

AGREEMENT

between

REGIONAL SCHOOL DISTRICT NO. 19
BOARD OF EDUCATION

and

LOCAL 1303-234 OF COUNCIL 4
AFSCME, AFL-CIO

CUSTODIANS
And
MAINTENANCE TECHNICIANS

Effective July 1, 2016 through June 30, 2019

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**REGIONAL SCHOOL DISTRICT NO. 19
BOARD OF EDUCATION**

and

**LOCAL 1303-234 OF COUNCIL 4
AFSCME, AFL-CIO**

CUSTODIANS AND MAINTENANCE TECHNICIANS

This Agreement is made and entered into by and between Regional School District No. 19, Board of Education (hereinafter referred to as "the Board") and/or its successor and Local 1303-234 of Council 4, American Federation of State, County and Municipal Employees, AFL-CIO, and/or its successor (hereinafter referred to as "the Union").

ARTICLE I RECOGNITION

Section 1.1

The Regional School District No. 19 Board of Education ("the Board") recognizes Local 1303-234, Council 4, AFSCME ("the Union") as the exclusive representative for the purposes of bargaining over wages, hours and other conditions of employment for all employees of the Board engaged in custodial and maintenance work, excluding part-time employees who work less than twenty (20) hours per week on a seasonal basis, the Director of Maintenance, and the Director of Buildings and Grounds.

ARTICLE II UNION SECURITY

Section 2.1

The Board agrees to deduct from the pay of all its employees, who authorize such deductions from their wages in writing, such membership dues as may be fixed by the Union. Such deduction shall continue for the duration of the Agreement except that any employee may withdraw such authorization in writing by certified mail to Council 4 or the President of the Local, which is to be given sixty (60) days prior to the expiration date of the contract and to take effect upon termination of the Agreement.

Section 2.2

All employees in the collective bargaining unit who are not members on the effective date of this clause shall, for so long as they remain non-members, as a condition of employment, pay to the Union a service fee, equivalent to the proportionate share of dues attributable to contract negotiations, grievance adjustment and contract administration as provided by the Constitution of the International Union.

Section 2.3

The deductions for any month shall be made during the first payroll period of said month and shall be remitted to the Union together with a list of names of employees from whose wages such deductions have been made, no later than the twenty-eighth (28th) day of the month, for which such deductions have been made.

Section 2.4

The Employer's obligations to make such deductions shall terminate automatically upon termination of the employee who signed the authorization or upon his transfer to a job not covered by this Agreement, except that deductions shall be resumed if an employee, terminated by layoff, is rehired during the life of the contract then in existence.

Section 2.5

The Union agrees that it will indemnify and save the Board harmless from any and all liability, claim, responsibility, damage or suit, including reasonable attorneys' fees and costs, which may arise out of any action taken by the Board in accordance with the terms of this Article.

Section 2.6

The Board and the Union shall use their best efforts to schedule negotiation sessions outside of the regular working hours of negotiations committee members. If negotiation sessions must be scheduled during the regular working hours of any committee member, the Board shall use its best efforts to rearrange the work schedule of the Committee member so as to permit him to attend negotiation sessions. If the Board is unable to rearrange a committee member's work schedule, the Board shall provide paid leave for the committee member to attend the negotiation session. The Board shall not be required to offer paid leave to more than two committee members.

Section 2.7

The Union and all employees included in this Agreement shall not hinder the Board's operation by strike, work stoppage, work slowdown, or any other concerted efforts by employees to hamper the operations of the Board of Education.

The Union agrees that it will not authorize or condone any such attempt, and any employees who engage in such attempts will be subject to discipline. The Board agrees that there will be no lockout of any employees during the life of the Agreement.

Section 2.8

A bulletin board shall be established at the high school for the posting of official Union notices or announcements.

Section 2.9

The Board shall provide copies of the contract to the employees upon request. New employees shall be supplied a copy of the contract at time of hire. The Council #4 office shall be supplied five signed copies at the time of signing.

Section 2.10

Union officials shall be allowed the required time without pay to attend Union conventions and conferences and Local business. No more than two (2) Union officials shall be authorized to be absent under this section at the same time, and the total time for all personnel shall not exceed a total of twenty-five (25) days per year. In times of emergency, as determined by the Superintendent or his designee, no more than one (1) person shall be allowed to attend such function. In all cases, notice of intention to attend such function shall be given in writing at least ten (10) workdays prior to the first day of absence. The Union Officials shall allow no excessive time. Partial days/hours will be taken whenever possible. All Union leaves in this section shall be approved and signed by the Union Officials prior to submitting the form to management. The purpose of the Union leave provided within this provision is to foster an even better management labor relationship.

