

# AGREEMENT

**between**

**The Bloomfield Board of Education**

**and**

**The Bloomfield Federation of Educational Personnel  
Local #4176, AFT-CT, AFT, AFL-CIO**

**July 1, 2014 - June 30, 2019**

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## AGREEMENT

This Agreement is made and entered into effective the first day of July, 2014, by and between the Bloomfield Board of Education (hereinafter referred to as the "Board") and the Bloomfield Federation of Educational Personnel, Local #4176, AFT-CT, AFT, AFL-CIO (hereinafter referred to as the "UNION"). "Employee" as used herein refers to a member of the bargaining unit defined in the Recognition section of this Agreement. "Board" as used herein refers to the Board of Education or an appropriate representative of the Administration empowered to act on the Board's behalf.

### ARTICLE I - RECOGNITION

The Board recognizes and certifies the Union as the exclusive bargaining representative for all employees in the unit consisting of all employees of the Board engaged in clerical or administrative assistant duties, the Data Systems Manager, Data Systems Clerk, Home School **Liaison**, Instructional Assistants, ABA Instructional Assistants, Early Childhood Instructional Assistants, Campus Supervisors, Child Development Associates Library/Media Clerks and Tutors in the public school system of the Town of Bloomfield with the exception of the Executive Administrative Assistants to the Superintendent of Schools, to the Assistant Superintendent of Schools, and to the Director of Business Affairs, and the Benefits Coordinator for the purpose of and with all of the rights and privileges as provided by the General Statutes of Connecticut.

### ARTICLE II - BOARD RIGHTS AND RESPONSIBILITIES

1. It is recognized that the Board retains and will continue to retain, whether exercised or not, the rights, responsibilities and prerogatives necessary to direct the operation of the Bloomfield Public Schools in all its aspects including but not limited to the acquisition, control and regulation of all property, the employment and supervision of all employees and the organization and administration of the program of the Bloomfield Public Schools.
2. These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with or in violation of any of the specific terms and provisions of this Agreement. No action taken by the Board with respect to such rights, responsibilities and prerogatives, other than as there are specific provisions herein elsewhere contained, shall be subject to the grievance provisions of this Agreement.

### ARTICLE III - GRIEVANCE PROCEDURE

1. A grievance is hereby defined as a claimed misinterpretation or misapplication of a specific section of this Agreement to an individual employee or group of employees or the Union. A grievance must be in writing and must set forth the specific section(s) of the Agreement alleged to have been misinterpreted or misapplied. The purpose of the grievance procedure shall be to resolve, at the lowest possible administrative level, issues

which may arise from time to time with respect to the provisions of this Agreement.

Definition of Working Day: A working day shall mean Monday through Friday, excluding holidays, but including vacation days. A grievance involving a group of employees or the Union shall be filed in a timely fashion at Step II if there is more than one supervisor.

2. PROCEDURE:

- A. STEP I Within ten (10) working days of the occurrence which gives rise to the grievance or ten (10) working days from when the employee should have known, the employee must present a written statement of the grievance to the employee's supervisor. The matter shall be discussed at a meeting of the parties, and a decision given to the employee within seven (7) working days of receipt of the grievance. Grievances arising at the Superintendent's level shall be filed directly with the Superintendent or his/her designee within ten (10) working days. Grievances arising at the Superintendent's level refer to allegations by an employee, a group of employees, or the Union that the Superintendent or Assistant Superintendent misinterpreted or misapplied a specific section of this Agreement. The Superintendent or his/her designee shall meet with the parties within seven (7) working days within receipt of the grievance and respond in writing within ten (10) working days of receipt of the grievance. If the Union is dissatisfied with the answer, the parties shall proceed to Step III.
  
- B. STEP II If the grievant is not satisfied with the disposition of the grievance at Step I, the written grievance shall be presented to the Superintendent of Schools or his/her designee within five (5) working days of receipt of the decision at Step I. The grievance shall be considered by the Superintendent or his/her designee, who shall meet with the parties and render a decision of the grievance within ten (10) working days of its receipt.
  
- C. STEP III Should the Union be dissatisfied with the answer at the previous step, they shall notify the Superintendent in writing within ten (10) working days of the answer of their desire to proceed to arbitration. Any grievance submitted to arbitration shall be referred to an arbitrator selected under the procedures of the American Arbitration Association. The parties may, upon mutual agreement, utilize the services of another arbitration service provider. Only the Union, and not any individual employee, may decide to proceed to arbitration. In any arbitration proceeding, the arbitrator shall hear and decide only one grievance. The arbitrator shall be required to comply with all of the provisions of this Agreement, and shall have no power to add to, subtract from, or in any way modify the terms

of this Agreement. The arbitrator's decision shall be final and binding. All costs for arbitration shall be borne equally by the parties.

3. Any grievance not taken to a higher step in the grievance procedure shall be deemed settled on the basis of the last decision rendered by the Board's representative and shall not be subject to further processing. However, any of the above time limits may, in particular circumstances, be shortened or extended by mutual agreement which must be put in writing and signed by both parties. The Union President or Union Co-Presidents and no more than one designated Union grievance officer, witnesses, and grievant(s) shall be released from work without loss of pay to attend grievance hearings if such hearings are scheduled during the work day.
4. MISCELLANEOUS:
  - A. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
  - B. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations shall be prepared and approved by the Board and the Federation.
  - C. No reprisals of any kind shall be taken by the Board or by any member of the Administration or by the Federation or members of the unit against anyone by reason of participation in the grievance procedure or support of any participant thereto.

#### ARTICLE IV - CHECK OFF

1. The Board agrees that upon submission of a check off authorization card for payroll deduction of his/her Union membership dues or representation fee, the proper deduction will be made each month for ten (10) months from the employee's wage and forwarded to the Union monthly.
2. With the effective date of this Agreement, all employees shall, as a condition of continued employment, join the Union or pay to the Union a representation fee equal to the amount paid as dues by other employees who are members of the Union.
3. The Board shall deduct the amount certified by the Union as the annual dues or representation fee from the pay of each employee who so authorizes in equal bi-weekly installments. All such deductions shall be remitted to the Union via direct deposit by the fifteenth (15th) day following the second paycheck of the month.
4. Payments for new employees shall commence within thirty (30) days following the effective date of employment.
5. The Union agrees to indemnify and to hold the Board harmless against any and all claims, demands, suits or other forms of liability that shall or may arise out of or by

reason of action taken by the Board for the purpose of complying with the provisions of this Article.

6. The Union agrees that it will admit to and retain in membership all employees without discrimination as long as such employees tender the periodic dues required for membership in the Union.

#### ARTICLE V - PROTECTION OF EMPLOYEE

1. When an employee is required to assume the duties of another employee in a higher classification or grade, or in addition to his/her own duties beyond five (5) consecutive days, commencing with the sixth (6<sup>th</sup>) day, the employee shall be paid on that step of the higher wage schedule that is a minimum of one (1) increment above his/her regular pay and such payment shall continue for the duration of such performance of duties by the employee.
2. Employees are protected by Section 10-235 of the Connecticut General Statutes.
3.
  - A. The Board will reimburse any employee for any clothing damaged or destroyed as a result of defective equipment or furniture and student negligence or malice. The Board will also reimburse any employee under the same conditions stated above for eyeglasses or contact lenses, hearing aids, medical and dental appliances, or watches not to exceed \$275 per occurrence. Any employee who wishes to file a claim for reimbursement under this paragraph must notify the Business Office no later than five (5) school days immediately following the incident giving rise to the claim.
  - B. The Board will allocate \$1,000 for the purpose of reimbursing employees for vandalism to their cars while on school duty, whether or not the car is covered by insurance. Any employee who wishes to file a claim for reimbursement under this paragraph must notify the Business Office no later than five (5) school days immediately following the incident giving rise to the claim. All reimbursements for car vandalism will be held until the end of the school year at which time reimbursement will be made in full if the amount allocated is sufficient for such purpose. Otherwise, prorated reimbursement will be made according to the demands made on the fund. It is agreed that any employee filing for reimbursement for automobile vandalism will provide a statement that no claim is filed with the employee's insurance carrier for reimbursement, except for any deductible that is not covered by the carrier.
4. Employees shall report immediately in writing to their supervisor and to the Superintendent of Schools or his/her designee all cases of assault suffered by them in connection with their employment.



- A. The Board of Education recognizes the right of employees to report incidents of assault to appropriate legal authorities.
  - B. The Board will comply with all provisions of the Connecticut Statute 10-235 "Indemnification of Employees", and shall protect and save harmless any employee from financial loss and expense including legal fees and costs if any arising out of any claim, demand, suit or judgment by reason of alleged negligence or other acts while discharging his/her duties within the scope of their employment. This description of rights is provided for informational purposes only. In the event of any conflict between said description and CGS 10-235 as amended in the future the language of the statute shall govern the interpretation of this section.
5. Neither the Union nor the Board, its members, representatives or agents shall interfere, restrain, or coerce the other, its members, representatives, agents or the Superintendent or designee in the performance of their respective duties and obligations imposed upon them by the laws of the State of Connecticut and the Town of Bloomfield or in the exercise of their rights conferred by this Agreement.

