

AGREEMENT BETWEEN

NEWTOWN BOARD OF EDUCATION

AND

**NEWTOWN FEDERATION OF
EDUCATIONAL PERSONNEL
LOCAL 3785, AFT-CT, AFT, AFL-CIO**

JULY 1, 2023 - JUNE 30, 2026

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The parties agree to use they/them/their pronouns throughout this agreement. The choice is strictly arbitrary and does not necessarily reflect the actual gender of any employee.

ARTICLE 1 - AGREEMENT

This agreement is made and is effective from July 1, 2023 to June 30, 2026 by and between the Newtown Board of Education (hereinafter referred to as the "Board") and the Newtown Federation of Educational Personnel (hereinafter referred to as the "Federation").

ARTICLE 2 - RECOGNITION

The Board recognizes the Federation as the exclusive bargaining representative for the technology staff and all permanent office and clerical employees employed in the local schools or the central office of the Newtown school system, excluding the Secretary to the Superintendent and the Human Resources Coordinator for the purposes of bargaining collectively on wages, hours, and other conditions of employment.

ARTICLE 3 - BOARD RIGHTS

Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Board has and will continue to retain whether exercised or not, all the rights, powers and authority heretofore had by it, and shall have the sole right, responsibility and prerogative of management of the affairs of the Board of Education and direction of the working forces, including, but not limited to those rights provided by Conn. Gen. Stat. 10-220 and the following:

- a) To determine the care, maintenance and operation of equipment and property used for and in behalf of the purposes of the Board.
- b) To establish or continue policies, practices and procedures for the conduct of Board business and, from time to time, to change or abolish such policies, practices, or procedures.
- c) To discontinue processes or operations or to discontinue their performance by employees.
- d) To select and to determine the number and types of employees required to perform the Board's operations, and to create, modify and/or eliminate positions accordingly.
- e) To employ, transfer, promote or demote employees, or to lay off, furlough, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Board.
- f) To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Board, provided such rules and regulations are made known in a reasonable manner to the employees affected by them. Nothing in the preceding sentence shall be construed to prevent the Board from taking disciplinary action against an employee

for conduct not prohibited by a specific rule or regulation if the employee should reasonably have known that such conduct was improper.

- g) To create job specifications and revise existing job specifications, subject to the Union's right to negotiate the assigned wage rates.
- h) To determine the work year, work day and work schedules for employees.

ARTICLE 4 - EMPLOYEE RIGHTS

Nothing in this agreement shall be construed as abridging a right or benefit that the employees as a whole have heretofore enjoyed unless specifically superseded by a provision of this agreement.

ARTICLE 5 - WORK SCHEDULE

1. Workday

- a) The workday of all full-time personnel covered by this agreement shall be seven (7) hours, exclusive of a lunch period without pay. Starting time, lunch period, and leaving time shall be established by the respective supervisor, subject to the approval of the Superintendent.
- b) Work schedules of part-time employees shall be determined by the supervisor, subject to the approval of the Superintendent.
- c) Employees shall be entitled to one (1) paid in-service day annually with advance approval from their supervisor. All bargaining unit employees shall be offered appropriate training as needed annually.

2. Work Schedules

Forty-week (40) employees' work year shall be one hundred eight-eight (188) days. Forty-two (42) week employees' work year shall be one hundred ninety-eight (198) days. Fifty-two (52) week employees shall work the full calendar year.

3. School Closings

On days when school is closed by the Superintendent because of weather conditions, fifty-two (52) week Federation personnel may report to work, if the employee believes that it is safe to come to the school or central office. Should any of these fifty-two (52) week Federation personnel not report to work out of safety concerns, they must use a personal day, floating holiday, or vacation day for each snow (weather) day they do not come in, unless the roads are declared closed, or they are directed not to come in by the Superintendent. If and only if such an employee has no remaining personal days, floating holidays, or vacation days, the employee will not be paid for the day.

4. Early Closings

Employees shall be permitted to leave early during inclement weather conditions that are determined to be hazardous by the Superintendent designee after the last bus has arrived home with students.

5. Delayed Openings

On days when the Superintendent has declared a delayed opening, employees who are scheduled to report to work at or before the beginning of the school day, if conditions are hazardous, shall be allowed up to one (1) hour from their normal start time to report to work without loss of pay. Employees shall make every reasonable effort to report to work as close to the start time as possible.

ARTICLE 6 - SICK LEAVE

1. All employees covered by this contract working fifty-two (52) weeks shall be allowed eighteen (18) sick leave days each year, cumulative to one hundred fifty (150) days. Those employees working less than fifty-two (52) weeks shall be allowed fifteen (15) sick leave days each year, cumulative to one hundred twenty (120) days. Employees shall be entitled to use five (5) sick days each school year in the event of serious illness for the employee's spouse, child or parent. Sick leave will be prorated for new hires.
2. Whenever an employee is absent from school as a result of personal injury caused by an accident arising out of and in the course of their employment, they shall be paid their full wages (less the amount of any Workers' Compensation payment award made for the temporary disability due to said injury) for a period of such absence up to six (6) months from the date of injury. The prorated portion of payment made by the Board of Education will be charged against the employee's sick leave.
3. Unless an employee is on an approved paid leave, absences occurring immediately before and immediately after a paid holiday will cause such paid holiday to be charged as a "sick day."