Section 2.11

AFSCME Representatives Access to Premises. A Representative(s) of AFSCME shall have reasonable access to schools/buildings in which bargaining unit members work for the purpose of processing grievances or to address matters that fall within the scope of the Union's representation. It is understood that the Union Representative must secure advance permission from the Superintendent or his/her designee to enter the Employer's premises and the Representative shall in no way interfere with the normal operation of the school/building they are visiting. In light of safety and security concerns, the Union Representative must follow all normal protocol for visitors in each respective school/building.

ARTICLE III

BOARD RIGHTS AND RESPONSIBILITIES

Section 3.1

The Board of Education has and will continue to retain, whether exercised or not, all of the powers specified in Connecticut General Statutes § 10-220, which is incorporated herein by reference, and has and will continue to retain exclusively whether exercised or not, all of the rights, powers and authority not specifically relinquished, abridged, or limited by the provisions of this Agreement; it shall have the sole right, responsibility and prerogative of management of all of the affairs of the schools and the direction of the working forces including but not limited to the following:

- a. To determine the care, maintenance and operation of its facilities and equipment used for and on behalf of the purposes of the Board of Education;
- b. To establish or continue policies, practices and procedures for the conduct of school business, and, from time to time, to change or abolish such policies, practices or procedures.
- c. To employ, transfer or promote employees, to assign and reassign employees to shifts, to demote employees for just cause, or to lay off, terminate or otherwise relieve employees from duty for lack of work, budgetary cuts or other legitimate reasons.
- d. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the schools;
- e. To establish job descriptions and job classifications, and, from time to time, change such job descriptions and job classifications, and to ensure that incidental duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by the employees;
- f. To evaluate the performance of employees in such a manner as the Board deems appropriate.
- g. To establish contracts or subcontracts for Board operations including, but not limited to, custodial services, provided that such right shall not be used for the purpose or intent of undermining the Union or of discriminating against its members. During the life of this Agreement, no full-time employee will be laid off as a direct consequence the exercise of the Board's right to contract out.
- h. The above rights, responsibilities and prerogatives are inherent in the Regional No. 19 Board of Education and the Superintendent of Schools and are not subject to delegation in whole or in part.

ARTICLE IV

WORKING CONDITIONS

Section 4.1

All new employees are hired for a probationary period of ninety (90) working days. Said period may be extended by mutual written agreement between the President of the Union and the Superintendent for a period of thirty (30) additional working days. During the probationary period, employees may be discharged or disciplined at the will of the Board, and no such discipline or discharge shall be subject to the grievance procedure.

Section 4.2

The work week for full-time employees shall be forty (40) hours per week. The work day and week for full-time employees shall be eight (8) hours per day Monday through Friday (Sunday through Thursday for third shift). Employees shall receive a fifteen (15) minute rest or coffee break during the first half of their shift and a fifteen (15) minute rest or coffee break during the second half of their shift.

Section 4.3

Current hours of employment are as follows:

- a. First Shift - 6:30 a.m. to 3:00 p.m.
with one-half hour for lunch
- b. Second Shift - 2:30 p.m. to 11:00 p.m.
with one-half hour for lunch

If the Board creates a third shift (midnights) in the future, then the parties agree to negotiate the starting and quitting time and shift differential prior to said establishment.

The Board reserves the right to establish other 8.5 hour shifts with different starting and ending times than those listed above. The Board shall not change the hours for any shift without two (2) weeks prior notice and consultation with the Union President. Shift preference will be granted to employees on the basis of seniority as openings occur.

Section 4.4

Upon request of an employee and by mutual agreement between employee and the Superintendent, the employee's work schedule may be rearranged to accommodate needs in such areas as child care, transportation, or medical, dental or legal appointments on a singular occasion basis. The procedures and terms of this provision shall not apply to the shift adjustment made under Section 4.3 herein.

Section 4.5

Employees assigned to one shift who wish to fill a vacancy on another shift shall follow the procedure outlined in Article XII, Vacancies.

Section 4.6

When an employee is called in for work outside his regularly scheduled working hours, he shall be paid a minimum of four (4) hours at a time and one-half his regular hourly rate.