#### ARTICLE VI - DISCIPLINARY PROCEDURES

- 1. All disciplinary actions shall be applied in a fair manner and shall not be inconsistent with the infraction for which the disciplinary action is being applied.
- 2. All suspensions and discharges must be for just cause and must be stated in writing with the reason given and a copy provided to the employee at the time of suspension or discharge. A copy shall also be forwarded to the Union at the time it is provided to the employee.
- 3. Serious misconduct shall be grounds for immediate suspension or discharge and need not follow the procedures listed in paragraph (4) below. Examples of serious misconduct include but are not limited to: theft, moral turpitude, insubordination, and abuse of the authorized absence policy.
- 4. Disciplinary actions shall include and shall follow in this order except as noted in Paragraph 3 above as serious misconduct:
  - (A) Verbal discussion of problem.
  - (B) Written warning.
  - (C) Suspension without pay.
  - (D) Termination.
- 5. If an employee's work performance shows significant deterioration subsequent to his/her annual evaluation, the Superintendent of Schools or his/her designee may require an interim

evaluation prior to the next annual evaluation. The employee shall be notified prior to the beginning of the interim evaluation.

#### ARTICLE VII - HOURLY WAGES AND FRINGE BENEFITS

1. The hourly wages of all positions covered by this Agreement are set forth in Appendix A which is attached hereto and made part of this Agreement and are in effect for the term of this contract.
2. Insurance benefits as listed in Appendix B shall be in effect for the term of this contract except that any improvements in coverage shall become effective with the written consent of the Union. The Board shall have the option of changing medical and group insurance carriers provided that the overall level of benefits remains substantially equivalent to those provided by the current insurance plan.
3. If the Board mandates an employee to have a physical examination, it shall reimburse the employee the out-of-pocket cost of such examination over what is covered by the employee's insurance coverage.
4. All employees will be paid on a bi-weekly basis. All ten-month employees shall be paid in 20 equal paychecks.

#### ARTICLE VIII - WORKING CONDITIONS

1. Each member of the bargaining unit shall be entitled to a duty-free, unpaid, lunch period of thirty (30) minutes. Central office bargaining unit employees shall be entitled to a duty-free, unpaid lunch period of sixty (60) minutes.
2. No new employee shall be hired above Step III of the wage schedule.
3. Campus supervisors shall be provided annually with no less than two (2) pairs of pants and two (2) shirts, and biannually with one (1) cold weather jacket. Campus supervisors may select either long-sleeve or short-sleeve shirts based on their personal preference. The Board reserves the right, after consultation with the Union, to utilize a uniform/laundry service in lieu of providing the uniform apparel listed above.
4. The Federation and the Board agree that from time to time a need may arise for an Instructional Assistant, Early Childhood Instructional Assistant, ABAA, Tutor, Home School Liaison, or Library clerk to cover a class. This coverage shall normally be limited to forty-five minutes. If this coverage exceeds forty-five minutes, the employee will be paid an additional hour's wage for every thirty minutes of coverage.

## ARTICLE IX - PROBATION

All new employees shall be subject to a probationary period of six (6) months and shall have no seniority rights or recourse for aggrieving termination during this period but shall be subject to all other provisions of this Agreement. The Board may extend an employee's probationary period for an additional thirty (30) days provided the employee's supervisor has completed a written evaluation of the employee and the extension is based on the employee's written evaluation. Upon completion of the probationary period, the employee's seniority date shall revert back to his/her date of hire. During this probationary period, the immediate supervisor of the new employee shall evaluate his/her performance and inform the employee if corrective measures are necessary before the probationary period is up.

## ARTICLE X - JOB POSTING

1. All employees shall be placed within the appropriate job classification. If a new position is created, the Superintendent, or designee, shall provide the President of the Union with a written report of this new position. If a new position is created or a present position is changed, the Superintendent, or designee, shall provide the President of the Union with a written report of the job classification and description.
2. Normally ten (10) days but in no case less than five (5) school days prior to accepting applications, the Board will post, with a copy to the Union President, a notice on the Union designated bulletin boards all bargaining unit job openings of a permanent nature. Preference shall be given to current employees and where ability, experience and qualifications are equal the senior employee shall be given preference. Any ten month employee interested in having postings sent to his/her home during the months of July and August shall leave a return address stamped envelope with the Superintendent of Schools or his/her designee, who will mail such postings on the first day of the posting.
3. If the employee voluntarily accepts a job in a lower classification or grade, he/she will be placed on the same step of that classification.
4. If the employee is appointed to a higher classification, he/she shall be placed on that step of the wage schedule of the higher classification that is closest to, but higher than his/her present wage rate.
5. An employee who accepts a position in a higher classification may request a transfer back to the former position at his/her former wage provided that the position has not been filled. If the position has been filled, and if the employee is qualified, he/she may request a transfer to any unfilled permanent position that is not in a classification higher than the one held previous to the upgrading. This does not preclude an employee from applying for any position as noted in Paragraph 2 of this Article. Schedule placement shall be on the same step on which the employee was placed prior to accepting the upgrading to the higher classification.

6. An employee who accepts a position in a higher classification shall be subject to a probationary period of three (3) months during which the employee shall be given appropriate training and supervision. If, at the end of the probationary period, the employee has not demonstrated satisfactory performance in the new position, he/she may be reassigned to another vacant position in the pay grade from which he/she had been promoted provided the immediate supervisor has evaluated the employee's performance and informed the employee if corrective measures are necessary before the probationary period is up.
7. Job Classification is defined in Article XXII, Section 7.

#### ARTICLE XI - WORK SCHEDULE

The work schedules listed below shall be in effect for the term of this Agreement, except for any changes mutually agreed upon by the Board and the Union during the term of this Agreement.

1. Full Year Employees:

- A. Full year employees hired on or before June 30, 2002, shall retain their seven hour work day, thirty-five (35) hour work week, and fifty (52) weeks per year schedule. The Board may extend such employee's workday beyond seven (7) hours to a maximum of eight (8) hours upon mutual agreement. Within the fifty two (52) week work year, the employee is entitled to his/her allotted paid vacation time, paid holidays or days off without deduction from his/her wage, and sick leave or personal time that may be needed. Notwithstanding the above, all full year Administrative Assistants who were hired on or before June 30, 2002, may choose the following work day options during the summer months and school vacation periods:

work and be paid for a six (6) hour day;  
work and be paid for a seven (7) hour day based on the regular schedule during the work year;  
work and be paid for a seven (7) hour day based on a modified schedule, including earlier or later starting and ending times, subject to the approval of the Administrative Assistant's supervisor.

- B. Full year employees hired on or after July 1, 2002, shall have a work day consisting of a minimum of seven (7) hours and a maximum of eight (8) hours, and a fifty two (52) week work year. Within this work year, the employee is entitled to his/her allotted paid vacation time, paid holidays or days off without deduction from his/her wage, and sick leave or personal time that may be needed.
- C. Since school hours in different buildings determine the working day of certain employees, there is a need for adjustment in the daily starting time of these persons.

2. Extended School Year Employees:

- A. All Extended School Year Employees shall have a minimum work year consisting of the student school year plus ten (10) additional days, plus paid holidays. The ten (10) additional days will normally consist of the five (5) days immediately before the start of the student school year and the five (5) days immediately following the end of the student school year. Extended School Year Employees do not receive paid vacations.
- B. Since school hours in different buildings determine the working day of certain employees, there is a need for adjustment in the daily starting time of these employees.

3. Instructional Assistants, ABA Instructional Assistants, Early Childhood Instructional Assistants, Library/Media Clerks, Home School Liaisons:

The work day for all instructional assistants, ABA Instructional Assistants, Early Childhood Instructional Assistants, Library/Media Clerks, and Home School Liaisons will normally consist of a minimum of six and one half (6 1/2) hours per day up to a maximum of the length of the student day. A student's day may vary depending on the student's individual educational program (IEP). The work year for instructional assistants shall consist of the student school year plus paid holidays. Instructional Assistants, ABA Instructional Assistants, Early Childhood Instructional Assistants, Library/Media Clerks, and Home School Liaisons do not receive a paid vacation.

4. Campus Supervisors:

The work day for all campus supervisors will normally consist of a minimum of eight (8) hours per day. The work year for campus supervisors consists of the student school year plus paid holidays. Campus supervisors do not receive a paid vacation.

5. Child Development Associate:

The work day for all child development associates will normally consist of a minimum of six and one half (6 1/2) consecutive hours (excluding the thirty (30) minute unpaid lunch break) and no more than eight (8) consecutive hours (excluding the thirty (30) minute unpaid lunch break) per day. The work year for child development associates shall consist of the student school year plus paid holidays. Child development associates do not receive paid vacations.

