

# **AGREEMENT**

Between the

**BROOKFIELD BOARD OF EDUCATION**

and the

**BROOKFIELD EDUCATIONAL SECRETARIAL  
ASSOCIATION**

**Chapter of Local 136-08**

**International Federation of Professional & Technical Engineers  
A.F.L.-C.I.O.**

July 1, 2017 - June 30, 2020

## TABLE OF CONTENTS

	Page
ARTICLE 1 BOARD OF EDUCATION RIGHTS	1
ARTICLE 2 RECOGNITION OF AGREEMENT	1
ARTICLE 3 PAY RATES	1
ARTICLE 4 LONGEVITY	2
ARTICLE 5 HOURS AND WORKING CONDITIONS	2
ARTICLE 6 SELECTION	2
ARTICLE 7 VACANCIES	3
ARTICLE 8 NEW EMPLOYEES	3
ARTICLE 9 TRANSFERS	3
ARTICLE 10 SENIORITY	3
ARTICLE 11 LAYOFF/RECALL	4
ARTICLE 12 DISCIPLINE	4
ARTICLE 13 OVERTIME	5
ARTICLE 14 PAY SCHEDULE	5
ARTICLE 15 RESIGNATIONS	5
ARTICLE 16 SNOW/STORM DAYS	5
ARTICLE 17 HOLIDAYS	5
ARTICLE 18 PAID TIME OFF BENEFITS	6
ARTICLE 19 SICK LEAVE	8
ARTICLE 20 LEAVES OF ABSENCE	9
ARTICLE 21 WORKERS' COMPENSATION	9
ARTICLE 22 THE FAMILY AND MEDICAL LEAVE ACT	9
ARTICLE 23 JURY DUTY	9
ARTICLE 24 INSURANCE BENEFITS	10
ARTICLE 25 PENSION PLAN	13
ARTICLE 26 GRIEVANCE PROCEDURE	13
ARTICLE 27 NON-DISCRIMINATION	15
ARTICLE 28 ASSOCIATION SECURITY AND DUES	15
ARTICLE 29 SAVINGS CLAUSE	15
ARTICLE 30 CONTRACT DURATION	16
ARTICLE 31 HOLDOVER CLAUSE	16
ARTICLE 32 TRAINING	16
EXHIBIT A HOURLY RATES OF PAY	18



The Brookfield Board of Education (the "Board") and Brookfield Educational Secretarial Association, Chapter 136-08, of Local 136, International Federation of Professional & Technical Engineers, AFL-CIO (the "Association") agree as follows:

## **ARTICLE 1        BOARD OF EDUCATION RIGHTS**

1.     The Association recognizes that the Board has and will continue to retain, whether exercised or not, the sole right, responsibility and prerogative to direct the operation of the public schools in the Town of Brookfield in all its aspects, including but not limited to the following: to assign all work to employees or other persons; to select, hire, demote and promote employees; to transfer and layoff employees; to determine work schedules and hours of work; to establish and continue policies, practices and procedures for the conduct of business and the management of operations; and, from time to time, to change or abolish such policies, practices or procedures. These rights, responsibilities and prerogatives shall not be exercised in a manner inconsistent with or in violation of the specific terms or provisions of this Agreement.
2.     Whenever the female form or the masculine form of any pronoun is used in this Agreement, it is understood that the reference includes both female and male.

## **ARTICLE 2        RECOGNITION OF AGREEMENT**

1.     The Board recognizes, under the provisions of Connecticut General Statutes, Sec. 7-468, the Association as the exclusive representative for the purpose of collective bargaining over wages, hours of work, benefits and other working conditions, except as noted herein, of all the regular employees of the Board engaged in clerical, secretarial or technical work in the public school system of said Town. Excluded from such representation are part-time employees who work less than 37-1/2 hours per week or less than eleven (11) months per year.
2.     This Agreement shall be in effect through June 30, 2020 and shall not be changed during its term without the agreement of both parties hereto.

## **ARTICLE 3        PAY RATES**

1.     The minimum and maximum hourly wages shall be set forth as Exhibit A attached hereto.
  - A.     An employee still within their 120-day probationary period as of July 1 must complete their probationary period prior to receiving their new rate. This new rate will be the percentage rate increase as described in this Article but will not be retroactive.
  - B.     If an Association employee believes they are consistently performing a significant number of duties in a higher classification they may make a

written request with supporting evidence to their Supervisor for a salary adjustment or classification upgrade. Such request will be forwarded to the Superintendent for a response. The Superintendent or his/her designee shall respond to the request in writing and copy the Association President.