ARTICLE 7 - PERSONAL LEAVE

1. All fifty-two (52) week employees covered by this agreement shall be entitled to five (5) days of absence with pay each year, and employees working less than fifty-two (52) weeks shall be entitled to three (3) days of absence with pay each year, for legal, religious, business, or family matters which cannot be attended to outside of the work day. For purposes of this article, "family matters" includes matters involving an employee's parent, spouse or child. These leaves shall be pro-rated for new hires. Personal leaves shall not accumulate. Leaves of absence for these purposes shall be in addition to any sick leave accumulated. It is expressly agreed that such leaves are not to be for extension of vacation periods, recreation, or holidays, unless approved by the Superintendent, in the Superintendent's sole discretion, in advance of such leave.
2. Requests for such leave shall be made in writing by central office employees to the immediate supervisor, and to the building principal for all other employees covered by this agreement, at least twenty-four (24) hours before taking such leave (except in the case of emergency), and the employee shall state the reason for taking such leave as set forth in subsection 1. Such leave shall be granted by the immediate supervisor or building

principal, as applicable, except in cases where such leave would cause operational difficulty for the school system.

ARTICLE 8 - BEREAVEMENT LEAVE

Employees covered by this agreement shall be granted leave with full pay for a period of up to a maximum of five (5) days following a death in the household or immediate family. Immediate family members shall be defined as parents, foster parents, guardians, brothers, sisters, mother-in-law, father-in-law, spouse, children, stepchildren, or grandchildren. There will be a maximum of three (3) days for grandparents and brothers-in-law or sisters-in-law. In special cases, allowance may be made by the Superintendent or designee.

ARTICLE 9 - VACATIONS

For the purpose of this article, years of service shall mean an employee's total length of continuous service with the Board of Education based upon their anniversary date. Part time service in a position not eligible for vacation time will be converted to full time equivalent for determination of total length of service.

Vacation Compensation

For forty (40) and forty-two (42) week employees hired before July 1, 2023, vacation compensation will be paid at the beginning of summer recess. Forty (40) and forty-two (42) week employees hired on or after July 1, 2023 shall not be eligible for vacation compensation. Payment for vacation time will be made on a pro-rated basis to employees at the time of termination, resignation, or retirement occurring prior to the summer recess.

<u>Years of Service</u>	<u>Vacation</u>
10	2 working days
20	5 working days

Vacations for fifty-two (52) week employees shall be earned on the accrual system. All employees covered by this agreement who work fifty-two (52) weeks per year, shall receive any periodic increase in vacation time, e.g. from ten (10) days to fifteen (15) days, on their appropriate anniversary date. The increased vacation time will result in an increase in the monthly accrual rate.

Vacations shall be earned as follows:

Less than 1 year	½ day per month of service, not to exceed 5 days
At least 1 but less than 5 years	10 days accrued at the rate of .834 days per month
At least 5 but less than 10 years	15 days accrued at the rate of 1.25 days per month
10 or more years	20 days accrued at the rate of 1.67 days per month

Only vacation time that has been earned may be taken; advances or use of unearned vacation time will not be allowed. Vacation time carry over allowance is based upon eligible years of service and accrual rate. Vacation time not used according to the following schedule will be forfeited unless approval to carry over additional time has been granted by the Superintendent. No more

than twenty (20) earned vacation days will be paid out to employees at the time of termination, resignation, or retirement.

Employees may carry over up to the total amount of vacation days earned in the prior fiscal year.

All fifty-two (52) week employees may take their vacations at any time during the year with the approval of their supervisor.

ARTICLE 10 - HOLIDAYS

All employees shall be granted the following paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving Day
President's Day	Day after Thanksgiving Day
Good Friday	Christmas Day
Memorial Day	3 Floating Holidays (by mutual agreement)
Independence Day*	

* Independence Day is not a holiday for employees working fewer than fifty-two (52) weeks.

If school is in session on any of the above holidays, an additional day off shall be available to the employee. This additional day off shall be scheduled by mutual agreement between the employee and their supervisor. All floating holidays must be used by the end of the employee's scheduled work year.

Employees shall receive the holidays that fall during their normal work year. If a holiday falls on a Saturday or Sunday, it will be observed on Friday or Monday at the discretion of the administration.

In years in which Christmas Eve is a scheduled workday, those employees who are scheduled to work that day, and actually work in the morning, shall receive a one-half (1/2) holiday off with pay.

ARTICLE 11 - JURY DUTY

Any employee covered by this contract who is called for jury duty shall receive the necessary leave to fulfill this legal obligation. The employee shall receive a rate of pay equal to the difference between the applicable wage rate and the jury fee. The employee called for jury duty shall notify the Superintendent in writing as soon as the employee has received either (a) a notice from the court indicating that they have been selected for service on the jury panel, or (b) notice to appear in court for service on the jury panel.

