or more applicants have the necessary prerequisites and equal skill and ability, the most senior of such employees shall be given the position.
- (C) The person appointed to the vacancy or new position and the President of the Union shall be notified in writing of the appointment.
- (D) All vacancies and new positions shall be posted with the work shift and job area included.

3.4 Retention in Vacancy/New Position - When an employee is retained in a vacancy or new position for a probationary period of forty-five (45) working days, then s/he shall be considered qualified. If the Superintendent determines that the employee is not qualified for the new position, s/he shall be returned to his/her former position, or to a comparable position.

3.5 Layoffs - shall take effect as follows:

- (A) Probationary employees within classification - the employee with the least seniority first, etc.;
- (B) Part-time employees (less than 20 hours per week) within classifications - the employee with the least seniority first, etc.;

- (C) Employees working twenty (20) hours a week or more within classification- the employee with the least seniority first, etc., provided the more senior possesses the necessary qualifications to perform the duties associated with the position/assignment.
- (D) For the purposes of sections 3.0, 3.5 and 3.6, classifications shall be defined as custodian, assistant financial secretary, financial assistant, secretary, cafeteria worker, paraprofessional (including paraprofessional with associates degree), and building maintainer.

3.6 Seniority/Recall Rights

- (A) No seniority rights shall accrue while an employee is on layoff, but upon recall such employee shall be credited with the seniority s/he had on the date of layoff.
- (B) Laid off employees shall retain recall rights for one year from the date of layoff.
- (C) Laid off full time employees within classifications shall be recalled to available positions on the basis of seniority unless the position requires a specific qualification (e.g. ability to interpret). Failure to report for work within seven (7) days of written notice of recall to the last known address shall result in loss of recall rights.

3.7 Contractual Services - The Board shall not contract out bargaining unit work without prior consultation with the Union. If said contracting-out will result in layoff, position reduction or reduction in normal levels of overtime opportunities, the Board may not contract out bargaining unit work without prior bargaining with the Union.

ARTICLE IV
HOURS OF WORK, OVERTIME AND HOLIDAY PREMIUM PAY

4.0 Hours of Work - The Board reserves the right to change shift schedules by up to one hour after prior consultation with the Union. Shift schedule changes of more than one hour are permitted with the agreement of the Union.

The regular work week shall be as follows:

Custodians:

Day Shift	- 6:00 a.m. - 2:00 p.m.
Night Shift	- 1:30 p.m. - 9:30 p.m.
Summertime hours	- 7:00 a.m. - 3:00 p.m.

Summer hours shall commence the day after the last student school day in June and end ten (10) work days before the first teacher day at the start of the academic school year.

If a night shift custodian wishes to work a modified night shift on early dismissal days, the custodian may make such a request to his/her supervisor, who may approve such a request.

Secretaries:

If a secretarial employee wishes to work a modified shift on non-school days or during the summertime, the secretarial employee may make such a request to his/her supervisor, who may approve such a request.

All secretarial employees hours of work will be no earlier than 7:00 am and no later than 5:00 pm, as determined by the building supervisor.

Cafeteria Personnel:

The hours of cafeteria workers shall be set by the Superintendent each year. Changes in such hours during the school year may be made after consultation with the Union.

Paraprofessionals:

The hours of work shall be determined by educational program suitability and through the direction of the Superintendent.

4.1 Overtime and Holiday Premium Pay:

Time and one-half shall be paid for:

All hours actually worked in excess of forty (40) hours per week, or all hours worked on Saturdays, Sundays or holidays. For the purposes of calculating hours worked to achieve forty (40) hours in a week, holiday time shall be counted if an employee is regularly scheduled to work on a day which is a holiday. However, no employee shall be credited for unworked holiday time for the purpose of calculating hours per week for overtime eligibility purposes if s/he actually works on the holiday.

4.2 Overtime Assignment:

- (A) Full time employees shall be given preference on all overtime assignments.
- (B) Overtime shall be offered to qualified employees within the custodial, secretarial and financial assistant classifications as equally as is reasonably possible among employees in the same classification over the

course of the year. The Union will be given a list of overtime hours and hourly rates paid to each employee at the end of each fiscal year. Extra hours (straight time hours beyond those regularly scheduled) shall be equalized in the same manner, as is reasonably possible, taking into consideration both the assignment and/or the unique qualifications or skills in a classification.

