

MODIFY DOCUMENT TO PROVIDE
FOR MONTHLY LABOR MANAGEMENT
MEETINGS.

New Haven Board of Education
2023 Custodian Negotiations
July 27, 2023
1:45 p.m.

TENTATIVE AGREEMENT
Subject to ratification by both parties

1. Term: 3 year agreement.

2. Salary:

Year 1: 3.5% GWI to all employees

Year 2: 3.0% GWI to all employees

Year 3: 3.0% GWI to all employees

3. Amend the Agreement throughout to assure the use gender neutral pronouns.

4. Clarify Article 9, Section 2 and amend Section 6 (a) to read:

Section 2

All disciplinary actions shall be applied ***by the Administrative and Supervisory staff and its designee(s)*** in a fair manner and shall be consistent with the nature of the infraction for which the disciplinary action is being applied.

Section 6(a)

All verbal and written warnings will be sealed in an employee's file after a period of one year two years if the employee has not received another verbal or written warning during that one two-year period. All other disciplinary records (e.g. suspension, loss of bidding rights, reduction in grades) shall be sealed in an employee record after two three years if the employee has not received additional discipline within that two three years and the employee has a good work record ***as determined by the Administrative and Supervisory staff and its designee(s)***.

5. Clarify Article 10, Section 2(B) to read:

B. Step 2 - If the employee is not satisfied with the answer at Step 1, ~~he/she~~ ***they*** shall then reduce ~~his/her~~ ***their*** grievance to writing within five working days of the supervisor's answer, on a form mutually agreed to by the parties. Such grievance must contain the following information:

1. A statement presenting, in a concise manner, the details of the grievance.
2. A statement outlining the relief sought; and
3. Specific reference to the clause or clauses of the agreement which the grievant feels have been violated.

The employee and/or ~~his/her~~ *their* chosen *Union* representative shall submit the written grievance to the Director of ~~Personal~~ *Personnel* and Labor Relations, who in turn, shall submit to the Union a written answer to the grievance within ten (10) working days of the day the written grievance is received.

6. Clarify Article 11, Section 1 to read:

Section 1

The parties recognize that only the Union, and not an individual employee, may submit a request for arbitration. In order to be considered, a request by the Union for arbitration must be received by the Board or its representatives within thirty (30) working days from the date of decision at Step 3 (c) of the Grievance Procedure. Grievances not appealed within this time shall be considered to have been withdrawn.

7. Amend Article 12, Section 1 to read:

Section 1

There shall be no discrimination against any employee *on the basis of their membership in a legally protected class* ~~because of his/her race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, present or past history of mental disorder, mental retardation, learning disability or physical disability, or political or union affiliation.~~ *Given administrative and judicial remedies otherwise available, grievances under this Article that are filed beyond the Superintendent level (i.e. Arbitration) shall be held in abeyance during the pendency of any administrative or judicial proceedings without prejudice to the position of either the Union or the Board.*

8. Clarify Article 13, Section 1 to read:

Section 1

The Employer maintains the exclusive right to direct the work force. This right shall include, but shall not be limited to, the right to: (a) direct employees; (b) hire, promote, transfer and assign; (c) suspend, demote, discharge, or take other disciplinary actions; (d) relieve employees from duty due to lack of work or for other legitimate reasons, except as may otherwise be provided herein; (e) take any action necessary in order to maintain the efficiency of the school system; (f) determine the methods, means, manner, and personnel by which services shall be rendered; (g) to take any actions necessary in situations of emergency; and (h) to carry out the responsibility of the Board to the students and citizens of New Haven. In exercising the management rights referred to above, the Board shall be bound by

the obligations imposed by law, as well as the responsibilities set forth in this Agreement. The Board of Education may exercise any or all of the foregoing rights and/or any other rights or authorities it is empowered by law to exercise or which are set forth in this Agreement either directly, or acting through its Superintendent or its managerial or supervisory employees or others, including outside contractors, to whom the Board has delegated such responsibility; provided, however, that only the Board, itself, may hire or discharge employees; and, provided further, that only the Board or its managerial or supervisory employees *and/or outside contractors to whom the Board has delegated such responsibility* may exercise the other rights which are set forth in subsections (a), (b) and (c) of this Section, above.

9. Amend Article 14, Section 2 to correct the following typographical error:

Section 2

It is mutually agreed that the ~~proceeding~~ *preceding* paragraph shall not alter the terms of this Agreement.

10. The parties agree that the legal representatives for the Union and the Board will meet prior to September 1, 2023 to discuss whether revisions to the Collective Bargaining Agreement are necessary in light of PA 21-25.