ARTICLE V **OVERTIME**

Section 5.1

Time and one-half of the regular hourly rate shall be paid for each hour worked in excess of forty (40) hours in any one (1) workweek or 8 hours in any day. An employee shall not be eligible for nor receive overtime compensation under this collective bargaining agreement for any week wherein he/she has taken time off with the exception of holidays, workers' compensation leave and mandated call in.

Section 5.2

Time and one-half of the regular hourly rate shall be paid for each hour worked on Saturday that is not part of the employee's regular work schedule.

Section 5.3

Double time shall be paid for each hour worked on Sundays and holidays that is not part of a regularly scheduled shift.

Section 5.4

The Board reserves its right to require reasonable overtime from all employees. Overtime and special activity shall be offered on a rotating basis within each job classification.

Section 5.5 - Use of Substitute Custodians

- a. Substitutes may be employed to replace employees who are absent from their regular work hours as follows: when an employee is on light duty; when a vacancy is created by a resignation or termination; or when an employee is on Union leave under Section 2.10. Custodians may be offered overtime but overtime will not be mandated to cover for a custodian absent because of illness or personal emergency. The Board of Education may use substitutes when a vacancy is created by a resignation or termination for a period not to exceed twenty-five (25) custodial work days, excluding weekends and holidays.
- b. Substitutes may be employed to remove snow or to deal with emergency needs after all available regular custodians have first been offered overtime.

- c. Overtime work (not including the replacement of an absent regular custodian) shall first be offered to regular custodians prior to the employment of a substitute.
- d. The use of substitute custodians will not be construed to constitute shared work for the purpose of eliminating the need for custodians in the school district.

Section 5.6

Employees shall receive a 15-minute break for every four (4) hours of work.

ARTICLE VI **HOLIDAYS**

Section 6.1

To qualify for receipt of holiday pay for any holiday listed below, an employee must work both the work day before and the work day after that particular holiday. The only exception to this requirement shall be in circumstances where the employee is using vacation time that was previously approved or is excused by a doctor or physician. On the basis of the foregoing, all full-time twelve (12) month employees shall be granted the following paid holidays:

New Year's Day
President's Day
Memorial Day
Labor Day
Veterans' Day
Day After Thanksgiving
Day Before New Year's

Martin Luther King Day
Good Friday
Independence Day
Columbus Day
Thanksgiving Day
Christmas Day
Day before Christmas

Section 6.2

Part-time employees shall be paid for the above holidays on a prorated basis.

Section 6.3

Holidays falling on a Saturday shall be celebrated on the preceding day, if school is not in session. If school is in session, the employee shall receive an additional day off at a time mutually agreeable to said employee and the Superintendent.

Section 6.4

Holidays falling on Sunday shall be celebrated on Monday, if school is not in session. If school is in session, the employee shall receive an additional day off at a time mutually agreeable to said employee and the Superintendent.

Section 6.5

When a holiday occurs during the employee's absence while on vacation, sick leave, etc., said holiday shall not be charged against the employee's earned vacation time, sick time, etc.

ARTICLE VII **VACATIONS**

Section 7.1

Full-time twelve (12) month employees covered by this Agreement shall earn vacation as follows:

Newly hired employees shall earn paid vacation leave at the rate of ten-twelfths ($\frac{10}{12}$) of a day per month. Upon the completion of five (5) full years of service to the Board, employees shall earn paid vacation leave at the rate of one and one-quarter ($1\frac{1}{4}$) days per month. Upon the completion of ten (10) full years of service to the Board, employees shall earn paid vacation leave at the rate of one and two-thirds ($1\frac{2}{3}$) days per month.

Upon completion of twenty (20) full years of service to the Board, employees shall earn one (1) additional day of paid vacation leave for each year of service, to a maximum of twenty-five (25) days earned in one year.

Employees hired on or after July 1, 1997 shall be permitted to accrue and carry over from year to year up to a maximum of thirty (30) earned but unused vacation days. Employees hired prior to July 1, 1997 are entitled to all accrued vacation as of that date. As employees hired prior to July 1, 1997 use accrued vacation, the total maximum number of accrued vacation days shall be reduced accordingly until such time as these employees reach a maximum of thirty (30) accrued vacation days.

Section 7.2

Vacations shall be scheduled with the approval of the Superintendent or his designee so as to meet the operational needs of the school system.

Section 7.3

Vacation pay or paid leave for a maximum of fourteen (14) days of earned, unused vacation shall be granted to the employee in the event he/she terminates his service with the Board of Education. The choice between pay and leave shall be in the sole discretion of the Board of Education and, in any event, the employee's right to such vacation pay or paid leave shall be

contingent on the employee providing a minimum of two (2) weeks written notice of intent to terminate his or her service with the Board.