- (C) At the discretion of the Administration, custodians may be assigned to planned activities occurring after six (6) p.m. on school property involving seventy-five (75) or more persons to properly protect the building and clean it after the activities. In the event the Administration does not assign a custodian to such a planned activity, any cleaning shall be done the next day by a member of this unit during their regular shift.
- (D) For the purpose of offering equitable opportunities for overtime work, if an employee is offered overtime work and does not avail himself/herself of the opportunity to work, the Board will be considered to have met its obligation to offer employees equitable opportunities for overtime work. To facilitate this process, on a monthly basis, the Board shall post and maintain an overtime list in each classification.
- (E) On inclement weather days when the Superintendent closes all school district offices for a full day and directs staff to stay home, all custodians, as essential personnel, shall be required to report to work during their normal shift times to assist with snow removal. Custodians who report to work so that the schools can re-open as soon as possible will be paid time and one half for all hours worked on snow removal. Failure to report for work at the regularly scheduled time or other report time as specified by a supervisor, or failure to call in, will result in the loss of one day's pay. In the event that the Property Services Manager modifies an employee's shift, and the employee cannot complete the rescheduled shift due to prior commitments, the employee shall be offered the opportunity to use personal time or vacation time to make up the missed hours on a date to be scheduled within two (2) weeks of the rescheduled shift.

4.3 Overtime Call-In Time - An employee called in to work at a time not contiguous with his/her regular scheduled working hours shall be paid a minimum of two (2) hours at one and one-half (1-1/2) times regular hourly wage rate. A minimum of one (1) hour at one and one-half (1-1/2) times regular hourly wage rate will be paid for scheduled work outside the normal working shifts (e.g. building checks, opening the building for a scheduled appointment).

4.4 Bargaining Unit Employees - All bargaining unit work will be done by bargaining unit employees available subject to provisions of 3.7 except that volunteers not directly employed or paid by the Board may be used by the Board, provided that

the use of such resources is not intended to decrease the full time services of bargaining unit members.

4.5 Part-time Employees

- (A) All permanent part-time employees shall receive the same hourly rate of pay as full-time employees in the same job classification.
- (B) All permanent part-time employees shall receive prorated holiday pay, prorated vacation pay, prorated sick leave and prorated personal days.

4.6 Employees in the classification of paraprofessional (including paraprofessionals with associates degree) shall be informed by August 1 of each year as to their tentative assignments, and confirmation of changes in these assignments, if any, will be provided by the Superintendent by the start of the school year. Employees shall be notified of changes in assignments at least two (2) weeks in advance when practicable.

4.7 The normal work year for ten month employees shall consist of a minimum of one-hundred and eighty (180) days. Notwithstanding the foregoing, if the Board holds school for students on a greater number of days in a particular school year, the work year for ten month employees shall conform to the number of days on which the Board holds school for students.

4.8 Paraprofessional employees normally assigned to assist specific students on student transportation shall be offered the opportunity to provide such assistance when students are in attendance at other schools during professional development days that are scheduled during the school year.

ARTICLE V
HOLIDAYS

5.0 Paid Holidays

- (A) The following holidays shall be observed as days off with full pay for all twelve (12) month employees:

New Year's Day	Martin Luther King Day
Presidents' Day	Good Friday
Memorial Day	July 4th
Labor Day	Columbus Day
Thanksgiving Day	Day After Thanksgiving
Christmas Day	Day after Christmas

One (1) other holiday to be determined annually, in writing, between the individual bargaining unit member and the administration or designee.

One additional day off with full pay, or one additional day's pay, to be determined by the administration.

- (B) The following holidays shall be observed as days off with full pay for all ten (10) month employees:

New Year's Day	Presidents' Day
Martin Luther King Day	Good Friday
Memorial Day	Labor Day*
Columbus Day	Thanksgiving Day
Christmas Day	

*In years when school is scheduled for students prior to Labor Day.

- (C) The maximum number of holidays with full pay shall be fourteen (14) for twelve (12) month employees and up to nine (9) for ten (10) month employees. Holidays other than those listed above may be substituted by the Board for those listed above.

5.1 (A) Holidays falling on Saturday shall be celebrated on the preceding day if school is not in session. If school is in session, the holiday will be taken at a time mutually agreed to with the Superintendent of Schools.

(B) Holidays falling on Sunday shall be celebrated Monday if school is not in session. If school is in session, the holiday will be taken at a time mutually agreed to with the Superintendent of Schools.

5.2 In order to receive holiday pay, all employees must work the day before and the day after the holiday. Employees on authorized leave approved by the Superintendent shall receive holiday pay.

5.3 (A) Whenever any of these holidays occurs while an employee is on approved sick leave in accordance with Article VII (Sick Leave), the holiday shall not be charged against the sick leave.

(B) If a holiday falls during an employee's vacation, the holiday shall not be charged against vacation leave.

ARTICLE VI **VACATIONS**

6.0 Vacations - Only twelve (12) month employees shall be entitled to vacation time. Ten (10) month employees shall work only when school is in session.