- C. Employees shall be reimbursed at the IRS allowance rate for use of their own personal vehicles to conduct school district business when deemed necessary by the employee's supervisor in advance of such use.

#### **ARTICLE 4        LONGEVITY**

1. Longevity of service: Employees hired before September 1, 2010 earn longevity payments for years of completed service as an active employee in the Brookfield public school system according to the following schedule:

10 years through 14 years - \$500

15 years or more - \$1,500

2. Such payments shall be made no later than fifteen (15) days after his or her anniversary date in the bargaining unit. An employee who retires or resigns shall be paid a pro-rated longevity payment provided his or her last day of work is at least six (6) months past his or her anniversary date in the bargaining unit.

#### **ARTICLE 5        HOURS AND WORKING CONDITIONS**

1. The term full-time employees refers to secretarial, clerical or technical personnel hired as eleven (11) month (1,800 hrs. per yr.) or twelve (12) month (1,950 hrs. per yr.) employees.
2. The normal workday for full-time employees shall be 8 hours including a ½ hour unpaid lunch. The work year of eleven (11) month employees shall be determined by the employees' and building supervisor.
3. In the event that a given calendar year includes more than 240 work days (11 month employees) or 260 work days (12 month employees), employees will work and be compensated at their regular hourly rate for the additional day(s).

#### **ARTICLE 6        SELECTION**

1. Applicants shall be selected on the basis of training, experience, references, interview and examinations in various secretarial, clerical or technical skills. Credit may be given for experience or training deemed by the administration to be important for the job assignment.
2. No new person shall be hired at a rate exceeding the maximum salary rate for the classification. New employees shall be given a copy of the current job description.



A copy of the current contract shall be posted in the Board's website.

## **ARTICLE 7        VACANCIES**

1. Notice of vacancies will be sent to the Union president and dated and posted on the School District website for five (5) working days prior to any outside announcements. Upon notice of a job vacancy/new position, Association employees may submit application in the form designated in the posting for consideration to the Assistant Superintendent of Schools.
2. In the event an Association employee applies for and is selected to fill a vacancy within the same or higher job classification, she/he shall be paid not less than she/he was originally paid or at the rate of pay for the new position, whichever is greater.
3. The parties agree that the Board has the right to implement testing procedures for vacancies. The parties further agree that any such testing procedures may be reviewed upon request by the Union President prior to implementation, provided the confidentiality of the testing procedures is maintained.

## **ARTICLE 8        NEW EMPLOYEES**

1. Newly hired employees will serve a 120-calendar day probationary period. During the probationary period, the employee may be disciplined and/or terminated without recourse to the grievance procedure.
2. The Board shall notify the Union President of all new hires and their respective date of hire and employee terminations as they occur.

## **ARTICLE 9        TRANSFERS**

1. Association employees may submit written application for voluntary transfer to the Assistant Superintendent of Schools upon announcement of vacancies. Transfers shall be based on required qualifications and satisfactory past performance, as determined by the administration, as well as an interview with the prospective supervisor.

## **ARTICLE 10       SENIORITY**

1. Seniority shall be defined as the length of an employee's continuous full-time service with the Board from their date of hire within the association. There shall be no loss of service if the Association employee leaves the employ of the Board and subsequently returns to the bargaining unit within one (1) year.

## ARTICLE 11 LAYOFF/RECALL

1. *Layoff* - In the event it is necessary to reduce/eliminate clerical, secretarial or technical staff in the bargaining unit, the Association employee(s) and the Association shall be given at least thirty (30) days written notice of the impending layoff. Layoff schedule will be within the impacted job title as follows: First, all part-time, casual and seasonal employees. Next, the Association employee with the least seniority (as per Article 10). The impacted employee may displace an employee in the same or lower classification with less seniority based on required qualifications and satisfactory past performance, as determined by the administration, as well as an interview with the prospective supervisor.
2. *Recall* - The laid off employee shall be placed on a recall list for a job in the same or lower job classification than the job from which he or she was laid off. The Board shall fill each vacancy with a person on the recall list, as long as he or she is qualified as determined by the administration, in the order of seniority and recall rights shall be up to a maximum of twelve (12) months from the date of layoff. The union shall be provided with a copy of the recall list upon request. If a person is recalled to a vacancy which the employee or the supervisor feels he/she is unable to perform, either the employee or the supervisor has the option to refuse the rehire. The Association employee will remain on the recall list until he or she accepts or refuses recall to a job in the same or higher job classification than the classification the employee was in at the time of layoff, or his or her recall rights expire, whichever comes first.