6. Tutors:

The work day for all tutors will normally consist of a minimum of five (5) hours per day up to a maximum of the length of the student day. A student's day may vary depending on the student's individual educational program (IEP). The work year for tutors shall consist of the student school year plus paid holidays. Tutors do not receive a paid vacation.

7. The work day and work year schedules listed above in Article XI, Sections 1 through 6

shall be in effect for the term of this contract, except for any changes mutually agreed upon by the Board and the Union during the term of this Agreement.

8. Early Closings and Late Openings:

A. Central Office Employees:

Late Opening: When the Superintendent or his/her designee determines that, because of a specific weather condition or an emergency situation, it may be hazardous for central office employees to arrive at their place of work at the time generally required by their work schedules, the Superintendent or his/her designee may allow central office employees to arrive at a time that is no later than the length of the announced delayed opening by the Bloomfield Public Schools. In such cases, employees will not suffer a loss in pay. Decisions will be made on a case-by-case basis.

Early Closing: When the Superintendent or his/her designee determines that, because of a specific weather condition or an emergency situation, it may be hazardous for central office employees to remain at their place of work for the time generally required by their work schedules, the Superintendent or his/her designee may allow central office employees to leave their work locations early. In such cases, employees will not suffer a loss in pay. Decisions will be made on a case-by-case basis and will be relayed by the Board's fan-out system.

B. School Based Employees:

Late Opening: When the Superintendent or his/her designee determines that, because of a specific weather condition or an emergency situation, it may be hazardous for students to report to school at their regularly scheduled times, school-based employees may be allowed to report to work late. Employees whose work schedule requires them to report to work before or at the commencement of the students' school day shall report to work no later than the length of the announced delay beyond their regularly scheduled start time. Employees whose work schedule requires them to report to work after the announced time of a delayed school opening shall report to work at their regularly scheduled time. In such cases, employees will not suffer a loss in pay for arriving to work later than their regular start time. Such decisions will be made on a case-by-case basis.

Early Closing: When the Superintendent or his/her designee determines that, because of a specific weather condition or an emergency situation, students should be released early from school, school-based employees shall be allowed to leave early as determined by the building administration. School-based employees who work directly with students (including, but not limited to, instructional assistants, tutors, child development associates, and campus supervisors) will generally be allowed to leave shortly after students are dismissed. School based employees who do not work directly with students (including, but not limited to, administrative assistants and receptionists) will generally be allowed to leave as early as practical, as determined by the building administration. In such cases, employees will not suffer a loss in pay. Such decisions will be made on a case-by-case basis.

## ARTICLE XII - HOLIDAYS AND VACATIONS

1. A paid vacation is applicable to twelve (12) month, full-year employees only. A vacation of five working days shall be earned by an employee after six (6) months of service. Five (5) additional vacation days shall be earned upon celebration of the first anniversary date of employment. Ten (10) vacation days shall be earned upon celebration of the second anniversary date of employment through the fourth (4<sup>th</sup>) anniversary. Commencing with the fifth (5<sup>th</sup>) anniversary date, full-year employees shall earn fifteen (15) vacation days. Commencing with the tenth (10<sup>th</sup>) anniversary date, full-year employees shall earn twenty (20) vacation days. Commencing with the twentieth (20<sup>th</sup>) anniversary date, full-year employees shall earn twenty-five (25) vacation days.

For those entitled to more than ten (10) consecutive working days of vacation, the permission of the supervisor shall be required to take more than ten (10) working days at one time:

- A. Six (6) months - one (1) week.
  - B. One (1) year — one (1) additional week.
  - C. Second through fourth (4<sup>th</sup>) year — two (2) weeks.
  - D. Fifth through ninth (9<sup>th</sup>) year - three (3) weeks.
  - E. Tenth through nineteenth (19<sup>th</sup>) year - four (4) weeks.
  - F. Twentieth (20<sup>th</sup>) year and beyond — five (5) weeks.
2. An employee who works less than six (6) months shall not be entitled to a vacation or vacation pay upon separation. For employees who have worked longer than six (6) months, vacation pay will be provided upon separation up to a maximum of thirty (30) working days. Since the purpose of a vacation is to give an opportunity to rest and relax, no additional wage will be paid to an employee in lieu of vacation. Vacations are mandatory during the fiscal year and with no overlapping or accruals from year to year, except with the advance approval of the Superintendent of Schools or his/her designee and the immediate supervisor.
  3. If a paid holiday or paid day off occurs within the scheduled vacation time of an employee entitled to a paid vacation, the employee shall be entitled to those additional days. Vacation schedules shall be determined by each supervisor in accordance with school or departmental requirements. To the extent possible, if a holiday falls on a Friday, paychecks will normally be available to employees on the last workday prior to the Friday.
  4. The paid holiday schedule shall be as follows:
    - A. Full Time/Full Year Employees shall be entitled to the following thirteen (13) paid holidays:

Independence Day  
Columbus Day  
Thanksgiving Day  
Christmas Eve  
New Year's Day  
Presidents' Day  
Memorial Day

Labor Day  
Day before Thanksgiving  
The Day after Thanksgiving  
Christmas Day  
Martin Luther King's Birthday  
Good Friday

- B. Full Time/Extended School Year Employees shall be entitled to the following eleven (11) paid holidays:

Labor Day  
Day before Thanksgiving  
The Day after Thanksgiving  
Christmas Day  
Martin Luther King's Birthday  
Memorial Day

Columbus Day  
Thanksgiving Day  
Christmas Eve  
New Year's Day  
Good Friday

- C. Full time Instructional Assistants, ABA Instructional Assistants, Early Childhood Assistants, Tutors, Home School Liaisons, Library/Media Clerk and Campus Supervisors who work at least thirty (30) hours per week, shall be entitled to the following nine (9) paid holidays:

Labor Day  
Columbus Day  
Thanksgiving Day  
The Day after Thanksgiving  
Christmas Eve  
Christmas Day

Martin Luther King's Birthday  
Good Friday  
Memorial Day

- D. Employees, who work less than thirty (30) hours, but at least twenty (20) hours per week, shall be entitled to the following five (5) paid holidays:

Thanksgiving Day  
Christmas Eve  
Memorial Day

The Day after Thanksgiving  
Good Friday

5. In order to be eligible for holiday pay, the employee must work the full scheduled work day immediately preceding and following the holiday. Failure to meet this requirement will result in forfeiture of holiday pay. However, this requirement shall be waived where an employee's failure to work is the result of substantiated personal illness or other substantiated emergency situations.

6. Whenever any of said holidays fall during the paid vacation of an employee, said holiday shall not be charged against the employee's earned vacation time. The employee shall be



given another day off to compensate for said holiday at a time mutually agreeable to the immediate supervisor.

### ARTICLE XIII - SICK LEAVE AND PERSONAL TIME

#### A. Sick Leave:

1. All full-time 52 week personnel shall receive three sick days at the beginning of the year (July 1) and shall accrue one day at the end of each month employed for a total of fifteen (15) days cumulative to 180 days.
2. All full-time school year personnel will earn one sick day at the end of each month employed for the months of September to June and will also receive two additional days - one in September and one in June for a total of twelve (12) days cumulative to 150 days.
3. All instructional assistants, ABA Instructional Assistants, Early Childhood Instructional Assistants, tutors, Home School Liaisons, Library/Media Clerk and campus supervisors who work thirty (30) hours or more per week will earn one (1) sick day each month employed for the months of September to May for a total of nine (9) days cumulative to 150 days.
4. All instructional assistants, ABA Instructional Assistants, Early Childhood Instructional Assistants, tutors, Home School Liaisons, Library/Media Clerk and campus supervisors who work less than thirty (30) hours but at least twenty (20) hours per week shall earn two (2) sick days at the end of September and an additional day at the end of November, January, March, and May for a total of six (6) days cumulative to ninety (90) days.
5. Employees shall be notified in their paychecks of their accumulated sick leave totals.
6. Abuse of sick leave privileges shall be considered as sufficient cause for dismissal or suspension.
7. In the event of absence of an employee for illness in excess of five (5) consecutive working days, the Board reserves the right to verify the disability of any employee by requiring a physician's certificate in connection with the payment of sickness allowance.
8. In order to be paid for sick leave, an employee must notify his/her supervisor. Sick leave shall be recorded regularly in the employees' personnel records and shall be reviewed periodically by the supervisor. Sick leave shall not be considered as a privilege which an employee may use at his discretion, but shall be allowed to employees only in the following cases:
  - A. Personal illness or physical incapacity for which compensation may not be payable

under the terms of the Workers' Compensation Act of the State of Connecticut resulting from causes beyond the employee's control.

- B. Enforced quarantine of an employee in accordance with community health regulations.
- C. Illness or physical incapacity in the employee's immediate family (father, mother, brother, sister, husband, wife, son, daughter, grandparents, grandchildren, mother-in-law or father-in-law) requiring his/her personal attention and resulting from causes beyond his/her control up to a maximum of three (3) cumulative days per year and subject to the approval of the supervisor.