- (A) All current 12 month employees shall be eligible for vacation time according to the following schedule:

<u>Completed Years of Continuous Service</u>	<u>Vacation Eligibility</u>
1 st year of employment	Vacation will be calculated on a quarterly basis based upon a pro-rata accrual, with employees accruing three (3) days on July 1 st , three (3) days on October 1 st , two (2) days on January 1 st , and two (2) days on April 1 st . Any used, but not accrued, vacation time will be charged back to the employee, and deducted from the employee's final paycheck.
1 year to the end of 4 years	10 days annually, credited on July 1.
5 years to the end of 9 years	15 days annually, credited on July 1.
10 years to the end of 19 years	20 days annually, credited on July 1.
20 years or more	25 days annually, credited on July 1

- (B) For determining vacation eligibility, the work year commences July 1 of each year.
- (C) Employees will only be allowed to carry over up to sixty (60) hours of credited but unused vacation time from one work year to the next. Employees shall use any time carried over prior to using any newly credited vacation time. All carried over vacation time that is not used by the end of the next work year shall be forfeited. The Superintendent may, in his/her discretion, permit employees to carry over vacation in excess of the hours specified above.
- (D) All vacation requests shall be made at least 48 hours in advance of the planned vacation time. The Superintendent or designee shall respond within 24 hours of receipt of the request. Subject to the approval of the Superintendent, vacation time may be taken at any time during the fiscal year (July 1st through June 30th) except during the two (2) weeks prior to the opening of the school session, the first week of school, one (1) week prior to the close of the school year and the week of school closing for the year. In cases of emergency, employees may request time off during these periods. When vacation time is requested during the school year, an agreement must be reached between the Superintendent and the

employee so that the continuity of work is not disrupted. Seniority shall govern preference of vacation time.

6.1 Vacation Payout

- (A) Vacation pay shall be paid to an employee for carried over but unused vacation time and for accrued vacation time in the event s/he voluntarily terminates his/her service, provided ten (10) working days' notice of such voluntary termination has been given in writing to the employer.
- (B) In the event of the death of an employee, vacation pay for his/her carried over but unused vacation time and for accrued vacation time shall be paid to the spouse of the employee, if any, and if said spouse is not alive, to the children of said deceased employee. If the employee has neither a spouse nor children, the vacation pay shall be paid to the deceased employee's estate.
- (C) For the sole purpose of vacation payout, vacation time shall accrue at the rate of 1/12 the amount of his/her annual vacation days, as established in section 6.0 (A), for each month worked in his/her final work year.

For example:

- 1) An 11 year employee who has ten (10) unused carried over vacation days, and works from July 1 to December 31 before resigning, will receive vacation pay for 20 vacation days (10 [days] + (1/12 x 20 [days] x 6 [months]))
- 2) A 6 year employee who has seven (7) unused carried over vacation days, and works from July 1 to October 31 before resigning, will receive vacation pay for 12 vacation days. (7 [days] + (1/12 x 15 [days] x 4 [months]))

ARTICLE VII **LEAVE PROVISIONS**

7.0 Sick Leave

- (A) Each twelve (12) month employee shall earn fifteen (15) sick leave days each fiscal year (July 1 to June 30) and unused portions of that leave may be accumulated up to one-hundred eighty (180) days.
 - (1) Employees shall receive one and one-quarter (1 1/4) sick leave days per month of service. For employees hired on or before June 30, 2014 who are eligible for the benefit set forth in section 7.3, in the event of separation from service, twenty-two (22) working days shall equal one (1) month of service.

- (B) Each ten (10) month employee shall earn ten (10) sick leave days each school year (September 1 to June 30) and unused portions of that leave may be accumulated up to one-hundred and thirteen (113) days.
 - (1) Employees shall receive one (1) sick leave day per month of service. For employees hired on or before June 30, 2014 who are eligible for the benefit set forth in section 7.3, in the event of separation from service, eighteen (18) working days shall equal one (1) month of service.

7.1 Use of Sick Leave - Sick leave may be used in the following cases:

- (A) Personal illness or physical incapacity.
- (B) Enforced quarantine of the employee in accordance with community health regulations.
- (C) Up to ten (10) sick leave days per year may be used for illness or physical incapacity to any permanent resident of the employee's household in cases where the presence of the employee is essential.

7.2 Doctor's Certificate - A doctor's certificate may be requested by the Superintendent after five (5) consecutive working days of absence or after an absence of any duration if circumstances indicate possible abuse of sick leave.

7.3 Unused Sick Leave/Retirement - An employee hired on or before June 30, 2014 shall receive on the basis of his/her current rates, the following percentage of compensation for years of service for any of his/her unused accumulated sick leave. If the employee has notified the Board of his/her intention to retire by March 1 of any year, the Board shall pay any benefit due during the first pay period of the next fiscal year. If the employee does not provide such advance notice, the Board in its sole discretion may elect to pay one-half (1/2) of the amount due during the first pay period of the next fiscal year and to delay payment of the other one-half (1/2) of the amount due until the first pay period of the fiscal year after the one in which the first payment is made.