ARTICLE 12 - GENERAL LEAVE

1. Leaves of absence not covered by any other provision of this Agreement may be granted by the Superintendent, with or without wages, in the Superintendent's sole discretion. Such leaves shall be without benefits, and for a duration to be approved by the Superintendent. The period of leave shall not exceed one (1) year unless the Superintendent agrees that extenuating circumstances exist, and the Superintendent approves an extension of the leave.
2. An employee intending to return to work from any leave of absence shall file a notice of such intention with the Superintendent on or before March 1 preceding the scheduled date of return, or on a date established by the Superintendent at the commencement of the leave if the employee is scheduled to return on a date other than at the commencement of a school year. An employee returning from a leave of absence who files such notice by the required date shall be reinstated to their previous position, if available, or to a comparable position for which they are qualified, provided that such reinstatement does not require the Board to violate any other employee's rights under the law. Failure to file a notice of intent to return with the Superintendent by the required date shall cause the employee to be deemed to have resigned effective on the applicable notice of return date.

ARTICLE 13 - HEALTH, ACCIDENT AND LIFE INSURANCE

Health Insurance

The Board shall offer the current Anthem Lumenos High Deductible Health Plan (HDHP), with a Health Savings Account (HSA) feature, as outlined and detailed in Appendix B, with deductibles of \$2,250/\$4,500, whereby the deductibles shall be funded by the Board forty-five percent (45%) (with pro-rated funding of the deductible for employees who are hired after commencement of the insurance plan year). For the 2023-24 and 2024-25 contract years, the Board shall deposit one-half of its contribution into the employee's HSA in July and the remaining one-half of its contribution in January. Effective with the 2025-26 contract year, the Board shall deposit one-half of its contribution into the employee's HSA in September and the remaining one-half of its contribution in January. The plan, including post-deductible prescription co-pays set forth in Appendix B shall apply.

The premium cost share for this Plan for covered employees will be:

Year	Anthem Lumenos HSA HDP
7/1/2023	18% premium co-payment
7/1/2024	18.5% premium co-payment
7/1/2025	19% premium co-payment

Once the deductibles are met the prescription coverage co-pays shall be as follows:

Generic/Brand-preferred/Brand non-preferred
\$10/\$30/\$50 2x copay for mail order 90 Supply

The parties acknowledge that the Board's contribution toward the funding of the HSA Plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed educational personnel. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment.

Wellness Incentive: The HSA plan set forth in this Article shall include a wellness incentive program, designed to provide early diagnosis and appropriate information to patients so that they and their health care professionals can determine appropriate, timely courses of treatment as needed. The wellness program will include preventive physical examinations. If the employee and the employee's spouse (if applicable) complete one (1) preventive physical examination during the term of the contract, the Board will make a one-time contribution into the employee's HSA, in the following amounts, as applicable:

Individual coverage: \$100

Family coverage (includes Single +1 coverage): \$200

For the purposes of this paragraph, the measurement period for completing the physical examination will be the period beginning July 1, 2023 and ending December 31, 2025. The Board will make its additional HSA contributions by June 30, 2026.

A Health Reimbursement Account ("HRA") shall be made available for any employee who is precluded from participating in a Health Savings Account ("HSA") because the employee receives Medicare and/or veterans' benefits. The Board's annual contribution to the HRA account for employees shall be equal to the amount they contribute for the employees enrolled in the "HSA."

For all purposes under this article, a dependent child shall be defined according to applicable law.

- a) Currently as of the date of ratification it covers children up to, but not including age twenty-six (26). This definition may change during the course of the contract.
- b) This includes employee's dependent unmarried children who are incapable of self-sustaining employment by reason of physical or mental disability; if this child is receiving Social Security disability payments, and is eligible for Medicare, then Medicare shall be the primary insurer.

Excise Tax. If the Board determines that the total cost of a group health plan or plans offered under this contract triggers an excise tax under Internal Revenue Code Section 4980I, or any other local, state or federal statute or regulation, the parties will, upon the request of the Board, engage in midterm negotiations solely to address the impact of the excise tax. Such midterm negotiations may include proposals designed to address the increased costs of insurance coverage including but not limited to, proposals designed to: modify the plan so as to reduce the cost of the plan below the excise tax thresholds and/or reduce the amount of any applicable excise tax, revise employee contributions to the costs of health insurance coverage, and/or allocate the responsibility for increased costs associated with the imposition of the excise tax.

In the event of a question about a dependent receiving insurance coverage, the Board may require the employee to provide a copy of that portion of the employee's Federal Income Tax Return, which lists dependents, or other legal documents showing the employee's legal responsibility to provide health insurance.

All unit employees are eligible for health insurance coverage when regularly scheduled to work twenty-seven and one-half (27.5) hours or more per week.

The Board reserves the right to study alternative health insurance plans with different carriers and to change insurance carriers on health insurance provided the following steps occur:

1. The plan suggested as an alternative must contain coverage and benefits and administration comparable to the plans presently in place at no additional cost to the employee. The Federation shall have an opportunity to study the proposed plan for a period of forty-five (45) calendar days.
2. If at the end of the aforementioned forty-five (45) calendar days there is a disagreement between the parties on whether or not the plan offers the requisite coverage, benefits, portability, and administration, then the issue will be sent to a mutually selected arbitrator. If the parties are unable to agree on an arbitrator, the American Arbitration Association shall be required to appoint an arbitrator with expertise in the health insurance field in accordance with its rules and regulations. The decision of the arbitrator shall be binding on the parties. If the arbitrator rules that, the Board's proposed alternate carrier meets the criteria previously outlined in this section and the Board changes carriers, the standards must be maintained during the life of the contract. The Federation shall retain the right to ask the arbitrator to reinstate the original carrier if the standards as outlined are not maintained.