A recalled Association employee shall be paid at the rate commensurate with the job to which he or she is recalled. No loss of accrued benefits or seniority shall occur for a recall to a vacancy. No new employee will be hired into the Association until all Association employees on the recall list that are qualified to do the work have been recalled.

## ARTICLE 12 DISCIPLINE

1. Non-probationary employees shall be disciplined, suspended, or discharged for just cause. For purposes of this contract, "discipline" means a written reprimand, suspension, demotion or discharge. Discipline shall be progressive and corrective in nature, except that progressive steps may be skipped as circumstances warrant in a particular case. A copy of any disciplinary action shall be given to the Association within one workday of when it is given to the employee and placed in the employee's personnel file. If there is a dispute between the Board and the Association to the existence of just cause, such dispute shall be subject to the grievance procedure of this Agreement.
2. An employee desiring to review his/her official personnel file shall be permitted to do so by making an appointment with the Superintendent's designated representative. No derogatory material shall be placed in the employee's personnel



file until the employee has been given a copy.

### **ARTICLE 13 OVERTIME**

1. If an Association employee is requested by his/her supervisor to work more than thirty-seven and one-half (37.5) hours in any one-week period or on a legal holiday, compensation shall be at a rate equal to one and one-half (1-1/2) times the regular rate of pay for each hour worked.

### **ARTICLE 14 PAY SCHEDULE**

1. All eleven (11) and twelve (12) month employees shall be paid on a bi-weekly basis by direct deposit. All employees shall timely complete such forms as are necessary to authorize such deposits. A schedule of pay dates shall be available by June of the preceding fiscal year.

### **ARTICLE 15 RESIGNATIONS**

1. A two-week notice of resignation shall be rendered to the immediate supervisor and Superintendent of Schools to allow time for replacement. Failure to provide such notice may result in a loss of paid time off and sick leave payout unless circumstances did not permit the opportunity to provide such advance notice.

### **ARTICLE 16 SNOW/STORM DAYS**

1. On days when school is closed by the Superintendent due to severe weather conditions, school office personnel will not be expected to work, with no loss of pay. In the event that the TSO offices are open, TSO staff will report for work as scheduled, unless excused by the Superintendent.

2. Emergencies other than storm days requiring delayed openings or early dismissals:

When an emergency or emergencies arise which would cause a delayed opening, Association employees should report to work at a time equal to the delay.

In the event of an early dismissal, Association employees may leave within a reasonable and safe amount of time after student dismissal, with the approval of their supervisor.

In the case of such early dismissal or delayed opening, all Association employees shall be paid their normal scheduled hours.

### **ARTICLE 17 HOLIDAYS**

1. Except when school is in session, 11 and 12-month full-time employees shall be granted the following fourteen (14) holidays with pay:

New Years Day	Floating Holiday
Lincoln's Birthday	Columbus Day
Washington's Birthday	Thanksgiving
Good Friday	Day after Thanksgiving
Memorial Day	Day before Christmas
Independence Day	Christmas
Labor Day	Martin Luther King Day

Holidays occurring on Saturday will be observed on the preceding Friday and holidays occurring on Sunday will be observed on the following Monday, except when school is in session on that Friday or Monday, in which case the holiday may be taken at the discretion of the supervisor. When a holiday occurs during the paid vacation of any employee, that employee shall be entitled to an additional vacation day with pay.