<u>Yrs. Service / %</u>	<u>Yrs. Service / %</u>	<u>Yrs. Service / %</u>
10-14 25	15-24 50	25-up 75

7.4 Additional Sick Leave - Nothing herein shall be construed so as to prohibit an employee from requesting additional paid sick leave from the Board in exceptional cases.

7.5 Bereavement Leave - Three (3) days bereavement leave with pay, if needed, shall be granted for death in the immediate family of an employee or the immediate family of his/her spouse. Immediate family for purposes of this clause

is defined as parents, grandparents, spouse, brother, sister, child, grandchild or a significant other, who is domiciled in the employee's household.

- 7.6 Injury Leave - Injury leave as distinguished from sick leave shall mean paid leave given to an employee due to absence from duty caused by an accident or injury that occurred while the employee was engaged in the performance of his/her duties. An employee absent due to such an injury shall be paid the difference between his/her regular pay and his/her compensation checks and such payments to end not later than six (6) months from the date of injury. Employees with accumulated sick leave may use such sick leave to the extent accumulated in one-third (1/3) day increments to make up the difference between compensation checks and regular pay for up to six (6) additional months.
- 7.7 Military Leave - Military leave shall be granted in accordance with applicable state and federal laws. Copies of orders to active duty shall be provided the Superintendent.
- 7.8 Union Conventions/Conferences - Union officials shall be allowed the required time as unpaid leave to attend official Union conventions and conferences. No more than two (2) union officials shall be authorized under this section and the time allowed shall not exceed three (3) days per year.
- 7.9 Leave of Absence - The Superintendent may, in their discretion, grant leaves of absence without pay or benefits, in accordance with this paragraph. Requests for such leave shall be made in writing and shall include the length of leave required. The employee's accumulation of sick leave shall be credited upon return, but no sick leave or other benefits shall accrue during such leave. Except as provided in this paragraph, employees are not authorized for unpaid leave.
- 7.10 Personal Leave - Each employee shall be granted up to four (4) days of paid leave annually for the following reasons.
- (A) Matters of a legal nature.
 - (B) Religious holidays.
 - (C) Situations of an extenuating nature as approved by the Superintendent.
 - (D) Attendance at funerals for persons not included in Section 7.5, in the discretion of the Superintendent.
 - (E) Up to two (2) days for any reason (confidential).

Requests will be made to the supervisor at least three (3) days in advance except in emergencies.

7.11 Workshops/Conferences

- (A) Upon request, and with approval by the Superintendent, employees shall attend workshops, conferences, seminars or other such beneficial educational offerings that may aid in the further understanding, productivity or suitability of their job classification.
- (B) Such attendance shall be considered as approved school business. Reasonable meal and participation fees shall be paid by the Board.
- (C) The Internal Revenue Service mileage rate shall be paid for any vehicle used on school business or directed by the Superintendent or Principal.

7.12 Tuition Reimbursement

The Board shall provide tuition assistance to employees who take courses required by the employer or by law or regulation, or, subject to the advance approval of the Superintendent, such courses that improve skills required in the employee's present job. A grade of C or higher is a prerequisite to Board-provided tuition assistance. The maximum amount of Board-provided tuition assistance shall be five hundred dollars (\$500) per employee per year with a maximum of two thousand-five hundred dollars (\$2500) for the bargaining unit per year.

7.13 Family and Medical Leave - The Board shall comply with the federal Family and Medical Leave Act ("FMLA") as codified under section 29 U.S.C. 2601 *et seq.*

ARTICLE VIII
GRIEVANCE PROCEDURE

- 8.0 For the purpose of this Agreement, the term "grievance" means any dispute between the Employer and the Union or between the Employer and the employees concerning the interpretation, application, claim of breach or violation of the specific provisions of this Agreement. The term "days" means business days.
- 8.1 Any such grievance shall be settled in accordance with the following grievance procedure:
- (A) Step 1 - Within ten (10) days of the day that the employee knew or should have known of the event giving rise to the grievance, the aggrieved employee with his/her Steward or Representative, if s/he so desires, shall present the grievance matter with his/her immediate supervisor.