The employee's option to cancel coverage or to reinstate coverage may be made during an open enrollment period, for a minimum of twenty (20) calendar days, established annually by the Board in May or June. In addition, the option to reinstate coverage may be made upon a qualified change in family status, such as marriages, divorce, birth of a child, spousal benefit coverage loss, etc.

Dental Insurance

All employees regularly scheduled to work twenty-seven and one-half (27.5) hours or more per week shall pay the following percentages of the premium cost for dental insurance coverage:

<u>2023-2024</u>	<u>2024-2025</u>	<u>2025-2026</u>
22%	23%	23.5%

Accidental Death, Dismemberment and Life Insurance

All employees regularly scheduled to work twenty-seven and one-half (27.5) hours or more per week will have Accidental Death and Dismemberment and Life Insurance in the amount of sixty thousand dollars (\$60,000).

Retiree Insurance

Eligible employees who retire after twenty-five (25) years of qualified service having attained age sixty-two (62) will be able to maintain individual health insurance coverage at their expense until they become eligible for Medicare. Eligible employees must be actively enrolled in the medical insurance program at the time of retirement and must have been enrolled in the medical insurance program for the complete fiscal year prior to retirement. A qualified year of service is one in which the employee worked twenty (20) or more regularly scheduled hours for forty (40) or more weeks

in the year. Extra hours worked or hours worked as a substitute, intern, student, or temporary employee will not count towards years of service.

Long Term Disability

The major benefit provisions are as follows:

1. Benefit: 50%
2. Maximum Monthly Benefit: \$4,000
3. Elimination Period: 180 days

ARTICLE 14 - PENSION PLAN

Employees' participation in the Town Pension Plan is mandatory for all eligible employees hired prior to November 17, 2015. A copy of that plan will be available to each new employee. The plan shall be administered in accordance with the rules and regulations of the Town Pension Plan. Employees will be notified annually of pension status. Employees hired on or after November 17, 2015 shall only be eligible to participate in the Town's Defined Contribution Plan.

ARTICLE 15 - VACANCIES AND TRANSFERS

Notices announcing any office staff vacancies will be posted on the district website for at least five (5) working days. Interested candidates working under this agreement who meet the minimum qualifications shall be granted an interview for any such opening. Any employees covered by this agreement shall be given full consideration for any such newly designated or created positions for which the employee is, in the sole judgment of the Superintendent, qualified on the basis of ability, education, and experience.

1. Employees transferred because of decreased enrollment or program curtailment shall have the right to return to their original schools in the reverse order in which they transferred out, upon recall for openings. Such employees shall have priority in filling posted vacancies in their own schools.
2. It is recognized that an emergency transfer in case of illness, injury, or other emergency may be made by the Superintendent.
3. Employees must apply for any staff vacancies online on the district's website.

ARTICLE 16 - ECONOMIC LAY-OFFS

In the event of lay-offs due to economic conditions, the affected employee(s) shall be given a thirty (30) calendar day notice, the following process will be followed:

1. Whenever a position is eliminated or has the hours of work reduced, the affected employee in said position shall have the right to displace the least senior employee in the same classification with the same hours or less as long as the employee has the skills and the ability to perform the work.

2. The employee shall be notified of the position elimination or reduction by the Board or its agent through written notice sent to the employee's last address of record. A copy shall be sent to the Federation president. The notice should include the title of the position to be eliminated or reduced and the effective date. Employees are responsible for advising the Board of any change in address.
3. The employee affected by the elimination or reduction will have seven calendar days from mailing of the written notice to communicate in writing to the Board their desire to displace another employee. Copies shall be sent to the Federation president.
4. An employee will remain on a recall list for a period of one (1) calendar year from their layoff. Recall shall be made via certified mail and shall be mailed to last address of record.
5. Recall will be by reverse seniority within the classification to positions which the employee has the skills and ability to perform the work. Employees shall be responsible for notifying the Board of any change in address. The employee shall have seven (7) calendar days from mailing of the recall offer in which to accept the recall.
6. An employee will have one opportunity for recall. Failure to respond in writing within seven (7) days, or rejection of any offer, will cause the employee to forfeit their recall right.
7. No new person may be employed within a classification until all eligible employees on lay-off have been offered the position.

ARTICLE 17 - GRIEVANCE PROCEDURE

1. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems, which may from time-to-time arise affecting the welfare or working conditions of members of this unit. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate.

2. Definitions

- a) As used in this agreement, the word "grievance" is hereby defined to mean any complaint that a specific provision of this agreement has been misapplied or misinterpreted by the Board or the Superintendent (or Superintendent's agent), or by an administrator acting in a supervisory capacity.
- b) As used in this agreement, the word "grievant" is hereby defined to mean any person who files a grievance.
- c) As used in this article, the word "days" shall mean business days on which Central Office is open.

3. Time Limits

- a) Since it is important that grievances or disputes be processed as rapidly as possible,

the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement in writing.

- b) Any grievance not presented for disposition within twenty (20) days of the occurrence of the conditions giving rise thereto shall not thereafter be considered a grievance.
- c) Failure by the grievant at any level to appeal a grievance to the next level within the specified time limit will be deemed acceptance of the decision rendered at that level.