B. Sick Leave Bank

- 1. From time to time, on an as needed basis, a Bloomfield Employee who has exhausted his/her accrued sick time and is suffering from a long term or terminal illness or disability, and a contributor to the Sick Bank, can request a donation of days from the Sick Bank. The Sick Bank will be run by the Bloomfield Public Schools and all decisions made for Sick Bank eligibility are not subject to the Grievance Process. The district shall be held harmless in the decision making process of Sick Bank eligibility.

- a. The Sick Bank Committee

- i. A Committee comprised of one (1) member from each bargaining unit will govern the Sick Bank. Each bargaining unit will appoint a member for a two-year term. If that appointed member cannot serve the full term, the bargaining unit will replace that member for the remaining balance of the term.
- ii. The Committee members will be required to sign a confidentiality agreement regarding all employee information received by the Sick Bank.
- iii. The Committee will meet, as needed, based on the receipt of an employee request.
- iv. If there is no request, the Committee will meet quarterly to review Sick Bank balance and procedures.
- v. The Committee must have a quorum of five (5) members to meet and make a decision on an employee request.
- vi. The Committee will make the final decisions on all employee requests.

- b. Enrollment and Contributions

- i. Enrollment will be held on a yearly basis during the annual health insurance enrollment period.
- ii. The initial Sick Bank contribution will be four (4) days. An employee who had previously donated four (4) days will be granted automatic enrollment into the Sick Bank.
- iii. All Sick Bank time will be calculated in days.
- iv. On a quarterly basis, the district will share the Sick Bank balance with the President.
- v. The Sick Bank will be replenished outside of the enrollment process when the Bank falls below one hundred (100) days. During this period,

an employee must contribute two (2) days to have continued access to Sick Bank benefits.

c. Benefits

- i. The Sick Bank will be for the benefit of any employee who has contributed to the Bank during the set enrollment process.
- ii. The Sick Bank benefit does not extend to family members.
- iii. An employee, or his/her designee, must apply to the Sick Bank, in writing, to receive days. This letter should be sent to the Superintendent or his/her designee.
- iv. The district holds the right to request additional medical information when making a decision on eligibility.
- v. The employee who receives an approved donation may receive up to sixty (60) days of donated sick time.
- vi. If the problem extends beyond the initial sixty (60) work days, the employee, or his/her designee, may ask for another sixty (60) work days. This additional request does not guarantee automatic approval.

C. Severance Pay:

An employee who has served a minimum of fifteen (15) years of service in the Bloomfield school system, upon retirement of services shall receive payment for thirty-five percent (35%) of all accumulated sick leave days based upon the employee's current rate of pay at the time of severance.

1. Severance pay shall be based on the accumulation up to one hundred fifty (150) days for full time fifty two (52) week employees; one hundred twenty (120) days for full time extended school year personnel; one hundred (100) days for instructional assistants and campus supervisors who work more than thirty hours per week; and sixty (60) days for instructional assistants and campus supervisors who work less than thirty hours per week.
2. Notification of desire to retire must be given to the Superintendent of Schools or his/her designee by December 31<sup>st</sup> for the severance pay to be paid the employee on or after July 1<sup>st</sup>. If notification is not received by the above date, severance pay shall not be given until the following fiscal year.

D. Personal Leave:

1. Three (3) personal days without wage deduction may be granted to all bargaining unit members. Prior approval of his/her supervisor is required for the following reasons:
  - A. Legal business which may include court appearances, probate court, and mortgage closings.

- B. Moving into another home or apartment.
  - C. Attendance at graduation of son, daughter, self, or spouse.
  - D. For use in honoring no more than one holy day of obligation which occurs when school is in session.
  - E. Emergencies which demand the employee's presence.
2. After one (1) year of service, the above-noted employees may take one (1) personal day at the discretion of the employee after prior notification to the supervisor. Personal time is not cumulative.
  3. Abuse of personal time privileges shall be considered as sufficient cause for dismissal or suspension. Personal time days may not be taken to extend a vacation period.

E. Unpaid Leaves of Absence:

1. The Superintendent or his/her designee may grant long-term leaves of absence without pay or other benefits for a period not to exceed one (1) year in duration if it is in the best interests of both the employee and the Board. Requests for such leave shall be made in writing to the Superintendent of Schools or his/her designee and must include a statement of the reason(s) for the request and the length of the leave being requested.
2. Short-term unpaid leaves of absence may be granted by the Superintendent or his/her designee for a period of time not to exceed one (1) month and shall be granted only in cases of unusual emergencies. Requests for such leave shall be made in writing to the Superintendent of Schools or his/her designee and must include a statement of the reason(s) for the request and the length of the leave being requested.

F. Maternity Disability Leave:

Any employee who becomes pregnant shall so notify the Superintendent of Schools or his/her designee in writing at least four (4) months prior to the expected date of delivery. Leave shall begin, when in the opinion of her doctor, she is no longer physically able to work, or upon confinement, whichever comes first. Leave shall expire, when in the opinion of her doctor, she is physically able to return to work. Any disability resulting from pregnancy shall be considered sickness for the purposes of this Agreement. Upon signifying intent to return such employee shall be reinstated to her original job or to an equivalent position with equivalent pay.

G. Funeral Leave:

1. An employee shall be allowed four (4) working days off with pay following the death of a member of his/her immediate family, provided the employee is actually in attendance at the funeral or engaged in activities in connection with the funeral.
2. Immediate family, as used in 1 above, shall include spouse, child, mother, father, brother, sister, stepchild, stepparent, legal guardian, father-in-law, mother-in-law, grandchild, grandparent, legal ward, brother-in-law, sister-in-law, or another person living in the immediate household.
3. An employee shall be allowed one (1) day off with pay per year to attend the funeral of a person with whom the employee had a close personal relationship.

#### ARTICLE XIV - POSITION ASSIGNMENTS

1. The assignment and transfer of personnel is the responsibility of the Superintendent, or his/her designee. Employees who desire a change in assignment may submit an "Assignment Preference Form" with the Superintendent or his/her designee by no later than April 1<sup>st</sup> for consideration for the following school year. Whenever possible, transfers in assignments will be voluntary. Skill and ability, as they relate to the students' needs shall be the major factor in determining whom to transfer. Seniority shall prevail when skill and ability, as they relate to the students' needs, are equal. To the extent possible, employees shall be given written notification of their new assignment as soon as possible.
2. Those staff members not changing job classifications will remain at their present wage.
3. Transfers take precedence over recall in Article XXII.

#### ARTICLE XV - EMPLOYEES' FACILITIES

1. The Board and the Union agree that it is desirable that each building have proper facilities and equipment in order that personnel are able to function efficiently.
2. In case of an injury to a student, no member of the bargaining unit shall be required to administer first aid or dispense medication to students in accordance with Board Policy 5600 "Administration of Medication by School Personnel" and accompanying regulations.

#### ARTICLE XVI - RESIGNATIONS

1. A written notice of resignation should be filed with the Superintendent or his/her designee, at least three (3) weeks in advance of separation.
2. An employee who resigns in good standing shall be entitled to pay up to and including the last day of work.

3. The employee shall be paid for vacation time which is due but has not been taken.

#### ARTICLE XVII - OVERTIME

1. Work performed at the request of the supervisor and with the prior approval of the Superintendent of Schools or his/her designee beyond the individual employee's regularly assigned work hours and up to and including forty (40) hours shall be paid for at the regular rate of pay.
2. Work performed at the request of the supervisor and with the prior approval of the Superintendent of Schools or his/her designee shall be paid for at the rate of time and one-half for the following:
  - A. In excess of forty (40) hours in any one week.
  - B. On Saturday or Sunday.
  - C. On a holiday.
3. The overtime work will be performed at the location directed by the supervisor. This location will be determined and approved before the overtime work is performed.

#### ARTICLE XVIII - PERSONAL INJURY BENEFITS

When an employee is absent from his/her regular assignment in the event of a claim under the Town's workers' compensation insurance program, the employee shall be permitted to utilize any unused accumulated sick time to supplement workers' compensation payments in order to receive their full pay for that period of absence.

#### ARTICLE XIX - TRAVEL

All travel for school business approved by the immediate supervisor will be reimbursed at the Internal Revenue Service rate for mileage.

#### ARTICLE XX - BULLETIN BOARDS

1. The Board agrees to provide bulletin board space in each school which may be used by the Union for the following notices:
  - A. Notices of Union meetings and strictly Union business.
  - B. Notices of Union elections and the results where they pertain to the Bargaining Unit employees.
  - C. Notices of Union recreational and social events.

2. Prior to posting any notice, a copy will be furnished to the Superintendent of Schools or his/her designee.
3. The bulletin board where space is provided shall be displayed in an appropriate and accessible place.