- (B) Step 2 - If the grievance is not settled at Step 1, the grievance will be reduced to writing and submitted to the Superintendent within five (5) days of the Step 1 meeting. The Superintendent will give an answer to the Union and the employee in writing within five (5) days of receipt of the grievance. When a grievance is submitted in writing, it shall contain an explanation of the facts regarding the alleged violation as well as the specific contractual article violated.
 - (C) Step 3 - If the Union is not satisfied with the answer given by the Superintendent, it may elect within fifteen (15) days of receiving the Superintendent's decision to submit the grievance to arbitration to be resolved. The arbitration shall be either by the State Board of Mediation and Arbitration or the American Dispute Resolution Center (ADRC) at the Board's sole option. If the Board selects the ADRC, the Board shall pay the entire fee for the arbitrator. In the event arbitration takes place, the arbitrator's award shall be final and binding on all parties.
- 8.2 Nothing herein shall be construed as prohibiting an aggrieved party from handling his or her own grievance at steps 1 through 3, inclusive, of the above grievance procedure if he or she so desires, but no agreement shall be made that is contrary to any of the terms of this Agreement.
 - 8.3 The employer shall allow the Union Steward or officers the necessary time off (not to exceed two (2) hours per week) without loss of pay to resolve any such grievances. This limitation does not apply to time spent in grievance hearings above Step 1.
 - 8.4 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. The parties, by mutual agreement, may waive the time limits at any step of the grievance procedure, in writing.

ARTICLE IX
DISCIPLINARY ACTIONS

- 9.0 No employee shall be discharged or otherwise disciplined without just cause.
- 9.1 Except where circumstances justify otherwise, disciplinary actions shall follow this order: (a) verbal warning, (b) written warning, (c) suspension and (d) discharge.
- 9.2 All disciplinary actions excluding 9.1 (a) above may be subject to the grievance procedure.

- 9.3 The employer shall notify the Union, in writing, of any written disciplinary action taken against an employee. The Board will send a "cc" of the written discipline to the Union, which shall constitute appropriate notice to the Union as required by this section.

ARTICLE X
MANAGEMENT RIGHTS

- 10.0 The Board of Education has and will continue to retain, whether exercised or not, all of the powers specified in Conn. Gen. Stat. §10-220, which is incorporated herein by reference, and has and will continue to retain exclusively whether exercised or not, all of the rights, powers and authority not specifically relinquished, abridged, or limited by the provisions of this agreement; it shall have the sole right, responsibility and prerogative of management of all of the affairs of the schools and the direction of the working forces including but not limited to the following:
- A. To determine the care, maintenance and operation of its facilities and equipment used for and on behalf of the purposes of the Board of Education;
 - B. To establish or continue policies, practices and procedures for the conduct of school business, and from time to time, to change or abolish such policies, practices, or procedures, provided the employees are notified in writing of such changes;
 - C. To employ, transfer, or promote employees, to demote employees for just cause, or to lay off, terminate, or otherwise relieve employees from duty for lack of work, budgetary cuts or other legitimate reasons when it should be in the best interest of the Board or of the schools (which rights shall include the right to contract or subcontract Board operations);
 - D. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the schools; provided the employees are notified in writing of such rules;
 - E. To establish job descriptions and job classifications, and, from time to time, change such job descriptions and job classifications, and to ensure that incidental duties connected with departmental operations whether enumerated in job description or not, shall be performed by the employees;

- F. The above rights responsibilities and prerogatives are inherent in the Brooklyn Board of Education and the Superintendent of Schools and are not subject to delegation in whole or in part.

ARTICLE XI
WAGES

- 11.0 (A) The salary schedule/rates of pay and classifications of the present employees, as negotiated, are attached hereto as Appendix A and shall be considered as part of this contract.

11.1 Higher Classification Work

- (A) Employees assigned by the Superintendent to work in a higher classification for more than four (4) consecutive hours shall be paid at the rate of higher classification for the duration of that assignment.
- (B) Emphasis will be given in any selection to the seniority list when practical.
- (C) Paraprofessionals directed by the Administration to substitute teach for more than one hour a day shall receive an additional \$5.00 per hour worked starting with the second hour in any such work day, pro-rated for any partial hour.
- (D) Paraprofessionals who perform toileting duties with students in grades Kindergarten through grade 8, will receive an annual stipend of Two Hundred Dollars (\$200.00) per year, pro-rated for any partial year of service. This does not include those who work with Pre-K students, where toileting is considered part of paraprofessionals' responsibilities as part of the care of students. Such employees shall be designated at the beginning of the year by the Superintendent of Schools or designee.
- (E) Employees who perform translation services at the directive of an Administrator or designee for a PPT meeting, parent/teacher meeting and/or a student registration related matter shall receive a fifty dollar (\$50.00) annual stipend. Such employees shall be designated at the beginning of the year by the Superintendent of Schools or designee.

11.2 Longevity Payment

Longevity payments will be awarded based on completion of the requisite years of continuous service calculated from the employee's anniversary date. Longevity will be payable in one lump sum in the first payroll of the month following the anniversary date.