Section 7.4

In the event of the death of an employee, earned vacation pay shall be paid to the beneficiary designated by the employee in writing and retained in his service folder. In the event said employee has failed to designate a beneficiary in writing prior to his death the Board of Education shall pay to the spouse of the employee, if any, and if said spouse is not alive, to the children of said deceased employee.

ARTICLE VIII **LEAVE PROVISIONS**

Section 8.1 - Sick Leave

- a. Each full-time twelve (12) month employee shall earn sick leave of one and one-quarter (1¼) days per month at full pay. Part-time employees shall earn sick leave on a prorated basis.
- b. Unused sick leave for employees may be accumulated from year to year, provided the employee remains continuously in the service of the Board, and further provided that such authorized accumulation of sick leave shall not exceed one hundred and eighty (180) days.
- c. In the event of absence of an employee for illness of three (3) consecutive working days, or if abuse of sick leave is suspected, the Superintendent or his designee may request that the employee provide an acceptable doctor's certificate and/or require an examination by an independent physician selected by the Board, such examination shall be at the Board's expense. The Board's expense shall be limited to the cost of the employee's co-pay. The Board is not responsible for follow-up visits, treatments or lab fees related to the doctor's visit. In order for the doctor's certificate to be deemed acceptable, it must clearly excuse the employee from work for the day(s) in question.
- d. Unless there is a lengthy illness or other unusual circumstances, the Board expects that an employee's actual sick days, excluding sick days used for family illness as described in the subsection below and days that are part of three (3) or more day absences for which medical verification has already been provided as required by the subsection below, will not exceed seven (7) days per year. The Board reserves the right to require acceptable medical verification of all illnesses in excess of seven (7) days in one year. The Board agrees that it will not exercise this right unreasonably. The Board will pay for the employee's co-payment portion of the doctor's visit for the medical verification required by this subsection.
- e. If it has been determined that an employee has abused sick leave or has used more than seven (7) sick days (as defined in subsection (d) above) within a one year period, then

progressive discipline will be taken. Each case of such abuse or excessive use will be discussed with the employee and considered on an individual basis.

- f. Commendation. The Board feels that the recognition of a good attendance record is as important as corrective discipline is for a poor attendance record, and is urged to commend employees with good attendance records. Such commendation may be in the form of an annual letter, which should be personalized. Copies of the letter should be placed in the employee's personnel file. A good attendance record is one with three (3) or less days absent during one (1) full year.
- g. Bulletin Board Notices. Bulletin board notices will be prepared and will be posted in the Superintendent's office and in selected additional work areas indicating that employee absences are a problem and that all absences are being closely watched. These notices will also indicate that employees with poor attendance records will be subject to disciplinary action and will include a copy of this policy through subsection (f) above.
- h. Three (3) days of accumulated sick leave, per school year, may be used for a critical illness or severe injury in the immediate family (spouse, child, parent, sibling, parent of spouse, stepparent or grandparent of either) or a person of the intimate family relationship creating an emergency. The employee utilizing accumulated sick leave for family illness shall be required to use personal days before accumulated sick time. Each employee will receive an individual report on the number of unused sick leave days by October 1st of each year.
- i. Perfect Attendance Incentive. All employees shall earn one (1) day of his/her pay for each quarter of perfect attendance. If an employee completes all four (4) quarters with perfect attendance, they will receive payment for four (4) work days. The following absences will not break perfect attendance: Union business leave, vacation time, or holidays. (Compensation for perfect attendance will be at regular straight time hourly rates for eight (8) hours per day.)

Section 8.2

All employees, including part-time, shall be entitled to five (5) days bereavement leave per member of employee's immediate family per year. Immediate family shall be defined as the employee's spouse, parent, child, sibling, grandparents, stepparent, or spouse's parent, grandparent or stepparent.

Section 8.3

Employees shall be granted special leave of absence with full pay for the following reasons:

- a. Employees shall be entitled to full pay at their current rate for absence due to jury duty, provided that reimbursement for same and regular pay together does not exceed the employee's regular wage.
- b. Military Leave, not to exceed two (2) weeks, shall be granted to regular employees when required to serve a period on active reserve or National Guard Duty. During this period, the employee shall be paid the difference, if any, between his regular and military salary. Copies of active duty shall be provided to the Superintendent of Schools.

Section 8.4

Leave due to disabilities resulting from pregnancy will be treated in the same manner as any other illness.