#### ARTICLE XXI - UNION MEETINGS AND ACCESS TO BUILDINGS

1. The Union may call meetings in a building before or after school provided such meetings do not conflict with other scheduled activities or programs. Permission from the appropriate administrator must be received prior to the meeting scheduled. Such permission will not unreasonably be denied.
2. A representative of the AFT-CT may enter any building where a member works for the purpose of overseeing the enforcement of this Agreement. The representative will notify the building administrator upon his/her arrival and departure and will comply with the building's access procedures.
3. Except with permission of the building administrator, no employee may meet with the AFT-CT representative unless the employee is on non-duty time.
4. Union officers and delegates shall be entitled to no more than four (4) total days of paid Union release time per year for the purpose of attending Union activities including, but not limited to, workshops, conferences, and conventions the purpose of which is to improve employee relations with the Board. The request for Union leave days, including a summary of the reasons for attending the event, shall be made no less than five (5) days before the scheduled activity to the Superintendent of Schools or his/her designee.

#### ARTICLE XXII - SENIORITY AND LAYOFF

1. Bargaining unit seniority is defined as an employee's length of continuous unbroken service from the most recent date of employment in the bargaining unit. Seniority for tutors is defined as their first day of employment in the bargaining unit or July 1, 2002, whichever is later.
2. Classification seniority, as used in this Agreement, shall mean the length of continuous time an employee has worked within a job classification commencing with the employee's first full day of work within that classification.
4. The Board shall prepare a list of all employees covered under this Agreement showing their seniority in job classification by the date of hire. Said list shall be delivered to the Union President by November 1st of each year. In the event that there is a tie in seniority among employees, the tie shall be resolved based on the last four (4) digits of the employee's Social Security number. The highest number shall have the greatest seniority, with the lower number being next in seniority.

5. When there is a reduction in the work force, seniority shall be the major factor along with skill, ability and work record in determining who is laid off from that classification.
6. Laid off employees shall have recall rights to the position from which they were laid off for a period of one (1) year from the date of layoff. Notice of recall will be mailed to the last known address of the employee by certified mail. Failure to respond within ten (10) days of receipt of the notification of recall shall be deemed a refusal. In the event that an employee refuses recall from layoff, said employee shall be placed on the bottom of the recall list for subsequent recall.
7. In the event that an employee in one classification is laid off and that employee has seniority in another classification, that employee may bump into the other classification if he/she so opts. It is understood that in such event classification seniority is the major factor along with ability, skill and work record.
8. Job Classification is defined as individual job titles listed in Appendix A (e.g. Administrative Assistant I, Account Clerk I, etc.).
9. For purposes of layoff, Instructional Assistants, ABA Instructional assistants, and Early Childhood Instructional Assistants are considered to be one classification. Nothing in this paragraph shall be interpreted to require that the Board provide training to any employee in order for that employee to meet the requisite skill and ability to retain a position.

#### ARTICLE XXIII - PERSONNEL FILES

1. Employees desiring to review their official personnel files will be permitted to do so by making an appointment with the Superintendent of Schools or his/her designee.
2. No negative information shall be placed in an employee's official personnel file without prior notice to the employee. The employee will be afforded the opportunity to put on record any statement he/she wishes to make about unfavorable information contained in the official personnel file.
3. A copy of any observation or evaluation shall be placed in an employee's official personnel file. It shall be treated in a confidential manner on a need-to-know basis by the employee's supervisor(s) and to the extent allowed by law to non-board sources, including the Union.

#### ARTICLE XXIV - RECLASSIFICATION PROCEDURE

1. Any employee who believes that the job duties/responsibilities listed in his/her present job description have been modified to a great extent may submit a request to the Union president(s), with a copy to the Assistant Superintendent of Schools or the



Superintendent's designee. A letter of recommendation and/or support from the employee's immediate supervisor should accompany the request. Requests shall be submitted by no later than November 15<sup>th</sup>. The Union president(s) shall collect these requests and meet with the Assistant Superintendent or the Superintendent's designee. Such meeting shall take place annually on the second Tuesday in December.

1. The parties may bring with them to the meeting a committee of no more than three (3) members to review the requests.
  2. By mutual agreement the meeting may be changed but in no case will it be held later than December 20<sup>th</sup>.
  3. Positions that are reclassified shall receive the modified hourly wages effective January 1<sup>st</sup>.
2. The decision of the Assistant Superintendent or designee may be appealed to the Superintendent, whose decision shall be final and binding. This paragraph shall not be subject to the grievance procedure.
  3. Nothing in this Article shall deny the Union its right to process a claim under MERA.

#### ARTICLE XXV - SAVINGS CLAUSE

In the event that any Article, Section or portion of this Agreement is declared invalid by agreement, statute, or legal process, then such specific Article, Section or portion specified to be invalid shall be deleted. However, the remainder of this Agreement shall remain in effect. Upon a determination of invalidity, either party shall have the right to initiate negotiation upon that Article, Section or portion of the Agreement.

#### ARTICLE XXVI - NO STRIKE

1. The parties to this Agreement mutually recognize that the services performed by the employees covered by this Agreement are services essential to the public health, safety and welfare. The Union therefore agrees that there shall be no interruption of these services for any cause whatsoever by the employees it represents nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment, or picket the Board's premises. The Union further agrees that there shall be no strikes, sit-downs, slowdowns, stay-ins, stoppage of work or any acts that interfere in any manner or to any degree with the services of the Board.
2. Any violation of the foregoing may be made the subject of disciplinary action or discharge from employment, as to employees, and/or of exercise of any legal right or remedy as to the Union, and/or cancellation of this Agreement by the Board.

3. The Board agrees it shall not lockout employees.

#### ARTICLE XXVII- SECTION 125 PLAN and PAYROLL DEDUCTIONS

1. Section 125 Plan: The Board shall establish a Section 125 Dependent Care Assistance Plan and a Supplemental Medical Expense Reimbursement Plan for employees, which shall allow employees to deduct from their pay on a pre-tax basis a pool of money for child/dependent care costs and non-reimbursed medical expenses.
2. Employee Directed Payroll Deductions: Employees may, at their discretion, have payroll deductions taken from either twenty (20) or twenty-six (26) paychecks by the Board for employee directed payroll deductions. The Board shall, at the employee's request and direction, make such deductions and deposit those deductions in accordance with the employee's direction. Deductions may include, but are not limited to, Tax Sheltered Annuities and charitable organizations.

## ARTICLE XXVIII - FAIR LABOR STANDARDS ACT

All employees shall be paid in accordance with the Fair Labor Standards Act for all hours worked. This includes but is not limited to pay for required field trips with students which extend beyond the normal work day. This section is placed in the contract for informational purposes only and is not subject to the grievance procedure or arbitration.

## ARTICLE XXIX — EDUCATION, TRAINING & JOB DESCRIPTIONS

1. If the Board implements the use of new software, employees who will be expected to utilize the software shall be provided with training in the use of the software. Such training shall be on or off-site based on the decision of the Superintendent of Schools or his/her designee, but in either case shall be designed in such a way to allow the employee uninterrupted participation in the training.
2. If an employee is assigned to a position using software he/she has not previously been trained in, he/she shall also be provided training as specified above.
3. Instructional Assistants assigned to special needs students shall also be provided with training regarding these students and their needs. This training shall be done on an as needed basis and shall be designed by the Superintendent or his/her designee and/or the Director of Pupil Services.
4. If the training extends beyond the normal workday, the employees so affected shall be paid for the additional hours at their regular hourly rate of pay up to forty (40) hours per week and at time and one-half for any additional hours worked beyond forty (40) hours per week.
5. The Board will reimburse bargaining unit members up to \$800 per course for up to two (2) approved college or other courses taken to upgrade work skills, and/or courses being taken as part of the requirements necessary to obtain a certificate or degree. If the employee is received a financial aid grant, reimbursement shall be limited to the difference between the grant and \$800. Prior written approval of the Superintendent of Schools or his/her designee is necessary to qualify for reimbursement. A report of successful completion of the course must be provided to the Superintendent or his/her designee on forms supplied by the Superintendent's or his/her designee's office before reimbursement will be provided. The total course reimbursement per school year shall not exceed \$1,600 per employee. Requests for reimbursement shall be submitted to the Superintendent or his/her designee within ninety (90) days, or as soon as practical, upon completion of the course. This section applies to summer courses as well as school year courses.
6. Professional Development Days:

The Board and the Union agree that professional development for all members of the bargaining unit is necessary and shall be addressed through either full or partial in-service days. The Board and the Union shall meet annually no later than June 30th in order to

plan and implement a meaningful program of professional development for all members of the bargaining unit for the upcoming work year. Employees shall receive no less than four (4) weeks advance written notice of any scheduled in-service day. Employees who attend an in-service day or other professional development program shall be paid as though it was time worked.

If no plans are in place by July 30, the day before school opens shall be a professional development day for all extended year and school year employees.

7. Effective July 1, 2006, all bargaining unit positions that are posted shall include an updated job description.

### ARTICLE XXX - DISTRIBUTION OF AGREEMENT

The Board shall provide a copy of this Agreement to each employee within thirty (30) days of adoption. New employees shall receive a copy of the collective bargaining agreement and pension information, including the name and number of a contact person regarding pension information, within five (5) days of their employment. The cost of preparing copies of this Agreement shall be divided equally between the parties.