Twelve (12) Month Employees

<u>Yrs of Service</u>	<u>Amt</u>
10 - 14	\$500
15 + up	\$550

Ten (10) Month Employees

<u>Yrs of Service</u>	<u>Amt</u>
10 - 14	\$350
15 + up	\$425

Employees hired after July 1, 1996 will not be eligible for any longevity payments under this contract.

11.3 Wage Payments

All employees shall be required to utilize direct deposit. Employees shall be paid biweekly.

11.4 ParaPro Assessment test

The district will pay the testing fee for paraprofessionals who take the ParaPro assessment test required under the No Child Left Behind Act, reauthorized as Every Student Succeeds Act in 2015.

ARTICLE XII
INSURANCE

- 12.0 The Board shall provide the insurance plan(s) described in this Article as soon as practicable after the ratification of this Agreement, to the three categories of eligible employees listed below.

Category One:

Any employees who is regularly scheduled to work thirty (30) or more hours per week and his/her enrolled dependents, when such employee elects to enroll in the Board's insurance programs.

Category Two:

Any employee, hired on or before June 30, 2002, who is, as of June 30, 2002, regularly scheduled to work between twenty (20) hours per week and twenty-four (24) hours per week and is, as of June 30, 2002, enrolled in the below described insurance plan and remains continuously enrolled shall continue to be eligible for insurance (along with enrolled dependents).

Category Three:

Any employee, hired on or before June 30, 2017, who is, as of June 30, 2017, regularly scheduled to work between twenty-five (25) hours per week and thirty (30) hours per week and is, as of June 30, 2017, enrolled in the below described insurance plan and remains continuously enrolled shall continue to be eligible for insurance (along with enrolled dependents).

- (A) Eligible employees shall be offered a High Deductible Health Care Plan Design (HDHP Plan) with a Health Savings Account Feature as described in Appendix B.
- (B) Full Service Blue Cross Dental Plan including Rider 1, Additional Basic. The Board will extend dental benefits to eligible dependents up to age 26.
- (C) Life Insurance will be offered to employees upon hire in the amount of \$25,000.
- (D) Premium cost-sharing for all such insurance shall be as follows:

	All Insurances
	<u>Life/Dental/Medical</u>
a. 2021-2022:	17.0%
b. 2022-2023:	17.0%
c. 2022-2024:	17.5%

To the extent administratively possible, the Board shall deduct insurance premiums in equal parts from the paychecks of each employee, who is a participant in the above referenced insurance plan, with the understanding that doing so will cause the net amount of employees' paychecks to vary.

12.1 Insurance Carrier

The Board reserves the right to change insurance carriers for any of the above plans provided that plan or carrier will provide substantially equivalent benefits, coverage and administration, when considered as a whole, to those currently in place. The Board reserves the right to self-insure in whole or in part for any or all of the plans set out in this article. If the Board and the Union disagree that the changes proposed will provide coverages at least substantially equivalent to the expenses, coverages, benefits and administration described above when considered as a whole, the disagreements shall be subject to impartial binding arbitration as set forth in Article VIII, Section 8.1 of this Agreement, preferably before an arbitrator with experience and expertise in insurance matters. The Board and the Union must agree on the selection of any arbitrator. No changes shall be made until the arbitrator has rendered his/her award.

Notwithstanding any language in the contract to the foregoing, the Board may offer such alternatives to the health plans afforded under the language above as

in its discretion it deems advisable, and with premium cost sharing not to exceed the premium cost-sharing amounts found at section 12.0 above.

ARTICLE XIII
MISCELLANEOUS

13.0 Union Visitation - Representatives of the Union will be allowed to visit the employees at any time to discuss issues that may arise providing any such visit occurs outside of the employees' work hours, during the employees' lunch or other break from work, or with the prior approval of the Superintendent. Representatives of the Union must comply with all Board policies and procedures regarding safety, security and visitors on school property.

13.1 Secretaries

- (A) On days when school sessions are cancelled because of inclement weather, the office staff shall not be expected to report for work, but shall be available in the event, weather conditions permitting, attendance at work is so indicated by the Superintendent. If the employee has a concern that local travel conditions in his/her area will prevent reporting for work safely, the employee may call in to report the unsafe conditions to his/her supervisor, and may use personal or vacation leave for the absence. Failure to report for work after call-in, when traffic conditions permitting, or to call in as described in this paragraph, will result in the loss of one day's pay.
- (B) Employees will be released after all pupil needs have been served. No deduction in pay will result on any release day.