## ARTICLE 18 PAID TIME OFF BENEFITS

1. Full-time Association employees shall earn paid time off according to the schedules set forth below.
  - A. During the fiscal year in which the employee begins work, the employee shall earn paid time off. Except at the discretion of the administration for purposes of applying paid time off to school closing periods, this paid time off is not available for use until after it is earned. Effective July 1, 2013, the following table illustrates the number of days an employee shall earn during the fiscal year in which he or she begins employment if he or she remains employed until the end of that fiscal year:

<u>Date of Hire</u>	<u>12 Month Employee Days</u>	<u>11 Month Employee Days</u>
July 1st – September 15 <sup>th</sup>	10	8
September 16 <sup>th</sup> – October 15 <sup>th</sup>	9	7
October 16 <sup>th</sup> – November 15 <sup>th</sup>	8	6
November 16 <sup>th</sup> – December 15 <sup>th</sup>	7	5
December 16 <sup>th</sup> – January 15 <sup>th</sup>	6	4
January 16 <sup>th</sup> – February 15 <sup>th</sup>	5	3
February 16 <sup>th</sup> – March 15 <sup>th</sup>	4	2.5
March 16 <sup>th</sup> – April 15 <sup>th</sup>	3	2
April 16 <sup>th</sup> – May 15 <sup>th</sup>	2	1.5
May 16 <sup>th</sup> – June 15 <sup>th</sup>	1	1
June 16 <sup>th</sup> – June 30 <sup>th</sup>	0	0

- B. In the fiscal year following the fiscal year in which the employee begins work,



the employee shall earn paid time off according to the following schedule:

1. For all employees hired before September 1, 2010:

<u>Years of Completed Employment Service</u>	<u>PTO Days</u>
1 - 4	13
5 - 9	18
10 or more	23

2. Eleven month employees hired between September 1, 2010 and June 30, 2013 shall earn paid time off as follows:

<u>Years of completed service</u>	<u>Days</u>
1-4	10
5 or more	15

3. For all 12 month employees hired after July 1, 2013:

<u>Years of Completed Employment Service</u>	<u>PTO Days</u>
1 - 4	10
5 - 9	15
10 or more	20

4. For all 11 month employees hired after July 1, 2013:

<u>Years of Completed Employment Service</u>	<u>PTO Days</u>
1 - 4	8
5 - or more	12

- C. All bargaining unit members may use earned paid time off, not to be deducted from accumulated sick leave, by filing a request and receiving approval from the Superintendent or his/her designee for any of the following reasons:

1. Vacation
2. Marriage (self, children, parents, siblings and siblings of spouse)
3. Religious holidays which occur while school is in session (with at least one week prior notice)
4. Non-FMLA qualifying illness in the immediate family
5. Death in the family
6. Attendance at graduation exercises (self, spouse, son, daughter)
7. Personal matter
8. Other emergency and/or legal reason as approved by the Superintendent.

- D. Paid time off must be used in the fiscal year it becomes available and may not be carried over from year to year except upon approval of the employee's

immediate supervisor and the Superintendent.

2. All Association employees' PTO shall be arranged so as to ensure maximum building coverage and efficient school operations and must be approved by the Superintendent or his/her designee in advance. Association bargaining unit members who work in school offices will apply PTO to periods when school is not in session. Any exceptions must be upon the recommendation of the employee's supervisor with the final approval of the Superintendent. In the event the employee does not have enough accrued PTO in that fiscal year to cover school closing periods, the employee shall not be paid during school closings. Nothing herein is intended to permit employees without accrued PTO time to take unpaid leave during periods when school offices are open.

## ARTICLE 19      SICK LEAVE

1. Each Association employee shall be allowed leave with full pay each year as follows:
  - a. Employees hired on a twelve (12) month basis shall be entitled to eighteen (18) days leave with full pay each year cumulative to one hundred-fifty (150) days.
  - b. Employees hired on an eleven (11) month basis shall be entitled to fifteen (15) days leave with full pay each year, cumulative to one hundred-fifty (150) days.
  - c. Sick days will be applicable to periods of absence necessitated by physical disabilities which are pregnancy related in the same manner as to any other disability, said disability to be certified by a licensed physician as provided for by Connecticut General Statutes Section 46a-60.
  - d. In cases of suspected abuse, the Superintendent of Schools may require medical documentation to support claims of illness.
  - e. Upon application of the employee, the Superintendent may extend sick leave benefit time.
2. Any currently employed Association employee who has at least twelve (12) years of continuous full-time service in the Brookfield Public School System shall, upon termination of employment, receive compensation for all unused and accumulated sick leave which, in any event, shall be not more than one hundred-fifty (150) days, at the rate of thirty (\$30) dollars per accumulated day. In the event of the death of the employee, the unused sick leave compensation will be included in the final paycheck.
3. New Association employees will earn sick leave credit at the following rate for their first year of employment: twelve (12) month employees earn 1.5 days per month;



eleven (11) month employees earn 1.363 days per month.