4. General Provisions

- a) Any written grievance must set forth the specific article and section of this Agreement that has allegedly been misinterpreted or misapplied.
- b) If no written response to the grievance is rendered by the deadline at any step, the grievant may proceed to the next step.

5. Steps of the Grievance Procedure

- a) First Step - Grievant and Immediate Supervisor - Informal
The grievant will discuss the matter with their immediate supervisor or principal, directly or through the Federation representative, with the objective of resolving the matter informally.
- b) Second Step - Grievant and Immediate Supervisor - Formal
If the grievant is not satisfied with the outcome of the informal procedure and they desire to proceed further, they will present the grievance in writing to their principal or immediate supervisor within twenty (20) days of the event giving rise to the grievance. The principal or immediate supervisor will provide the grievant with a written response within ten (10) days of receipt of the written grievance.
- c) Third Step - Superintendent
If the grievant is not satisfied with the disposition of the grievance at the Second Step, the grievant may submit their written grievance to the Superintendent or their designee within ten (10) days after the response at the Second Step.

Within five (5) days after receipt of the written grievance, the Superintendent or their designee shall meet with the grievant (and representative of the Federation if the grievant so desires) in an effort to resolve it. The grievant shall be given a written response to their grievance within ten (10) days after such meeting.

- d) Fourth Step - Board of Education
If the grievant is not satisfied with the disposition of the grievance at the Third Step,

the grievant may file such written grievance to the Board within fifteen (15) days after the Superintendent's written response at the Third Step. The grievance will be heard by the Board or Board committee no later than thirty (30) days after its receipt of the grievance. The decision of the Board or Board committee will be rendered in writing within fifteen (15) days of the hearing.

e) Fifth Step - Arbitration

If the grievance is not settled at the Fourth Step, the Federation may submit the grievance to final and binding arbitration before an arbitrator selected in accordance with the voluntary Rules of Labor Arbitration of the American Arbitration Association, provided that such submission is made within ten (10) days after the decision was rendered or should have been rendered at Level Four, and provided further, such grievance may be arbitrated under the American Arbitration Association's expedited rules if the parties mutually agree to do so, such agreement is not to be unreasonably withheld by either party.

The arbitration proceedings shall be conducted in accordance with the rules of the American Arbitration Association. The arbitrator shall hear only one grievance at a time. The arbitrator shall have no authority to add to, subtract from, or modify the terms of this agreement. The fees and expenses of arbitration shall be borne equally by the parties.

The parties agree that the decision of the arbitrator shall be final and binding, except as otherwise provided by law, and that this grievance procedure shall be the sole and exclusive means of resolving claims which are encompassed within the definition set forth in Section 2(a) of this article.

No reprisals of any kind shall be taken by either party or any member of the administration against any participants in the grievance procedure by reason of such participation.

ARTICLE 18 - SENIORITY

Seniority shall be calculated and defined on two (2) separate bases for application within the body of this agreement.

1. Classification seniority is defined as the employee's total length of continuous service in a job classification covered by this agreement. This clause will be used to determine seniority in the event of economic layoffs.
2. Seniority for eligibility of benefits is defined as the employee's total length of continuous service with the Board. Specific credit for service, if applicable (part-time to full-time), shall be calculated by converting part-time yearly hours into full-time equivalence. This clause will be used to determine longevity, vacation benefits, etc.
3. All new employees are subject to a probationary period of ninety (90) calendar days, which may be extended another sixty (60) calendar days at the Superintendent's discretion.

Probationary employees may be disciplined or terminated by the Board or Superintendent, and such discipline or termination shall not be subject to the grievance procedure herein.

ARTICLE 19 - WAGES

1. All employees shall be paid in accordance with the Board's payroll schedule.
2.
 - a) All employees are required to submit their time records in a timely fashion.
 - b) The designation of personal and sick days on time records is binding, and cannot be changed after the fact, later than the next payroll period.
 - c) Employees shall be paid bi-weekly, via direct deposit, in accordance with the Board's established pay periods. Confirmation of payment shall be sent via e-mail.
3. During their probationary period, new hires will earn three percent (3%) less than indicated on the Wage Schedule. Federation employees transferring from one position in this bargaining unit to another position in this bargaining unit are exempt from this rule.
4. Overtime
 - a) Personnel who are requested by their supervisor to work beyond their regularly scheduled hours shall be paid overtime as follows for such additional hours:

Hours up to 8 hours in a day:	Straight-time
Hours beyond 8 hours in a day:	Time-and-a-half
Hours beyond 40 hours in a week:	Time-and-a-half
Saturday:	Time-and-a-half
Sunday:	Double-time
Holiday:	Double-time (when school is not in session)
 - b) All employees who are called into work for evenings or weekends shall be guaranteed a minimum of two (2) hours pay or the equivalent in compensation time.
 - c) Personnel working less than fifty-two (52) weeks who are required by the Superintendent to work during a school recess shall be paid on a straight-time basis during the first week of recess worked in any school year, and on a time-and-a-half basis for any additional recess which they are required to work during such school year.
5. Compensatory Time

By mutual agreement, compensatory time may be taken in lieu of overtime pay. Accrual of comp time shall be calculated at the overtime rate as defined in this agreement. Comp time must be used in the same fiscal year as it is earned. In the event that any comp time remains at the end of the fiscal year, it shall be paid out at the employee's regular rate. Accumulation of comp time shall be capped at twenty-one (21) hours per fiscal year and paid at the end of the fiscal year.