Section 8.5

The Superintendent may grant up to three (3) days annually of leave of absence with pay for personal business that cannot be conducted outside of the employee's working hours and that necessitates an absence beyond the employee's control. Except in emergencies, requests for such leave must be made in writing and at least forty-eight (48) hours in advance to the Superintendent or his/her designee. Reasons for personal leave are limited to:

- a. Court appearance in response to a subpoena;
- b. Real estate closing;
- c. Wedding of employee or member of the immediate family as defined in Section 8.2, above;
- d. Major holy days of recognized organized religions;
- e. Graduation of employee or member of the immediate family;
- f. Funeral of a close friend of the employee;
- g. Personal business of a sensitive nature (not more than one day per year).

Section 8.6

Any employee who has been determined to be eligible for workers' compensation benefits shall receive the difference between such benefits and regular base pay during the period of absence as follows. The employee's current and accumulated sick leave shall be charged on a prorated basis in accordance with the fraction of the employee's wages that are paid directly by the Board.

Section 8.7

An employee who is an "eligible employee" as defined under the federal Family and Medical Leave Act ("FMLA"), 29 U.S.C. 1601, et seq. shall be granted up to twelve (12) weeks of family leave during a twelve (12) month period in accordance with the Act. Any accumulated paid leave time, including but not limited to paid sick leave and vacation time, must be exhausted first in situations where the leave being taken by the employee is covered by the FMLA and said paid leave shall be included in (and shall not be in addition to) the aforementioned twelve (12) weeks of allowable leave. A medical certificate acceptable to the Board shall be required for FMLA leave situations.

Employees on FMLA leave without pay shall not continue to accumulate sick leave; however, the continuity of employment shall be preserved for purposes of seniority.

Employees on FMLA leave shall have their insurance coverage maintained during such leave on the same terms as if the employee had continued to work; provided if the employee fails to return to work, the employee shall be liable for the retroactive premium payments in accordance with the FMLA.

Section 8.8 - Light Duty

An employee having a compensable injury pursuant to the Connecticut Workers' Compensation Act as amended from time to time, and/or returning from a leave of absence on account of disease, sickness or illness who has been released to return to work by his/her physician in a limited or restricted capacity, shall be provided, if available, as determined by the Superintendent, limited and/or restricted duty assignments as devised by his/her department head/supervisor. All such assignments shall be approved by the employee's treating physician prior to returning to work. All such assignments shall be temporary in nature, subject to change and shall not constitute permanent positions of employment. An employee who has reached maximum medical improvement, and is permanently physically unable to return to his/her regular duties as a result of compensable injury pursuant to the Connecticut Workers' Compensation Act as amended from time to time, and/or a disease, sickness or illness, may apply for a position within the school system for which he/she is physically and professionally qualified, may pursue his/her right to a disability pension, or may matriculate in an approved vocational rehabilitation program as outlined in the Workers' Compensation Act.

ARTICLE IX

GRIEVANCE PROCEDURE

Section 9.1

a. **Purpose**

The purpose of this procedure is to secure, at the lowest possible level, expeditious resolution of disputes concerning the interpretation and application of this Agreement.

b. **Definitions**

1. A "grievance" for the purposes of this procedure shall be a claim that there has been a misinterpretation, misapplication or breach of a specific and explicit provision of this Agreement.
2. For the purpose of this Article, the term "days" during the school year shall mean school days, and during summer vacation and other school breaks shall mean business days.

Section 9.2 - Procedure

- a. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum. The time limits specified may, however, be extended by mutual agreement.
- b. If an employee does not file a grievance in writing within ten (10) days after he/she knew or reasonably should have known of the act or condition giving rise to the grievance, the grievance shall be considered to have been waived and not considered under this policy.
- c. Failure by the grievant at any level to appeal the grievance response to the next step within the applicable time limits shall be deemed acceptance of the decision rendered at the last level, and such decision shall thereafter be binding upon the employee and the Union. Failure by the Board to respond to a grievance within the applicable time limits shall be deemed denial, and the grievant may thereafter proceed to the next step.
- d. Once the grievance has been reduced to writing at Level Two, no changes in the grievance, including but not limited to modifications in the nature of the alleged violation of this Agreement or the relief requested, shall be made.
- e. The grievant may be accompanied at all steps of the grievance procedure by a Steward or other Union member. The grievant and said Union member shall receive unpaid leave for the purpose of attending such meetings.