## **ARTICLE 20      LEAVES OF ABSENCE**

1. Leaves of absence without pay may be granted at the discretion of the Board for up to one year for valid non-medical reasons, such as family crisis, or to further education, without loss of current position on the salary schedule prior to such leave.
2. Insurance coverage may be continued at the contract rate during the period of the leave at the Association employee's expense if the employee elects such coverage.
3. Authorized unpaid leaves of absence shall not be considered a break in continuous service. However, when such leave exceeds six (6) months, such unpaid leave shall not accrue toward existing seniority or longevity.

## **ARTICLE 21      WORKERS' COMPENSATION**

1. An employee who is absent due to injuries incurred in the performance of professional duties is eligible to receive Workers' Compensation lost time benefits. The Board shall pay the difference between Workers' Compensation benefits and the employee's regular base salary for not more than 13 weeks provided that no employee shall receive an aggregate income from Worker's Compensation and the amount the Board pays in excess of the net compensation he/she would receive if he/she were not disabled.
2. An employee disabled under Workers' Compensation for more than 13 weeks may, at his or her option, elect to receive makeup pay to the extent that such employee has accumulated sick leave. Such makeup pay shall be pro-rated and chargeable against the employee's accumulated sick leave, not to exceed the compensation the employee would receive if he/she were not disabled.

## **ARTICLE 22      THE FAMILY AND MEDICAL LEAVE ACT**

The Board will provide leave to all eligible employees in accordance with the Family and Medical Leave Act (FMLA). Such leave will run concurrently with all accrued leave (sick, paid time off) to the extent that the employee has accrued those days

## **ARTICLE 23      JURY DUTY**

1. Any employee called for jury duty shall promptly notify his immediate supervisor. If an employee performs jury duty, he or she shall receive leave and benefits in accordance with state laws. If jury duty is cancelled the employee is expected to report for work.

## ARTICLE 24 INSURANCE BENEFITS

1. The Board shall provide individual, two-person or family managed care health insurance coverage for each full-time employee who wishes to participate.
2. The Board shall offer full time employees the Connecticut State Partnership Plan 2.0 with penalties for noncompliance with wellness provisions, with amendments effective October 1, 2017.  
Annual premium sharing will be made by the eligible employee through payroll deduction of 21 equal payments, whereby the eligible employee will contribute the following sums toward premium costs of the applicable medical coverage:

<u>7/1/17 – 6/30/18</u>	<u>7/1/18 – 6/30/19</u>	<u>7/1/19 – 6/30/20</u>
13%	15%	16%

These premium share rates shall be based on the allocation rates if self-insured or premium rates if fully insured, in effect on July 1<sup>st</sup> of each year of the contract.

The Board may in its discretion discontinue offering employees medical benefits under the Connecticut Partnership Plan 2.0 and in the event it does so it shall offer employees benefits through a high deductible health plan with a \$2,000/\$4,000 deductible and \$15/\$25/\$40 prescription drug co-pays after the deductible is satisfied. If the Board discontinues offering employees benefits under the Connecticut Partnership Plan 2.0 and offers benefits under the high deductible health plan, as referenced above, the Board will contribute to the deductible cost to employees' health savings accounts each year through quarterly installment payments as follows:

- (i) In the first year the Board offers the high deductible health plan  
40%
- (ii) In the second year the Board offers the high deductible health plan  
40%
- (iii) In the third year the Board offers the high deductible health plan  
40%

Employees shall contribute the following percentage of premium costs for the high deductible health plan:

- (i) In the first year the Board offers the high deductible health plan 14.5%
- (ii) In the second year the Board offers the high deductible health plan  
16%
- (iii) In the third year the Board offers the high deductible health plan  
17%



3. Dental coverage with the following features: Diagnostic and preventive services payable at 100%. \$50 Individual and \$100 Family deductible per calendar year shared between Basic and Major services. Basic services payable at 80% and subject to deductible. Major services payable at 50% and subject to deductible. Maximum benefit of \$1,200 per person per calendar year.
4. Annual premium sharing will be made by the eligible employee through payroll deduction of 21 equal payments, whereby the eligible employee will contribute the following sums toward premium costs of the applicable dental coverage:

<u>2017-18</u>	<u>2018-19</u>	<u>2019-20</u>
13%	15%	16%

These premium share rates shall be based on the allocation rates if self-insured or premium rates if fully insured, in effect on July 1<sup>st</sup> of each year of the contract.