### ARTICLE XXXI - DURATION

1. The provisions of this Agreement shall be effective on July 1, 2014 and shall continue and remain in full force and effect until June 30, 2019.
2. If either the Board or the Union desires to meet for the purpose of negotiating changes or modifications in the provisions of this Agreement, either shall give written notice of such desire to the other by certified mail not less than one hundred twenty (120) days prior to expiration of this Agreement.

ARTICLE XXXII - SIGNATURE BLOCK

IN WITNESS WHEREOF, the Undersigned have set their hands and seals this \_\_\_\_\_ day of November, 2013.

For the BLOOMFIELD BOARD OF EDUCATION

\_\_\_\_\_

Superintendent of Schools

\_\_\_\_\_

Chairperson

For the BLOOMFIELD FEDERATION OF EDUCATIONAL PERSONNEL,  
Local #4176, AFTCT, AFT, AFL-CIO

\_\_\_\_\_

Co-President

\_\_\_\_\_

Co-President

APPENDIX A - WAGE SCHEDULE 2014-2019

Effective to July 1, 2014, the following wage grades and steps will take effect, and for the purpose of placement on the appropriate wage schedule, all employees shall be placed in the following payroll grades:

		7/1/2014	7/1/2015	7/1/2016	7/1/2017	7/1/2018
<u>Grade I</u>						
Instructional Assistants	Step I	\$16.22	\$16.82	\$17.46	\$17.80	\$18.25
	Step II	\$16.82	\$17.46	\$18.11	\$18.47	\$18.93
	Step III	\$18.23	\$18.91	\$19.62	\$20.01	\$20.51
	Step IV	\$19.15	\$19.87	\$20.62	\$21.03	\$21.55
Effective July 1, 2011 anyone assigned to an ABA Instructional Assistant or an Early Childhood Instructional Assistant position shall be paid a stipend of \$2.50 per hour in addition to their hourly rate on Grade I of the pay scale.						
<u>Grade II</u>						
Receptionist Clerk	Step I	\$16.93	\$17.44	\$18.00	\$18.36	\$18.82
Clerk Typist I	Step II	\$18.07	\$18.61	\$19.20	\$19.59	\$20.08
	Step III	\$19.22	\$19.80	\$20.39	\$20.80	\$21.32
	Step IV	\$20.39	\$21.01	\$21.64	\$22.07	\$22.62
<u>Grade III</u>						
Clerk Typist II	Step I	\$17.49	\$18.01	\$18.55	\$18.93	\$19.40
	Step II	\$18.60	\$19.16	\$19.73	\$20.13	\$20.63
	Step III	\$19.87	\$20.46	\$21.08	\$21.50	\$22.04
	Step IV	\$20.99	\$21.62	\$22.27	\$22.72	\$23.28
<u>Grade IV*</u>						
Administrative Asst. I	Step I	\$20.52	\$21.14	\$21.77	\$22.21	\$22.76
Library/Media Clerk	Step II	\$20.91	\$21.54	\$22.18	\$22.63	\$23.19
Account Clerk I	Step III	\$23.36	\$24.06	\$24.78	\$25.28	\$25.91
Data Entry Clerk	Step IV	\$24.73	\$25.47	\$26.24	\$26.76	\$27.43

\* Updated Table for Grade IV Salary Schedule for the BFEP  
MOA signed 10/22/15 by the BOE and the BFEP

<u>Grade V</u>						
Campus Supervisors	Step I	\$20.80	\$21.42	\$22.06	\$22.50	\$23.07
Child Dev. Associates	Step II	\$22.18	\$22.84	\$23.53	\$24.00	\$24.60
Home School Liaison	Step III	\$23.44	\$24.15	\$24.87	\$25.37	\$26.00
	Step IV	\$24.73	\$25.47	\$26.24	\$26.76	\$27.43
<u>Grade VI</u>						
Tutors	Step I	\$22.64	\$23.32	\$24.02	\$24.50	\$25.11
	Step II	\$23.20	\$23.89	\$24.61	\$25.10	\$25.73
	Step III	\$26.10	\$26.88	\$27.69	\$28.24	\$28.95
	Step IV	\$28.99	\$29.86	\$30.76	\$31.38	\$32.16
<u>Grade VII</u>						
Administrative Asst. II	Step I	\$24.46	\$25.20	\$25.95	\$26.47	\$27.13
Account Clerk II	Step II	\$26.13	\$26.92	\$27.72	\$28.28	\$28.98
	Step III	\$27.92	\$28.76	\$29.62	\$30.22	\$30.97
	Step IV	\$29.56	\$30.45	\$31.36	\$31.99	\$32.79
<u>Grade VIII</u>						
Executive Admin Asst.	Step I	\$26.46	\$27.25	\$28.07	\$28.63	\$29.35
Account Clerk III	Step II	\$28.25	\$29.10	\$29.97	\$30.57	\$31.34
	Step III	\$30.19	\$31.09	\$32.03	\$32.67	\$33.49
	Step IV	\$31.99	\$32.95	\$33.94	\$34.62	\$35.48
<u>Grade IX</u>						
Data Systems Manager.	Step I	\$27.71	\$28.54	\$29.39	\$29.98	\$30.73
	Step II	\$29.59	\$30.48	\$31.39	\$32.02	\$32.82
	Step III	\$31.62	\$32.57	\$33.55	\$34.22	\$35.07
	Step IV	\$33.49	\$34.49	\$35.52	\$36.24	\$37.14

1. Annual increments shall be granted to all employees not at top step for completing a year of satisfactory service as determined by an annual evaluation conducted by the appropriate administrator. The evaluation shall be completed prior to June 1 of each year of this agreement. Increments shall go into effect on July 1 of each year.

2. Incentive

In each year of this Agreement, the Board shall establish a group incentive pool that should not be confused with individual merit. Recognizing the need for the entire school district to perform better, this pool will be for all BFEP members who have worked at least seven months of the school year and will be paid as either a lump sum or into a tax-sheltered annuity within 30 days of the release of performance data from the relevant statewide assessment.

The incentive will be divided into eight (8) categories of \$50.00 each based on the district targets for academic improvement. If the district meets or exceeds all targets the sum of \$400 will be paid to each qualifying BFEP member. If the district meets or exceeds a percentage of the eight targets then the incentive will be calculated as “Number of District Targets Met or Exceeded x \$50.00” (For Example: Four (4) District Targets Met or Exceeded x \$50.00 = \$200.00). This incentive will reset each school year based upon the targets achieved by the district in the prior school year. In any year that bonuses are awarded, each individual BFEP member shall elect to receive his or her bonus as a lump sum or a payment to a tax-sheltered annuity.

3. Longevity:

Members of the bargaining unit shall receive longevity pay in the last paycheck of June each year in accordance with the following schedule:

A.	After eight (8) years of service -	\$200
B.	After twelve (12) years of service -	\$300
C.	After sixteen (16) years of service -	\$400
D.	After twenty (20) years of service -	\$500

Longevity payments shall be grandfathered for all employees hired prior to July 1, 2011. Employees hired prior to July 1, 2011 who have not begun to collect longevity pay will be entitled to longevity payments when they attain years of service that make them eligible.



4. Personal Hygiene Differential:

Instructional assistants, ABA Instructional Assistants, and Early Childhood Instructional Assistants who are required to perform personal hygiene duties for students who are at least age 6, e.g. toileting or diapering, shall be paid an additional \$1.00 per hour for all hours worked.

5. The first paycheck of the school year shall generally be scheduled for the first Friday school is back in session and clarification on employee's deductions will be issued at the same time. All employees shall be paid via direct deposit.

## APPENDIX B - INSURANCE

1. All employees must participate in the Federal Social Security program.
2. Any bargaining unit employee whose customary employment is for twenty (20) hours or more per week for 120 days or more per year has the option of becoming a member of the Town of Bloomfield's retirement income plan under a CIGNA group annuity contract.
3. With the effective date of this Agreement, all employees in the bargaining unit who work thirty (30) or more hours per week shall be eligible for the following benefits:
  - A. Blue Cross/Blue Shield Century Preferred Plan: The Board shall provide a point-of-service plan as explained in the Description at the end of Appendix B.  
  