Section 9.3 - Steps

a. Level One - Director of Buildings and Grounds

Before filing a grievance, a member of the Union with a grievance or dispute is encouraged to meet informally with the Director of Buildings and Grounds. If the grievant is not satisfied with the results of the informal discussion, he shall reduce the grievance to writing and present it to the Director of Buildings and Grounds within the time period specified in Section 9.2(b). The Director of Buildings and Grounds shall issue a decision in writing within five (5) days of receipt of the written grievance.

b. Level Two - Superintendent

In the event that the Grievant is not satisfied with the Level One decision, the Grievant may, within five (5) days of receipt of the decision at Level One, appeal such decision to the Superintendent of Schools. Within ten (10) school days after receipt of the appeal, the Superintendent shall meet with the aggrieved member in an effort to resolve the grievance. Within ten (10) days after the conclusion of such meeting, the Superintendent shall issue a written decision.

c. Level Three - Board of Education

In the event the aggrieved member of the unit is not satisfied with the disposition of the grievance at Level Two, the employee may, within five (5) days of receipt of the decision at Level Two, appeal such decision to the Board of Education. Within fifteen (15) school days after receiving the appeal, the Board or a designated subcommittee shall meet with the aggrieved member of the unit for the purpose of resolving the grievance. The Board or its subcommittee shall issue a written decision within fifteen (15) days of such hearing.

d. Level Four - Arbitration

In the event the Union is not satisfied with the disposition of the grievance at Level Three, the Union may, within ten (10) days of receipt of the decision at Level Three, notify the Board of Education of its intent to appeal such decision to arbitration. Within ten (10) days of receipt of such notice from the Union, the Board shall select either the Connecticut State Board of Mediation and Arbitration or the American Arbitration Association, in its sole discretion, and notify the Union of such selection. Within five (5) days of receipt of the Board's selection, the Union must submit a demand for arbitration to the forum selected by the Board. If the Board selects the American Arbitration Association, the costs of the arbitration shall be paid by the Board. The decision of the arbitrator shall be final and binding on both parties. The costs of the State Board of Mediation and Arbitration shall be split equally between the Board and the Union.

Section 9.4 - Other Provisions

Should the Board elect to have a transcript made of any arbitration proceedings pursuant to this article, and the Union requests a copy of said transcript, the Union shall share equally in the cost of such transcript. The Union hereby acknowledges that it will not request or use a copy of a transcript without paying the cost of the production of the transcript.

ARTICLE X GENERAL

Section 10.1

If an employee has approval by the Superintendent or his designee to use his or her automobile to carry out his/her respective job-related duties, the Board shall pay the employee 30 cents per mile to cover costs.

Section 10.2

All members of the bargaining unit must wear clothing which is appropriate for the public school setting and their job assignments. In particular, employees must wear pants or shorts (depending upon the season), shirts, and shoes that cover the feet.

The Board may also provide uniforms, in its discretion, consisting of short-sleeved shirts, long-sleeved shirts, trousers, and safety shoes. If the Board provides a uniform, such uniform must be worn during work hours. Uniforms, if provided, must be returned to the Board if the employee leaves the Board's service for any reason.

Section 10.3

The Union and the Board agree to meet and discuss any disagreements that may occur during the term of this Agreement. Such discussions will not constitute mid-term bargaining under the Municipal Employee Relations Act.

ARTICLE XI SENIORITY

Section 11.1

The Board shall prepare a list of all employees showing their seniority in length of service with the Board and deliver the same to the Union on December 1st of each year. Unless the Union files a grievance concerning the list within thirty (30) days of receipt of same, the list will be presumed to be correct for all purposes of this contract. Upon completion of their probationary period, new employees shall be added to this list.

Section 11.2

Seniority means an employee's length of continuous service with the Board since his last date of hire. Continuous service shall be broken by voluntary resignation, discharge for just cause or retirement.

ARTICLE XII **VACANCIES**

Section 12.1

All vacancies shall be announced in writing to the Union President. The Board agrees that no announcement to the general public will be made regarding vacancies until the 6th day after the Union President is notified of the vacancy, or unless the Union waives the six (6) day rule in writing to the Superintendent or his/her designee. Employees represented by the Union who wish to fill the vacancy may submit such a request in writing within the time period specified on the written announcement sent to the Union Secretary.

Section 12.2

Appointments to vacant positions shall be made by the Board of Education or its designee. The Board agrees that an employee represented by the Union who makes an application for the vacancy shall be interviewed for the vacancy.