6. Longevity payments will be paid to eligible employees hired before July 1, 2023 in the first pay period in the month following their anniversary date and shall be taxed separately from their regular pay. Employees hired on or after July 1, 2023 shall not be eligible for longevity payments. Longevity payments will not be paid on a prorated basis to employees who terminate employment prior to their anniversary date.

10 years of service, but less than 15 years of service	\$ 700
15 years of service, but less than 20 years of service	\$ 900
20 years of service or more	\$1,100

7. General wage increase:

School Administrative Assistant, Level II:

7/1/2023-	the Wage Schedule shall be increased by 3.55%
7/1/2024-	the Wage Schedule shall be increased by 3.55%
7/1/2025-	the Wage Schedule shall be increased by 3.55%

School Executive Administrative Assistant:

7/1/2023-	the Wage Schedule shall be increased by 3.40%
7/1/2024-	the Wage Schedule shall be increased by 3.40%
7/1/2025-	the Wage Schedule shall be increased by 3.40%

All other bargaining unit employees:

7/1/2023-	the Wage Schedule shall be increased by 3.00%
7/1/2024-	the Wage Schedule shall be increased by 3.00%
7/1/2025-	the Wage Schedule shall be increased by 3.00%

8. There are some employees that are compensated at a rate that is higher than the rates contained in Appendix A of the Collective Bargaining Agreement. Those employees shall receive the annual negotiated increases in wages applied to their existing rates. Whenever such employee vacates their position, the new employee hired into that position shall receive the rate as indicated in the contract. There is no implication that an employee at the base rate will move up to the higher rate.

ARTICLE 20 - DUES DEDUCTION

The Board shall honor members' individually authorized deductions forms and shall make such deductions in the amounts certified by the union for union dues, or fees. The Federation shall hold the Board harmless against all claims and any other forms of liability that may arise by reason of any action taken in making deductions and remitting it to the Federation.

ARTICLE 21 - MISCELLANEOUS

1. This contract is subject to all policies and job descriptions approved by the Board as relating to office personnel of Newtown Public Schools. In the event that the Board

establishes new or revised positions within the bargaining unit, the parties will negotiate the salaries and/or differentials for such positions.

2. All employees shall receive an annual performance review by their immediate supervisor.
3. Employees shall be paid the established IRS rate per mile as reimbursement for the use of their personal vehicle to perform their job. Mileage driven to and from home and work is not reimbursable.

ARTICLE 22 - DURATION

This contract will be in force from July 1, 2023 to until June 30, 2026, or until a new contract is signed.

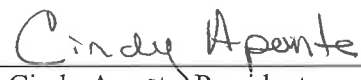
ARTICLE 23 - SAVINGS CLAUSE

If any provision of this agreement is, or at any time shall be found contrary to law, then the provision shall not be applicable except to the extent permitted by law. The Board and the Federation shall jointly consider the effect of such a finding and determine what, if any, future action may be required. During this period, all other provisions shall continue in effect.

Newtown Board of Education

Newtown Federation of Educational
Personnel, Local #3785

By: 
Deborra Zukowski, Chairperson

By: 
Cindy Aponte, President

June 8, 2023
Date

6/9/23
Date

APPENDIX A

WAGES

<u>Classification</u>	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>
School Administrative Assistant, Level I	24.74	25.48	26.25
School Administrative Assistant, Level II	26.58	27.52	28.50
School Executive Administrative Assistant	29.10	30.09	31.11
Central Office Administrative Assistant	27.84	28.68	29.54
Central Office Executive Administrative Assistant	30.41	31.32	32.26
Bookkeeper	27.01	27.82	28.65
Central Office Bookkeeper	27.33	28.15	28.99
<u>Technology:</u>			
Network Specialist	39.35	40.53	41.74
Support Specialist	34.14	35.17	36.22
Support Technician	28.21	29.06	29.93
District Database Administrator	39.35	40.53	41.74
Database Specialist	34.14	35.17	36.22
Database Support Technician	28.21	29.06	29.93
<u>Coordinators:</u>			
Central Office Projects	30.62	31.54	32.49
Technology	30.62	31.54	32.49
NHS Data Base	30.62	31.54	32.49
Payroll/Accounts Payable	30.62	31.54	32.49
Special Education Project & Reports	30.62	31.54	32.49
Lead Payroll	34.27	35.30	36.36
Accounting Benefits	31.93	32.89	33.87
Business Office	31.93	32.89	33.87

New hires, during their probationary period, will earn three percent (3%) less than indicated on this schedule. Federation employees transferring from one position in this bargaining unit to another position in this bargaining unit are exempt from this rule.

Your summary of benefits



Anthem Blue Cross and Blue Shield, Newtown BOE H S A

Your Plan: Anthem Century Preferred PPO H S A \$2,250/\$4,500

Your Network: Century Preferred RX copays \$10/\$30/\$50

This summary of benefits is a brief outline of coverage, designed to help you with the selection process. This summary does not reflect each and every benefit, exclusion and limitation which may apply to the coverage. For more details, important limitations and exclusions, please review the formal Evidence of Coverage (EOC). If there is a difference between this summary and the Certificate of Insurance or Evidence of Coverage (EOC), the Certificate of Insurance or Evidence of Coverage (EOC), will prevail.