5. Eligible employees wishing to participate in the medical insurance program must complete and sign a participation agreement and payroll deduction form.
6. The insurance coverage shall be provided by the Board and the provided plan must be fully complied with by Association employees and health benefit participants. All applicable disincentives and penalties will be enforced.
7. The Board shall adopt an I.R.S. Section 125 Plan for Board provided health benefit premium sharing by Association employees. This plan shall be part of one (1) Brookfield School District-wide plan. I.R.S. regulations shall govern the administration of this plan. The Board makes no representations or guarantees as to the initial or continued viability of such a Salary Reduction Agreement, and shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax exempt status of employee insurance premium contributions. So long as the Board makes a good faith effort to comply with this paragraph, neither the Union or any employee covered by this Agreement shall make any claim or demand, nor maintain any action against the Board or any of its members, employees or agents for taxes, penalties, interest or other cost or loss arising from a flaw or defect in the Salary Reduction Agreement, or from a change in law which may reduce or eliminate the employee tax benefits to be derived therefrom.
8. Notwithstanding any other provision in this Agreement to the contrary, if the Board wishes to change the carriers, administrators or managed care organizations of the health insurance benefits listed in this Article, it must offer employees a plan which offers levels of benefits, as stated in the plan of benefits, that are comparable to or better than the level of benefits provided in the existing program and a provider network that has a 90% or better match of physicians (excluding other

providers) whom the bargaining unit members have encountered (visited) during the previous twelve (12) months. The employee association will be consulted regarding any proposed change in insurance carrier, administrator or managed care organization and the Board will provide to the Association, upon request, a report of the similarities and differences between the current and the proposed carriers in order to substantiate that the benefit level and network match. Any dispute regarding "comparable to or better" level of benefits or "90% or better match of physicians" shall be resolved in accordance with Article 26, Step Four (Arbitration) before the American Arbitration Association (AAA), in accordance with AAA Labor Dispute Resolution rules, prior to implementation of any such change, provided the Union files for arbitration within ten (10) working days of being provided the insurance comparisons by the Board. The fees for the arbitrator and court reporter (if any) shall be split equally between the parties. In any event, no change in carrier for a specific type of coverage will be made more frequently than once in any two (2) year period.

9. The Board will provide an Employee Assistance Program for Association employees.
10. The Board will pay 100% of the cost of Group Life Insurance coverage for each full-time employee covered by this Agreement in the amount of \$25,000 per year for the duration of this contract.
11. Long-term Disability Coverage. Association employees who become totally and permanently disabled are entitled to monthly benefit payments equal to sixty-six and two-thirds percent (66 2/3%) of their monthly salary in effect on their last day worked (i.e. the then current annual salary divided by twelve (12) up to a maximum benefit payment of \$2,500 per month in accordance with the policies and rules of the insurance provider and plan.
12. Election Not to Participate
  - a. Members of the Association may elect on an annual basis not to participate in the medical insurance program as described in this Article. Members who elect not to participate must sign an affidavit indicating that they are declining medical coverage for the year and that they are covered by other medical insurance. Those members who elect not to participate will be compensated at a rate of \$700. The benefit is payable in one lump sum no later than the last paycheck of June of each year.
  - b. Members who elect not to participate in the medical insurance program may re-enroll in the medical program during the year if they provide evidence to the Board that they are no longer covered by other medical insurance. The member would make the annual premium sharing contribution, pro-rated for the number of months of medical coverage. Re-enrolled members may not elect out of the medical insurance program again until July 1st.