Section 12.3

Employees covered by this Agreement shall be given every consideration in an appointment to the vacancy. Consideration shall be given to the employee's seniority, skills, and ability to perform work.

Section 12.4

When an employee is assigned to a new position and works in that position for thirty (30) consecutive work days he shall be assigned that position, if the position continues to exist; otherwise he shall return to his former position.

ARTICLE XIII **LAYOFFS AND RECALL**

Section 13.1

In the event layoff becomes necessary, layoffs shall take effect as follows:

Probationary employees shall be laid off first, followed by part-time employees, followed by regular full-time employees. Within these categories, employees shall be laid off in order of seniority within job classification. In the event of a tie, the Board shall determine which of the employees shall be laid off, according to performance and qualifications. No layoff shall occur without two (2) weeks' notice.

Section 13.2

Employees who are laid off pursuant to this article shall have recall rights within their job classification for a period of twelve (12) months from the time they were laid off. The Board shall maintain a recall list for such purposes. The Board shall notify employees on the list in writing of any vacancies which shall occur for which they are qualified. Said notice shall be in the order in which employees appear on the list. Each such employee shall have ten (10) calendar days from the date of the Board's notice to accept the position. Any employee who refuses an offer of a position shall be permanently removed from the recall list.

ARTICLE XIV **RESIGNATIONS AND TERMINATIONS**

Section 14.1

Any bargaining unit member who voluntarily leaves the employment of the Board shall give the Board two (2) weeks' notice.

Section 14.2

All disciplinary action shall be applied in a fair manner and shall be consistent with the infraction for which the disciplinary action is being applied.

All disciplinary action shall be for just cause. Whenever any disciplinary action, except for oral warnings, is taken, the Superintendent shall, within three (3) days of time of the discipline, furnish the employee with one (1) copy and the Union President with two (2) copies of a statement of reasons for such action and the period of time for which any suspension is to be effective.

Serious misconduct shall be grounds for immediate suspension or discharge and both parties hereby acknowledge that progressive discipline need not follow the procedures listed below for these situations. Examples of serious misconduct include, but are not limited to, theft, moral turpitude, insubordination, flagrant abuse of sick leave or flagrant abuse of personal leave policies. Prior to a decision to suspend or discharge an employee, the employer shall meet with the employee if available to inform him or her of the charges so that the employee may have the opportunity to explain his or her actions.

Disciplinary actions shall normally follow the order provided below, except in circumstances where the severity of the misconduct justifies a modification to the following progressive discipline procedure:

- a. Verbal discussion with a follow-up note to the employee;
- b. Written warning with a copy to be placed in the employee's personnel folder;
- c. Suspension with or without pay;
- d. Termination.

ARTICLE XV
SAVINGS CLAUSE

Section 15.1

Should any article, section or portion thereof of this Agreement be held unlawful or unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section or portion thereof directly specified in the decision; upon the issuance of such a decision, the parties agree to promptly negotiate a substitute for the invalidated article, section, or portion thereof as is necessary to comply with legal restrictions.

ARTICLE XVI
HEALTH-LIFE INSURANCE AND TOWN PENSION

Section 16.1

All full –time twelve (12) month employees covered by this Agreement shall be eligible for the following insurance plans or their equivalents:

a. **Life Insurance**

A forty thousand dollar (\$40,000) term life insurance plan with an additional forty thousand dollar (\$40,000) accidental death benefit is provided to all members covered by this Agreement at the Board's expense.

b. **Health Plan**

Blue Cross & Blue Shield of Connecticut Century Preferred Plan

1. Century Preferred Plan (PPO) administered by Anthem Blue Cross and Blue Shield of Connecticut

Effective until December 31, 2016:

In-Network Services

Office visit co-pay	\$25 per visit
Emergency Room visit	\$75 per visit
Home and office maximum	unlimited
Mental Health Parity	
In patient surgical/hospital	\$300
Outpatient surgery	\$150
Urgent Care	\$50

Prescription Drugs - generic \$10/brand \$20/ non-list \$30, mail order \$30, participants can order 31 – 100 days' supply via mail order, subject

to a maximum of one co-pay (\$3,000 annual maximum per calendar year). Additional benefits subject to deduction & coinsurance.

Out of Network Services
Deductible - \$200/\$400/\$500
Coinsurance - \$80 to \$1000/2000/\$2500

Effective January 1, 2017, the PPO Plan shall no longer be available.