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Overall Deductible <i>See notes section to understand how your deductible works. Your plan may also have a separate Prescription Drug Deductible. See Prescription Drug Coverage section.</i>	\$2,250 person / \$4,500 family	
Out-of-Pocket Limit <i>When you meet your out-of-pocket limit, you will no longer have to pay cost-shares during the remainder of your benefit period. See notes section for additional information regarding your out of pocket maximum.</i>	\$3,250 person / \$6,500 family	\$5,500 person / \$11,000 family
Preventive care/screening/immunization <i>In-network preventive care is not subject to deductible, if your plan has a deductible. Included are the preventive care services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits.</i>	No charge	20% coinsurance after deductible is met
Doctor Home and Office Services Primary care visit to treat an injury or illness	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Specialist care visit	0% coinsurance after deductible is met	20% coinsurance after deductible is met

Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Routine Prenatal Care	No Charge	20% coinsurance after deductible is met
Routine Postnatal Care	No Charge	20% coinsurance after deductible is met
Other practitioner visits: Retail health clinic On-line Medical Visit <i>Live Health Online is the preferred telehealth solutions</i> www.livehealthonline.com Acupuncture <i>Covered</i>	0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met	20% coinsurance after deductible is met 20% coinsurance after deductible is met 20% coinsurance after deductible is met
Other services in an office: Allergy testing Chemo/radiation therapy Dialysis/Hemodialysis Prescription drugs <i>For the drugs itself dispensed in the office thru infusion/injection.</i>	0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met	20% coinsurance after deductible is met 20% coinsurance after deductible is met 20% coinsurance after deductible is met 20% coinsurance after deductible is met

Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<p>Diagnostic Services</p> <p>Lab:</p> <ul style="list-style-type: none"> Office Freestanding/Site-of-Service Lab Outpatient Hospital 	<ul style="list-style-type: none"> 0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met 	<ul style="list-style-type: none"> 20% coinsurance after deductible is met 20% coinsurance after deductible is met 20% coinsurance after deductible is met
<p>X-ray:</p> <ul style="list-style-type: none"> Office Freestanding/Site-of-Service Radiology Center Outpatient Hospital 	<ul style="list-style-type: none"> 0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met 	<ul style="list-style-type: none"> 20% coinsurance after deductible is met 20% coinsurance after deductible is met 20% coinsurance after deductible is met
<p>Advanced Diagnostic Imaging: <i>Imaging services include MRI, MRA, CAT, CTA, PET, and SPECT scans</i></p> <ul style="list-style-type: none"> Office Freestanding/Site-of-Service Radiology Center Outpatient Hospital 	<ul style="list-style-type: none"> 0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met 	<ul style="list-style-type: none"> 20% coinsurance after deductible is met 20% coinsurance after deductible is met 20% coinsurance after deductible is met

Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<p>Emergency and Urgent Care</p> <p>Urgent Care</p> <p>Emergency Room Facility Services</p> <p>Emergency room doctor and other services</p> <p>Ambulance Transportation</p>	<p>0% coinsurance after deductible is met</p> <p>0% coinsurance after deductible is met</p> <p>0% coinsurance after deductible is met</p> <p>0% coinsurance after deductible is met</p>	<p>20% coinsurance after deductible is met</p> <p>Covered as In-Network</p> <p>Covered as In-Network</p> <p>Covered as In-Network</p>
<p>Outpatient Mental Health and Substance Use Disorder</p> <p>Doctor office visit and Online Visit</p> <p>Facility visit: Facility fees</p> <p>Doctor Services</p>	<p>0% coinsurance after deductible is met</p> <p>0% coinsurance after deductible is met</p> <p>0% coinsurance after deductible is met</p>	<p>20% coinsurance after deductible is met</p> <p>20% coinsurance after deductible is met</p> <p>20% coinsurance after deductible is met</p>
<p>Outpatient Surgery</p> <p>Facility fees: Hospital</p> <p>Freestanding Surgical Center</p>	<p>0% coinsurance after deductible is met</p> <p>0% coinsurance after deductible is met</p>	<p>20% coinsurance after deductible is met</p> <p>20% coinsurance after deductible is met</p>

Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Doctor and other services	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Hospital Stay (all Inpatient stays including Maternity, Mental/Behavioral Health, Substance Abuse, Infertility, Hospice and Human Organ and Tissue Transplant services): Facility fees (for example, room & board) Doctor and other services	0% coinsurance after deductible is met 0% coinsurance after deductible is met	20% coinsurance after deductible is met 20% coinsurance after deductible is met
Recovery & Rehabilitation Home health care <i>Coverage is limited to 200 visits per benefit period (80 of those visits can be Home Health Aide visits). Limit is combined In-Network and Non-Network.</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Rehabilitation services (for example, physical/speech/occupational therapy/chiropractic): Office <i>Coverage for rehabilitative and habilitative physical therapy, occupational therapy, chiropractic and speech therapy combined is limited to 50 visits per benefit period. Limit is combined across professional visits and outpatient facilities. Limit is combined In- Network and Non-Network</i> Outpatient hospital <i>Coverage for rehabilitative and habilitative physical therapy, occupational therapy, chiropractic and speech therapy combined is limited to 50 visits per benefit period. Limit is combined across professional visits and outpatient facilities. Limit is combined In- Network and Non-Network</i>	0% coinsurance after deductible is met 0% coinsurance after deductible is met	20% coinsurance after deductible is met 20% coinsurance after deductible is met

Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<p>Cardiac rehabilitation</p> <p>Office</p> <p>Outpatient hospital</p>	<p>0% coinsurance after deductible is met</p> <p>0% coinsurance after deductible is met</p>	<p>20% coinsurance after deductible is met</p> <p>20% coinsurance after deductible is met</p>
<p>Skilled nursing care (in a facility) <i>Coverage for In-Network Provider and Non-Network Provider combined is limited to 120 days per benefit period.</i></p>	<p>0% coinsurance after deductible is met</p>	<p>20% coinsurance after deductible is met</p>
<p>Hospice</p>	<p>0% coinsurance after deductible is met</p>	<p>20% coinsurance after deductible is met</p>
<p>Durable Medical Equipment <i>Coverage for hearing aids is limited to 1 per ear every 2 years.</i></p>	<p>0% coinsurance after deductible is met</p>	<p>20% coinsurance after deductible is met</p>
<p>Prosthetic Devices <i>Mandatory coverage of a wig if prescribed by a licensed oncologist for a patient who suffers hair loss as a result of chemotherapy. Member cost share for prosthetic arms, legs and microprocessors is 0% coinsurance after deductible when In-Network.</i></p>	<p>0% coinsurance after deductible is met</p>	<p>20% coinsurance after deductible is met</p>

Your summary of benefits

Covered Prescription Drug Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Pharmacy Deductible	Combined with medical deductible	Combined with medical deductible
Pharmacy Out of Pocket	Combined with medical out of pocket maximum	Combined with medical out of pocket maximum
Prescription Drug Coverage <i>National Drug List</i> <i>This product has a 30-day supply is available at a Retail Pharmacy. A 90 day supply is available through Home Delivery.</i>		
Tier 1 - Typically Generic <i>Covers up to a 30 day supply (retail pharmacy). Covers up to a 90 day supply (home delivery program).</i>	\$10 copay after deductible is met (\$10 retail and home delivery).	20% coinsurance after deductible (retail)
Tier 2 – Typically Preferred Brand <i>Covers up to a 30 day supply (retail pharmacy). Covers up to a 90 day supply (home delivery program).</i>	\$30 copay after deductible is met (\$60 copay home delivery).	20% coinsurance after deductible (retail)
Tier 3 - Typically Non-Preferred Brand <i>Covers up to a 30 day supply (retail pharmacy). Covers up to a 90 day supply (home delivery program).</i>	\$50 copay after deductible is met (\$100 retail and home delivery).	20% coinsurance after deductible (retail)

Your summary of benefits

Notes:

- The family deductible and out-of-pocket maximum are non-embedded; the deductible can be met individually or accumulatively.
- Your coinsurance, copays and deductible count toward your out of pocket amount.
- For additional information on this plan, please visit sbc.anthem.com to obtain a "Summary of Benefit Coverage".
- If your plan includes out of network benefits, all services with calendar/plan year limits are combined both in and out of network.
- If your plan includes out of network benefits and you use a non-participating provider, you are responsible for any difference between the covered expense and the actual non-participating providers charge. When receiving care from providers out of network, members may be subject to balance billing in addition to any applicable copayments, coinsurance and/or deductible. This amount does not apply to the out of network out of pocket limit.

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Questions: Visit us at www.anthem.com

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Get help in your language

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If you have any questions about this document, you have the right to get help and information in your language at no cost. To talk to an interpreter, call (844) 682-6553.

Separate from our language assistance program, we make documents available in alternate formats for members with visual impairments. If you need a copy of this document in an alternate format, please call the customer service telephone number on the back of your ID card.

(TTY/TDD: 711)

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Armenian (հայերեն). Եթե այս փաստաթղթի հետ կապված հարցեր ունեք, դուք իրավունք ունեք անվճար ստանալ օգնություն և տեղեկատվություն ձեր լեզվով: Թարգմանչի հետ խոսելու համար զանգահարեք հետևյալ հեռախոսահամարով (844) 682-6553:

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MEMORANDUM OF AGREEMENT

The Newtown Board of Education (the "Board") and the Newtown Federation of Educational Personnel, Local 3785, AFT-CT, AFT, AFL-CIO (the "Federation") agree as follows, notwithstanding any provision of the parties' 2019-23 collective bargaining agreement to the contrary:

1. Cheryl Arendt and Margaret Rocca will be grandfathered in their 50-week positions.
2. Cheryl Arendt and Margaret Rocca will not work during the weeks of Spring Break and the week between Christmas and New Year holidays.
3. Upon separation from employment by the Board for Cheryl Arendt and Margaret Rocca, respectively, the positions held by each of them shall become 52-week positions.

NEWTOWN BOARD
OF EDUCATION

NEWTOWN FEDERATION OF
EDUCATIONAL PERSONNEL, AFT-CT,
AFT, AFL-CIO

By: Michelle Esposito

By: Carol Harris

Date: May 21, 2019

Date: May 22, 2019