11. Clarify Article 17, Section 1 to read:

Section 1

Bargaining unit employees may be absent from their assigned duties for the five consecutive calendar days immediately following the death of a member of the immediate family. Should any of these days be one of ~~his/her~~ *their* regularly scheduled work days, ~~he/she~~ *they* will be compensated for such absence. The immediate family shall include spouse, child, parent, mother-in-law, father-in-law, brother, sister, grandparent, grandchild, or other relative who is an actual member of the employee's household. In no instance will an employee be compensated more than five (5) days *or for non-working days*.

12. Insurance:

1. Go from four plans to two plans

- a. Century Preferred PPO
- b. High Deductible Health Plan (HDHP)

2. Adjust the beginning cost shares for each plan

- a. Century Preferred PPO from 24.00% (currently at 27.00%)
- b. High Deductible Health Plan (HDHP) remains at 11.00%
- c. Cost shares increase by 0.5% per year (second and third year)

3. HDHP-New Enrollees

- a. First year members who switch will receive 65.00% contribution, back to 50.00% for the remaining contract period

4. Vision and Dental

- a. No changes

5. Prescription Drug plan RX - The changes only apply to the specialty drugs. All specialty drugs must go through Anthem's pharmacy (that's the current process). If one of those drugs qualifies for a coupon (are part of the cost relief program), someone from Anthem will notify and walk the member through on how to apply for the coupon. Anthem will also manage the renewal of the coupon. The member will be responsible for the cost after the coupon on the HDHP but it would be \$0 out of pocket for PPO (provided the medication is part of the cost relief program and the member has signed up for it).

- a. Convert from the IngenioRx National formulary to the Essential formulary.
 - 1. Increase Rx copays and add a fourth tier for specialty drugs as follows:
 - 2. High Deductible plans: Copays after deductible \$15/\$35/\$60/\$75 Retail; 2X Mail
- b. Non-High Deductible plans: \$15/\$35/\$60/\$75 Retail; 2X Mail
- c. Adopt Specialty Drug management provisions.
 - 1. High Deductible Plans: IngenioRx Specialty Accumulator Rules
 - 2. Non-High Deductible Plans: IngenioRx Cost Relief

13. Clarify Article 19, Section 2 and Section 5 to read:

Section 2 - Sick Leave Allowance

A. Sick leave shall be earned by each full-time permanent employee at the rate of one and a quarter working days for each calendar month of service, the total of which shall not exceed 15 working days in any 12 months.

B. Sick leave earned in any month of service shall be available at any time during any subsequent month, *subject to the accumulation restriction in Article 19, Section 3(A)*.

Section 5

A. Upon retirement, an employee shall be credited for the period of time corresponding to the amount of sick leave accumulated up to a maximum of 120 days provided that this provision in no way conflicts with any and all pension provisions. Payment for credited accumulated sick leave shall be made on a lump sum basis upon retirement. Employees who as of the date of issuance of the award in case number 2010-MBA-116 have accumulated in excess of 120 days shall not lose those days; the ability to accumulate shall not increase beyond the amount accumulated as of such date and shall decline as used until it reaches 120 days. Employees who become eligible for sick leave accrual after the issuance of the award in case number 2010-MBA-116 shall not be entitled to the payout of any accrued sick leave upon retirement.

B. Upon the death of an employee, the amount of sick leave time credited to the employee up to a maximum of 120 days shall be payable to his or her spouse or to the estate. *Employees hired after July 1, 2023 shall not be entitled to the payout of any accrued sick leave upon death.*

C. Upon the layoff of an employee, the amount of sick leave time credited to the employee up to a maximum of 120 days shall be paid in lump sum within one month of the employee's termination date. Employees hired after November 25, 2011 shall not receive any payment provided by this subsection.

14. Amend part of Article 31 to read:

Each employee shall be entitled to three (3) days per contract year to be known as personal leave with pay not charged to sick leave. An employee intending to utilize personal leave shall notify his/her Supervisor at least twenty-four hours prior to taking such leave unless such notification is impossible due to circumstances beyond the employee's control. *Personal days may be denied based on staffing needs. If multiple employees within the same building seek to utilize personal leave on the same day, seniority shall prevail.* Personal days must be utilized within the contract year or they will be lost. Employees shall not be entitled to compensation for unused personal days.

15. Delete Article 35 (Substance Abuse Policy) to avoid contradiction with Board Policies, state and/or federal law.

16. Amend Article 36, Sections 1 and 3 to read:

Section 1

The duration of this contract shall extend from July 1, ~~2018~~ **2023** through June 30, ~~2023~~ **2026** and until a subsequent contract is negotiated and becomes effective.

Section 3

Negotiations for a new contract shall commence on or about January 1, ~~2023~~ **2026** or as otherwise required by the *Municipal Employee Relations Act*.

NEW HAVEN BOARD OF EDUCATION

AFSCME, LOCAL 287



By: Thomas C. Lamb, COO



By: Thomas Delucia, President



By: Patrick Sampson, Staff Repres.

T.D.
A.P.
J.D.
J.B.
A.S.