13.2 Custodians

- (A) Free Lunch Day custodians supporting the lunch program may consume lunches that have not been purchased by students.
- (B) Reporting for Work - If a custodian cannot report or expects to be late for work, s/he must notify the Superintendent or his/her designee as early as possible with the reason for absence stated.
- (C) No custodian may leave work early without prior notice to and approval by the Superintendent or his/her designee.
- (D) The Board will provide each fulltime custodian and maintenance employee with a purchase credit of up to two hundred dollars (\$200) per year for the cost of safety shoes. In order to access the credit, the employee must use the vendor(s) specified by the Board.

- (E) Upon ratification of this agreement, the Board shall provide each custodian 5 (non-polo) Brooklyn BOE shirts, 5 pants and one (1) sweatshirt to be worn during work hours. During non-student summer work days, custodians shall be allowed to wear shorts unless job duties require more protective clothing (e.g., pants) to ensure OSHA compliance.

13.3 Cafeteria Personnel

- (A) Free Lunch Cafeteria employees may consume lunches that have not been purchased by students.
- (B) Absence From Work - Cafeteria employees must call the Director of Food Service when they expect to be absent from work and the reasons for absence clearly stated as per contract. The Director of Food Service will be responsible for the calling of substitutes to replace absent cafeteria employees.
- (C) Inclement Weather - On days when school sessions are delayed or students are released early because of inclement weather, the cafeteria staff shall be expected to work their normal shift, unless modified by the Director of Food Service. If the employee has a concern that local travel conditions in his/her area will prevent the employee from working the full shift, the employee may call in to report the unsafe conditions to Director of Food Service, and may use personal leave for any portion of the missed shift. Failure to report for work at the regularly scheduled time or other report time as specified by the Director of Food Service, or failure to call in as described in this paragraph, will result in the loss of one day's pay.

13.4 Paraprofessionals

- (A) Where possible, paraprofessionals shall not be required to change diapers without another adult present. Subparagraph 13.4(A) shall not be subject to the grievance procedure.
- (B) If a paraprofessional is required by his/her supervisor to attend a staff development session or other mandatory training session, such employee shall be paid for all hours spent in attendance at such sessions.
- (C) In the event students are directed by the Administration to learn remotely on an inclement weather day, paraprofessionals may also be directed to work remotely. In the event such remote work is required, such days shall be counted as part of the paraprofessional work year.
- (D) The Administration shall make every effort to notify paraprofessionals of their assignments by August 15th of each school year. The parties

recognize that assignments are subject to change during the course of the year to meet the educational needs of students.

(E) Professional Days

- (1) Professional days are a matter of school related training/educational experiences as approved by the Superintendent of Schools in writing in advance and as such shall not be deducted from personal days.
- (2) Such professional days shall be used for school related training/educational experiences related to the paraprofessional's assignment. Any paraprofessional who believes that specific school related training/educational experiences would be beneficial or desirable are encouraged to suggest same to his/her supervisor, who may make recommendations to the superintendent for approval of such activities when reasonable and within budgetary restrictions.

- 13.5 Lunch Period - All employees shall receive a paid twenty (20) minute lunch break.
- 13.6 With permission of the Superintendent, union meetings may be held on school property outside of the student school day. If a union meeting is scheduled during an employee's regularly scheduled working hours, the employee may request permission from his/her supervisor to attend. If such permission is granted, any time spent at such union meeting shall be unpaid.
- 13.7 Employee breaks will be scheduled by the administration or designee and shall not exceed fifteen (15) minutes.
- 13.8 Employees in programs cancelled or reduced due to delayed openings or early closures who do not make up those days at a later date shall be entitled to use personal leave.
- 13.9 Employees shall be notified of their sick leave, vacation time, and personal leave, once within thirty (30) days of the beginning of the school year, and once during the month of March.
- 13.10 The Board shall establish a Labor-Management Relations Committee consisting of two (2) administrative and/or Board representatives designated by the Superintendent, the Superintendent, and two (2) representatives designated by the Union. The purpose of the committee shall be to discuss issues of concern to the Board, the administration and to the Union with the goal of sharing information and viewpoints on such issues. The discussions of the committee shall not constitute negotiations.

ARTICLE XIV

FIELDS AND GROUNDS

- 14.0 Notwithstanding any provisions in the bargaining agreement to the contrary, the Board may permit the Town of Brooklyn to assume responsibility for the primary maintenance and care of the lawns, fields and outdoor areas of the school grounds. The Board's exercise of this right shall not cause a reduction of normal work hours for its current custodians.

ARTICLE XV SAVINGS CLAUSE

- 15.0 If any section, sentence, clause or phrase of this Agreement shall be held for any reason to be inoperative, void or invalid, the validity of the remaining portion of this Agreement shall not be affected thereby.

ARTICLE XVI DURATION

- 16.0 The provisions of this Agreement shall take effect on July 1, 2021 and remain in full force and effect through June 30, 2024, inclusive, and from year to year thereafter unless either party notifies the other, in accordance with MERA, that it wishes to modify the Agreement.