## ARTICLE 25 PENSION PLAN

1. Any new employee governed by this contract must join the Town of Brookfield Employee Pension Plan. Contributions shall commence on the anniversary of their date of hire after twelve (12) months of continuous service. The Plan is a tax-qualified IRS Section 414h plan. The participant's contribution is five percent (5%) of applicable annual earnings. Earnings include base salary, longevity, and overtime pay. All such contributions are treated as pre-tax earnings. The normal retirement age is sixty-two (62) years of age.
2. The pension benefit formula is the average final earnings (average final earnings is defined as the average of Annual Earnings for the three [3] consecutive Plan Years preceding the time of retirement that yields the highest average), times the appropriate percentage multiplier two percent (2%) effective January 1, 1994, one and three-quarter percent (1-3/4%) for the period ending December 31, 1993, times the number of pension years of service.
3. A summary Plan Description with appropriate change notifications as they are implemented will be distributed to all employees. Participants shall receive a Pension Plan Benefit Statement by June 1 for the previous year.
4. Upon termination of employment, employees within the bargaining unit may withdraw or transfer to another retirement account all their retirement contributions, plus interest.
5. The Board will provide medical insurance coverage to the retiree and eligible dependents comparable to that provided to active employees. During retirement, the retiree's insurance plan will be subject to any plan changes made to active employees' plan. Coverage will be provided until the retiree receives or is eligible to receive health care benefits under Medicare. This plan will be paid by the retiree at 100% of the current allocation rate. Retirees may choose not to enroll.
6. This Article is included for informational purposes only and this benefit is not subject to the grievance procedure.

## ARTICLE 26 GRIEVANCE PROCEDURE

1. A grievance shall mean a complaint by an employee and/or the Association that there has been to her/him a personal loss, injury or inconvenience because of a violation, misinterpretation or inequitable application of any provision of the Brookfield Educational Secretarial Association/Board contract, except that the term grievance shall not apply to:
  - Any matter for which a method of review is prescribed by law, or
  - Any rule or regulation of the State Commissioner of Education, or
  - Any matter which according to law is either beyond the scope of Board

authority or limited to unilateral action by the Board alone.

2. A grievance, to be considered under this grievance procedure, must be filed in writing by Association or the employee at Step 1 of the procedure within twenty (20) working days after occurrence. "Working days" means work days of the bargaining unit.
3. Failure of the administration to respond at any step of the grievance procedure shall be considered a denial of the grievance.
4. Procedure for handling any grievance or complaint:
  - a. Optional Informal Solution: Any employee considering himself or herself aggrieved may first discuss the matter informally with his or her immediate supervisor for the purpose of resolving complaints on an informal basis, but such informal process shall not impact the grievance timelines.
  - b. Step 1 - Building Principal/Supervisor (TSO employees): The grievant shall present his or her grievance in writing to the Building Principal/Supervisor (TSO employees) within the required timeframe, setting forth the grounds upon which the grievance is based and suggested remedy sought. The principal/supervisor (TSO employees) shall provide a written response to the employee within ten (10) working days of receipt of the grievance. If the grievance is not resolved at Step 1, the employee may proceed to Step 2.
  - c. Step 2 - Superintendent: The grievance shall be filed with the Superintendent or his designee within five (5) working days of the receipt of response from the principal/supervisor (TSO employees). The Superintendent or his designee shall reply in writing to the employee within ten (10) working days of receipt of the grievance. If the grievance is not resolved at Step 2, the grievant may proceed to Step 3.
  - d. Step 3 - Arbitration: If the grievance has not been resolved at Step 2, the Association may within fifteen (15) working days after receipt of the Step 2 written decision submit the grievance to the State Board of Mediation and Arbitration in accordance with Connecticut General Statutes Section 31-91 through 31-97. The decision of the Arbitrator shall be final and binding. The Arbitrator shall be bound by the terms of this Agreement and shall have no power to add to, subtract from or change any provisions of this Agreement.
5. The Association may participate in any and all steps of the grievance procedure and may file grievances with the Superintendent or his designee, except as specifically prohibited by Connecticut General Statutes Sec. 7-468(d). In the event of any adjustments to grievances presented under Connecticut General Statutes Sec. 7-468(d), such adjustments must be consistent with the terms of the Collective Bargaining Agreement and shall not apply to Step 3 - Arbitration. The Association



shall be given the opportunity to be present at any such adjustment and should be given copies of those adjustments.

6. Time limits referenced herein may be extended by mutual agreement. The Association will be provided copies of all grievances and written responses given during the grievance procedure. Such copies will be provided in a timely manner. Grievants, witnesses and Association representatives representing the grievant shall be deemed in a paid work status if any of the meetings or hearings specified in this Article occur during working hours.
7. In the event the Association representative shall be of the opinion that an employee's grievance is without merit, the Association shall not be required to process the matter. There shall be no liability imposed thereby upon the Union or the Board.