Premium Cost Sharing: Blue Cross/Blue Shield Century Preferred Plan including the 19-26 Dependent Rider. The employee shall pay fourteen percent of the annual cost for the individual, two person or family plan and the Board shall pay eighty-six (86) percent of the cost.
  - B. Effective July 1, 2014, the Board will make available as an option to employees a High Deductible Health Plan (HDHP) with the following features:
    - \$2000/\$4000 deductible
    - 50% of the deductible paid by the Board into a Health Savings Account
    - Premium Cost Share: 8%
  - C. Group Life Insurance: All employees who work thirty (30) or more hours per week may purchase group life insurance under the following schedule, with the cost of the insurance being split 85/15% with the employee paying fifteen (15) percent:
    1. Each employee who participates in this plan shall receive insurance coverage equal to twice his/her annualized salary.
    2. Employees seventy (70) or older shall receive insurance coverage based on the provisions in the Life Insurance Policy by the carrier.
  - D. Blue Cross Full Service Dental Plan with riders A through D and the 19-26 dependent rider on an 85/15% split with the employee paying fifteen (15) percent.
  - E. Employees hired before July 1, 1999, who opt not to accept the health insurance benefits provided in the Agreement (Blue Cross, Blue Shield, Dental and Major

Medical), shall be remunerated in the amount of \$300.00 at the end of each quarter of the year. Employees choosing this option shall be able to change their option effective on July 1 and each quarter thereafter by notifying the Benefits Coordinator at least sixty (60) days prior to the beginning of the quarter for which the change is requested. Employees hired on or after July 1, 1999 shall not be eligible for this waiver of insurance payment.

4. Tutors who work less than thirty (30) hours per week shall be entitled to purchase the insurance benefits listed in this contract at the group rate, with the tutor paying 100% of the cost of such insurance.
5. The Board shall have the option of changing medical and group insurance carriers provided that the overall level of benefits remains substantially equivalent.
6. Members of the bargaining unit who retire from service with the Bloomfield Board of Education shall be allowed to purchase the medical insurance programs outlined hereinabove, at no cost to the Board, at group rates designated by the carrier(s) for themselves and their dependents, subject to the approval of the carrier(s).

## APPENDIX B

### BLOOMFIELD PPO BENEFIT PLAN DESCRIPTION

#### Anthem Blue Cross Blue Shield Century Preferred Plan

COVERED SERVICE	IN-NETWORK SERVICES	OUT-OF-NETWORK SERVICES
<b>Covered Person Annual Deductible</b>	Not Applicable	\$250 individual \$500 two person \$625 family
<b>Covered Person Coinsurance</b>	Not Applicable	20% after deductible
<b>Covered Person Cost-Share Maximum</b>	Not Applicable	\$1,250 individual \$2,500 two person \$3,125 family
<b>Lifetime Maximum</b>	Unlimited	Unlimited
<b>PREVENTIVE SERVICES</b>		
<b>Well Child Care:</b> 7 exams from birth to 1 year 7 exams 1 through 5 years of age 1 exam every year from 5 through 11 years 1 exam every year from 11 through 22 years 1 exam every year 22+	No Copayment	Deductible & Coinsurance
<b>Adult Physical Examinations</b> <b>Periodic, routine health examinations</b> 1 exam every year 22+	No Copayment	Deductible & Coinsurance
<b>Routine Gynecological Visit</b> 1 visit per Calendar Year including pap smear	No Copayment	Deductible & Coinsurance
<b>Mammography</b> One baseline screening for female 35 through 39 years of age  One screening mammogram every Calendar Year for female 40 and older  Note: or more frequently if recommended by the woman's Physician (M.D.)	No Charge	Deductible & Coinsurance
<b>Vision Exams</b> 1 vision exam and refraction every Calendar Year	No Copayment	Deductible & Coinsurance
<b>Hearing Exams</b> 1 hearing exam every 2 Calendar Years	No Copayment	Deductible & Coinsurance
<b>Immunizations and Vaccinations</b> includes those needed for travel	No Copayment	Deductible & Coinsurance

## APPENDIX B

### BLOOMFIELD PPO BENEFIT PLAN DESCRIPTION

<b>MEDICAL CARE</b>		
<b>Medical Office Visit</b> Primary care office visits Specialist consultations OB/GYN care	\$20 Copayment	Deductible & Coinsurance
<b>Maternity Care</b> Initial visit subject to Copayment, no charge thereafter	\$20 Copayment	Deductible & Coinsurance
<b>Allergy Office Visit/Testing</b>	\$20 Copayment	Deductible & Coinsurance
<b>Allergy Injections</b> Immunotherapy or other therapy treatments Up to a maximum of 80 visits over a 3 Calendar Year period	No Copayment for Allergy Injection	Deductible & Coinsurance
<b>Diagnostic, Laboratory and X-ray Services</b>	No Charge	Deductible & Coinsurance
<b>High Cost Diagnostic Tests</b> MRI, MRA, CAT, CTA, PET and SPECT scans	No Charge	Deductible & Coinsurance
<b>HOSPITAL CARE – <i>Prior authorization required</i></b>		
<b>All Inpatient Admissions</b> Semi-private room Maternity and newborn care	\$200 Copayment Copayment is waived if readmitted within 30 days for same diagnosis	Deductible & Coinsurance
<b>Skilled Nursing Facility</b> up to 120 days per Calendar Year	\$200 Copayment Copayment is waived if admitted within 3 days of hospital discharge	Deductible & Coinsurance
<b>Specialty Hospital (Rehabilitation)</b> 60 days per Covered Person per Calendar Year	\$200 Copayment	Deductible & Coinsurance
<b>Outpatient Surgery</b> In a licensed ambulatory surgical center (including colonoscopy)	No Copayment	Deductible & Coinsurance
<b>EMERGENCY CARE</b>		
<b>Walk-in centers</b>	\$20 Copayment	Deductible & Coinsurance
<b>Urgent care – <i>at participating centers</i></b>	\$75 Copayment	Paid as an In-Network Service
<b>Emergency Room Treatment</b> Emergency Room Copayment waived if the Covered Person is admitted directly to the Hospital from the emergency room	\$75 Copayment	Paid as an In-Network Service
<b>Ambulance</b> Land / Air Unlimited	No Charge	No Charge

## APPENDIX B

### BLOOMFIELD PPO BENEFIT PLAN DESCRIPTION

<b>MENTAL HEALTH / SUBSTANCE ABUSE CARE</b>		
<b>Inpatient</b> –unlimited	\$200 Copayment	Deductible & Coinsurance
<b>Outpatient / office visits</b> – unlimited – prior authorization after the 40th visit	\$20 Copayment	Deductible & Coinsurance
<b>OTHER HEALTH CARE</b>		
<b>Outpatient Rehabilitation</b> Outpatient rehabilitative and restorative physical, occupational, speech and chiropractic therapy for up to 50 combined visits per Calendar Year	\$20 Copayment	Deductible & Coinsurance
<b>Other Therapy Services:</b> Outpatient cardiac rehabilitation therapy Radiation therapy: Chemotherapy for the treatment of cancer Electroshock Therapy Kidney Dialysis in a Hospital or free-standing dialysis center	No Copayment	Deductible & Coinsurance
<b>Private Duty Nursing</b> limited to \$15,000 Per Calendar Year	Not Applicable	Deductible & Coinsurance
<b>Human Organ and Tissue Transplant Services</b> Unlimited	No Copayment	Deductible & Coinsurance
<b>Home Health Care</b> Nursing and therapeutic services limited to 200 visits  Home health aide services limited to 80 visits that are applicable to the 200 visit limit  \$420 Medical Social Services for terminally ill – Subject to Treatment Plan	No Copayment	Deductible* & 20% Coinsurance *After a \$50 Deductible has been met, the Covered Person shall pay the applicable Coinsurance, plus amounts above the Maximum Allowable Amount. The Deductible for Home Health Care benefits accrues towards the Covered Person’s annual Deductible.
<b>Infusion Therapy</b> Unlimited	No Copayment	Deductible & Coinsurance
<b>Durable Medical Equipment and Prosthetic Devices</b> Up to unlimited maximum per Covered Person per Calendar Year  <b>Hearing Aid Coverage</b> available for dependent children age 12 years and under with a maximum of \$1,000 within a two year period.	No Cost Share	Deductible & Coinsurance

## APPENDIX B

### BLOOMFIELD PPO BENEFIT PLAN DESCRIPTION

<b>Ostomy Related Services</b>	No Copayment	Deductible & Coinsurance
<b>Wig</b> Up to \$350 maximum per Covered Person per Calendar Year.	No Copayment	No Cost-Share
<b>Specialized Formula</b>	No Copayment	Deductible & Coinsurance
<b>Hospice Care</b> (inpatient) Covered within the last 6 months of life	No Copayment	Deductible & Coinsurance
<b>Infertility Services</b> Please see Maternity/Family Planning Section of this document		
<b>Office Visit</b>	\$20 Copayment	Deductible & Coinsurance
<b>Outpatient Hospital</b>	Same as Hospital Outpatient	
<b>Inpatient Hospital</b>	Cost-Share	Deductible & Coinsurance
<b>Infertility Drugs</b> The maximum supply of a drug for which benefits will be provided when dispensed under any one prescription is 30 day supply or 100 unit dose, whichever is greater Note: If this certificate has a Prescription Drug rider, see rider for infertility drug coverage. Infertility drugs will not apply to the Prescription Drug Rider Maximum. In the absence of a prescription drug rider then the coverage stated in this Schedule of Benefits will apply.	Same as Hospital Inpatient Cost-Share  Paid as Out-of-Network	
<b>PRESCRIPTION DRUGS</b>		
<b>Prescription Drugs:</b> The maximum supply of a drug for which benefits will be provided when dispensed under any one prescription is a 34 day supply retail or 100 unit dose mail order.  Diabetic equipment, drugs and supplies  Mail Order: 1x retail per 100 day supply  \$2,000 Maximum per calendar year then covered under Out of Network benefit.	\$5 Generic \$20 Formulary \$35 Nonformulary	Deductible & Coinsurance