This contract contains full and complete Agreement between the Board and the Union on all negotiable issues and neither party shall be required, during the term of this contract, to negotiate upon any issues whether covered or not covered in the contract. This agreement may only be modified by mutual agreement and in a writing signed by the Board and Union.

APPENDIX A
NEGOTIATED HOURLY WAGE/SALARY AGREEMENTS
OF BOARD OF EDUCATION EMPLOYEES

	Step	2021-22	2022-23	2023-24
Custodian	1	21.88	22.37	22.87
	2	22.54	23.05	23.57
	3	23.18	23.70	24.23
Asst. Financial Secretary	1	23.33	23.85	24.39
	2	24.02	24.56	25.11
	3	24.67	25.23	25.80
Secretary	1	21.05	21.52	22.00
	2	22.35	22.85	23.36
	3	23.65	24.18	24.72
Cafeteria Workers	1	16.61	16.98	17.36
	2	17.06	17.44	17.83
	3	17.58	17.98	18.38
Paraprofessional	1	17.31	17.70	18.10
	2	17.80	18.20	18.61
	3	18.35	18.76	19.18
Paraprofessional with Associates' Degree	1	18.19	18.60	19.02
	2	18.72	19.14	19.57
	3	19.26	19.69	20.13
Building Maintainer	1	26.34	26.93	27.54
	2	27.13	27.74	28.36
	3	27.90	28.53	29.17
Paraprofessional Clerk		19.19	19.62	20.06
Financial Assistant with degree	1	26.64	27.24	27.85
	2	28.65	29.29	29.94
	3	30.17	30.85	31.54
Financial Assistant without degree	1	25.13	25.70	26.28
	2	27.14	27.75	29.29
	3	28.65	28.37	29.95

Employees eligible for step movement shall advance on step on July 1st of each year of the contract.

New employees shall be placed at step 1. However, if the Superintendent determines that the new employee's experience, qualifications and performance merit a higher initial placement, the higher placement shall take effect at the close of the new employee's probationary period.

In years when increment is negotiated, on July 1st of the fiscal year, employees who have completed at least one full year of employment shall advance one step after completing one (1) year of employment. Employees who have reached the maximum

step shall only receive a general wage increase, for years in which an increase is negotiated.

In witness whereof, the parties have set their hand this the 1 day of July, 2021.

For the Board of Education:

Mae Lyons

For the Union:

Marietta S. Jones

APPENDIX B
INSURANCE PROGRAM
(For informational purposes only)

This attached insurance matrix document contains summaries and descriptions of various insurance benefits. It is agreed and understood by the parties that the insurance descriptions contained in this Agreement and the matrix are descriptive only and are not insurance policies. All questions or issues concerning insurance coverage and related matters shall be determined by reference to the actual insurance policy documents issued or possessed by the insurers. In the event of error or misstatement in this Agreement or the matrix, the policies shall always prevail.

**High Deductible Health Care Plan Design with a Health Savings Account Feature
(HDHP Plan)**

The Board will contribute a percentage of the applicable HSA deductible amount, as set forth below. For 10 month employees, the Board's contribution toward the HSA deductible will be deposited into the HSA accounts on or around the first payroll after September 1st and the first payroll after January 1st. For 12 month employees, the Board's contribution toward the HSA deductible will be deposited into the HSA accounts on or around the first payroll after July 1st and the first payroll after January 1st. For employees not eligible for an HSA account, and enrolled in the HDHP, the Board shall make the monetary value of the Board contribution to the applicable deductible amount as compensation to the employee. The parties acknowledge that the Board's contribution toward the funding of the HSA (or additional compensation in lieu of an HSA contribution) is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for active employees. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment.

2021-2024 50%

If a 10 month employee has a documented medical need during the summer months, he or she may apply to the Superintendent for early funding, which request the Superintendent shall grant for documented medical expenses occurring prior to September 1st.

**High Deductible Health Care Plan Design with a Health Savings Account Feature
(HDHP Plan)**

	In-Network	Out-of-Network
Annual Deductible (individual/aggregate family)	\$2,500/5,000	
Co-insurance	N/A	30% after deductible up to co-insurance maximum
Cost Share Maximum (individual/aggregate family)	\$5,000/10,000	
Lifetime Maximum	Unlimited	Unlimited
Preventive Care	Deductible not applicable	30% co-insurance after deductible, subject to co-insurance limits
Prescription Drug Coverage	Subject to Deductible then: Retail (30 day) \$10 tier 1/\$25 tier 2/\$40 tier 3 Mail Order (90 day): \$10 tier 1 /\$50 tier 2/\$80 tier 3	30% co-insurance after deductible, subject to co-insurance limits