#### **ARTICLE 27      NON-DISCRIMINATION**

1. The Board shall not discriminate against employees in ways prohibited by federal and state employment and labor laws or membership in the Association. This provision shall not be subject to the arbitration provisions of this Agreement.

#### **ARTICLE 28      ASSOCIATION SECURITY AND DUES**

1. All employees who are covered by this Agreement shall become a member of the Association or, in lieu thereof, shall pay an Association service fee. Said Association service fee shall not exceed the amount required of employees to underwrite the costs of collective bargaining, contract administration and grievance resolutions.
2. The Board agrees to deduct from the wages of all employees covered herein who authorize such deductions in writing from their wages such membership dues or service fees as may be fixed by the Association. The Board will remit to the Association amounts collected.
3. The Association shall indemnify and hold the Board harmless against any liability, claim or cost excluding reasonable attorney's fees, which may arise by reason for any action taken by the Board in complying with the provisions of this Article.
4. The Board shall supply the Association at the request of the Association a list of all employees in the association, showing their dates of hire, job classification and titles, rates of pay, list of new employees, dues and/or service fee deductions.

#### **ARTICLE 29      SAVINGS CLAUSE**

1. In the event any Article, Section or portion thereof of this Agreement is declared invalid by a tribunal or court of competent jurisdiction, the remainder of this Agreement shall remain valid and in full force and effect. The Board and the

Association agree that within a reasonable time after any portion of this Agreement has been declared invalid by a tribunal or court of competent jurisdiction, the Board and the Association shall meet for the purpose of negotiating a substitute for the portion(s) ruled to be invalid.

**ARTICLE 30      CONTRACT DURATION**

1.      The duration of this contract shall be through June 30, 2020.

**ARTICLE 31      HOLDOVER CLAUSE**

1.      In the event that the Board and the Brookfield Educational Secretarial Association fail to secure a successor to this Agreement prior to its expiration, it shall continue in full force and effect until a successor agreement is entered into.

**ARTICLE 32      TRAINING**

1.      Should the Board introduce new equipment, methods or processes as a substitute for, or replacement of, present equipment, methods and processes, employees in jobs affected by such innovations shall be given one hundred twenty (120) days to specifically train in use of such new equipment, methods and processes.



IN WITNESS WHEREOF the Brookfield Board of Education and Brookfield Educational Secretarial Association have considered this Agreement to be executed by their proper officers.



Representative  
Brookfield Educational Secretarial  
Association



Chairman  
Brookfield Board of Education

April 25, 2018

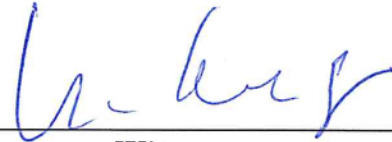
Date

4/25/18

Date

Denna B. Gullledge 4-25-18

Witness



Witness

**SECRETARY ASSOCIATION SALARY SCHEDULE  
HOURLY RATES OF PAY  
EXHIBIT A**

Class	Retroactive to July 1, 2017		July 1, 2018		July 1, 2019	
	<u>Min.</u> (2.0%)	<u>Max.</u>	<u>Min.</u> (2.0%)	<u>Max.</u>	<u>Min.</u> (2.0%)	<u>Max.</u>
S-1	\$20.06	\$23.07	\$20.46	\$23.53	\$20.87	\$24.00
S-2	\$22.52	\$26.84	\$22.97	\$27.38	\$23.43	\$27.93
S-3	\$24.79	\$27.77	\$25.29	\$28.33	\$25.80	\$28.90
T-1	\$20.06	\$23.07	\$20.46	\$23.53	\$20.87	\$24.00
T-2	\$22.52	\$25.63	\$22.97	\$26.14	\$23.43	\$26.66
T-3	\$27.56	\$31.21	\$28.11	\$31.83	\$28.67	\$32.47
T-4	\$32.91	\$38.43	\$33.57	\$39.20	\$34.24	\$39.98

Job Positions

S-1	Clerk typist; Library clerk/media center clerical aide
S-2	Building secretary; account clerk (building); Central Office secretary
S-3	Administrative secretary; accounting coordinator; payroll coordinator
T-1	Computer clerk
T-2	Data technician
T-3	Technology technician
T-4	Lead Technology Technician