**APPENDIX B**  
**ANTHEM BLUE CROSS BLUE SHIELD HEALTH SAVINGS ACCOUNT**  
**PREFERRED PROVIDER PLAN (PPO)**  
**SCHEDULE OF BENEFITS**

The Board of Education will contribute 50% of the annual health Savings Account deposit based on an annual total deposit of \$2,000 for an employee plan and \$4,000 for an employee plus one or family plan. The Board will pay set-up and monthly maintenance fees for Health Savings Account plans. Employees will assume responsibility for all other transaction fees. In Network Preventive Care Visits are paid 100% by plan and do not come out of the health savings account. In Network visits are first paid for by the annual deductible/health savings account and then covered 100% by the plan. Out of Network visits are first paid for by the annual deductible/health savings account and then the employee pays 20% of the claims up to the cost share maximum, then the claims are covered 100%.

<b>COST SHARE PROVISIONS</b>	<b>In-Network Member pays:</b>	<b>Out-of-Network Member pays:</b>
Annual Deductible <i>(individual / aggregate family)</i>	\$2,000 / \$4,000	
Coinsurance	Not Applicable	20% after deductible up to
Out of Network Out of Pocket Maximum <i>(individual / aggregate family)</i>	\$4,000 / \$8,000	
Lifetime Maximum	Unlimited	Unlimited

<b>COVERED SERVICE</b>	<b>IN-NETWORK SERVICES</b>	<b>OUT-OF-NETWORK</b>
<b>PREVENTIVE SERVICES</b>		
<b>Well Child Care</b>	No Cost-Share	Deductible & Coinsurance
<b>Adult Physical Examinations</b>	No Cost-Share	Deductible & Coinsurance
<b>Other Preventive screenings including but not limited to: Routine gynecological care: pap smear and pelvic exam, Prostate screening, Mammography screening, colorectal cancer screening, flexible sigmoidoscopy, colonoscopy, total cholesterol screening, lipid screenings and panels, diabetic screening (See Preventive Services in the Covered Services section for additional information) Immunizations and Vaccinations (Other than those needed for travel, see OTHER MEDICAL SERVICES section of the Schedule of Benefits)</b>	No Cost-Share No Cost-Share	Deductible & Coinsurance Deductible & Coinsurance
<b>HOSPITAL SERVICES</b>		
<b>All Inpatient Admissions</b>	Deductible	Deductible & Coinsurance



**APPENDIX B**  
**ANTHEM BLUE CROSS BLUE SHIELD HEALTH SAVINGS ACCOUNT**  
**PREFERRED PROVIDER PLAN (PPO)**  
**SCHEDULE OF BENEFITS**

<b>Specialty Hospital</b> 100 days per Member per Calendar Year. One maximum met rolls over to out-of-network benefit.	Deductible	Deductible & Coinsurance
<b>Outpatient Surgery</b> In a licensed ambulatory surgical center	Deductible	Deductible & Coinsurance
<b>DIAGNOSTIC SERVICES</b>		
<b>Diagnostic, Laboratory and X-ray Services</b>	Deductible	Deductible & Coinsurance
<b>High Cost Diagnostic Tests</b> MRI, MRA, CAT, CTA, PET, and SPECT scans	Deductible	Deductible & Coinsurance
<b>THERAPY SERVICES</b>		
<b>Outpatient Rehabilitation</b> Physical, occupational, and speech therapy and Chiropractic Care up to 50 visits per Member per Calendar Year. Once maximum met rolls over to out-of-network benefit.	Deductible	Deductible & Coinsurance
<b>Other Therapy Services:</b> Outpatient cardiac rehabilitation therapy Radiation therapy: Chemotherapy for the treatment of cancer Electroshock Therapy Kidney Dialysis in a Hospital or freestanding dialysis center	Deductible	Deductible & Coinsurance
<b>Allergy Office Visit/Testing</b>	Deductible	Deductible & Coinsurance
<b>Allergy Injections</b> Immunotherapy or other therapy treatments	Deductible	Deductible & Coinsurance
<b>MEDICAL EMERGENCY / URGENT CARE SERVICES</b>		
<b>Emergency Room Treatment</b> Emergency Room Cost-Share waived if the Member is admitted directly to the Hospital from the emergency room	Deductible	Deductible
<b>Urgent Care Services</b>	Deductible	Paid as In-Network Emergency
<b>Ambulance</b> Land & Air: Paid according to the Department of Public Health Ambulance Service Rate Schedule	Deductible	Deductible
<b>PHYSICIAN MEDICAL/ SURGICAL SERVICES</b>		
<b>Medical Office Visit</b>	Deductible	Deductible & Coinsurance
<b>Services of a Physician or Surgeon</b> (Other than a medical office visit)	Deductible	Deductible & Coinsurance

**APPENDIX B**  
**ANTHEM BLUE CROSS BLUE SHIELD HEALTH SAVINGS ACCOUNT**  
**PREFERRED PROVIDER PLAN (PPO)**  
**SCHEDULE OF BENEFITS**

<b>MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES</b>		
<b>Outpatient Treatment for Mental Health Care and Substance Abuse Care</b>	Deductible	Deductible & Coinsurance
<b>Inpatient Hospital Services</b> In a Hospital or Residential Treatment Center for Mental Health Care	Deductible	Deductible & Coinsurance
<b>Inpatient Rehabilitation Treatment for Substance Abuse Care</b> In a Hospital or Substance Abuse Treatment Facility	Deductible	Deductible & Coinsurance
<b>OTHER MEDICAL SERVICES</b>		
<b>Skilled Nursing Facility</b> Up to 120 days per Calendar Year	Deductible	Deductible & Coinsurance
<b>Immunizations and Vaccinations for Travel</b>	Deductible	Deductible & Coinsurance
<b>Prescription Drugs (Retail Pharmacy)</b> The maximum supply of a drug for which benefits will be provided when dispensed under any one prescription is a 30-day supply.	Deductible	Deductible & Coinsurance
<b>Mail Order Prescription Drugs</b> The maximum supply of a drug for which benefits will be provided when dispensed under any one prescription is a 1-90-day supply.	Deductible	Deductible & Coinsurance
Diabetic drugs and supplies	Deductible	Deductible & Coinsurance
<b>Human Organ and Tissue Transplant Services</b> Unlimited maximum	Deductible	Deductible & Coinsurance
<b>Home Health Care</b> Nursing and therapeutic services limited to 200 visits  Home health aide services limited to 80 visits that are applicable to the 200 visit limit	Deductible	Deductible & Coinsurance
<b>Infusion Therapy</b> Unlimited lifetime maximum	Deductible	Deductible & Coinsurance

**APPENDIX B  
ANTHEM BLUE CROSS BLUE SHIELD HEALTH SAVINGS ACCOUNT  
PREFERRED PROVIDER PLAN (PPO)  
SCHEDULE OF BENEFITS**

<p><b>Durable Medical Equipment and Prosthetic Devices</b></p> <p><b>Hearing Aid Coverage</b> Available for dependent children age 12 years and under with a maximum of \$1,000 within a two year period.</p> <p><b>Diabetic equipment, and supplies</b></p>	Deductible	Deductible & Coinsurance
<p><b>Ostomy Related Services</b></p>	Deductible	Deductible & Coinsurance
<p><b>Hospice Care (inpatient)</b></p>	Deductible	Deductible & Coinsurance
<p><b>Wig</b> Up to \$500 maximum per Member per Plan Year.</p>	Deductible	Deductible & Coinsurance
<p><b>Specialized Formula</b></p>	Deductible	Deductible & Coinsurance
<p><b>Infertility Services</b> Please see Maternity/Family Planning Section of this document</p> <p><b>Office Visit</b></p> <p><b>Outpatient Hospital Inpatient</b></p> <p><b>Hospital</b></p> <p><b>Infertility Drugs</b> The maximum supply of a drug for which benefits will be provided when dispensed under any one prescription is 30 day supply</p>	<p>Deductible</p> <p>Deductible</p> <p>Deductible</p> <p>Deductible</p> <p>Deductible</p>	<p>Deductible &amp; Coinsurance</p> <p>Deductible &amp; Coinsurance</p> <p>Deductible &amp; Coinsurance</p> <p>Deductible &amp; Coinsurance</p> <p>Deductible &amp; Coinsurance</p>
<p><b>Maternity</b></p>	Deductible	Deductible & Coinsurance