2. Anthem Blue Cross and Blue Shield of Connecticut BlueCare Health Plan (HMO), Option I.

BlueCare Health Plan – BlueCare HMO – Option 1 administered by Anthem Blue Cross and Blue Shield of Connecticut, with Oral contraceptives and mental health parity as well as other coverage described in the plan booklet.

Effective until December 31, 2016:

In-Network Services:
Well Care - \$0
Primary care office visits - \$20 per visit
Specialist consultations - \$20 per visit
Emergency Room - \$75 per visit
Urgent Care - \$25
Outpatient surgery - \$100

Prescription Drugs- generic \$10/brand \$20/ non-list \$30, mail order \$30, participants can order 31 – 100 days' supply via mail order, subject to a maximum of one co-pay. (unlimited maximum per calendar year)

Out of Network Services
Deductible - \$200/\$400/\$500
Coinsurance - \$80 to \$1000/2000/\$2500

Effective January 1, 2017, the HMO Plan shall no longer be available.

3. Effective January 1, 2017, the only insurance offering will be a Consumer Driven Health Plan (CDHP) with a Health Savings Account (HSA) with annual deductibles of \$2,000 for single coverage and \$4,000 for two or more person family coverage.

In January 2017, the Board shall contribute to the employee's HSA account an amount equal to 60% of the deductible amount in one payment the first pay period in January.

In January 2018, the Board shall contribute to the employee's HSA account an amount equal to 55% of the deductible amount in one payment the first pay period in January.

In January 2019, the Board shall contribute to the employee's HSA account an amount equal to 50% of the deductible amount in equal amounts on a biannual basis, in January and July.

The parties acknowledge that the Board's contribution toward the funding of the HSA is not an element of the underlying plan, but rather relates to the manner in which the deductible shall be funded for actively employed administrators. The Board shall have no obligation to fund any portion of the plan for retirees or other individuals upon their separation from employment. The Board will be responsible for choosing the bank for opening the HSA and for any bank fees associated with opening the HSA account. The Board will make provisions for a before tax direct deposit payroll deduction for employees who choose to use this feature

As of January 1, 2019, after meeting the annual deductible, there shall be an Rx co-pay of \$0 for generic drugs, \$15 for listed brand name drugs and \$30 for non-listed brand name drugs. The annual maximum shall be \$1,000 for single and \$2,000 for two-person family coverage.

A Health Reimbursement Account (HRA) shall be made available for any employee who is precluded from participating in the HSA because the individual receives Medicare and/or veterans' benefits and the annual maximum reimbursement by the Board of Education shall not exceed the Board's annual deductible contribution for those in the HSA.

c. Dental Plan

Anthem Blue Cross and Blue Shield of Connecticut

d. Employee Contributions (Health and Dental Insurance)

Monthly premium payments shall be allocated as follows:

1. Anthem Blue Cross and Blue Shield Preferred Provider Organization (PPO):

	<u>Board Payment</u>	<u>Custodian Payment</u>
Effective July 1, 2016	85.5%	14.5%

2. Anthem Blue Cross and Blue Shield BlueCare (HMO) Health Plan:

	<u>Board Payment</u>	<u>Custodian Payment</u>
Effective July 1, 2016	90.5%	9.5%

New or employees switching to the HMO BlueCare Plan coverage after 08.01.2010 shall pay the following co-share for the Anthem Blue HMO BlueCare Health Plan:

	<u>Board Payment</u>	<u>Custodian Payment</u>
Effective July 1, 2016	88%	12%

3. High Deductible Health Plan:

	<u>Board Payment</u>	<u>Custodian Payment</u>
Effective January 1, 2017	90.5%	9.5%
Effective July 1, 2018	89.5%	10.5%
Effective July 1, 2019	88.5%	11.5%

The above-identified percentages are applicable to all three categories of insurance coverage (individual, employee plus dependent, and family).

The board will notify the Union of any premium increases on an annual basis by April 1st for July 1st.

All eligible employees must notify the school business office of all changes that would affect their membership status.

- e. The Board shall implement and maintain a Section 125 pre-tax wage deduction plan in accordance with the applicable provisions of Section 125 of the Internal Revenue Code (and in accordance with any amendments to said provisions) so long as said provisions allow for such plan. Said plan will be designed to permit exclusion from taxable income of the employee's share of health insurance premiums for those employees who complete and sign the appropriate salary deduction form as provided by the Board. The Board shall incur no obligation to engage in any form of impact bargaining in the event that a change in the law reduces or eliminates the tax-exempt status of the employee insurance premium contributions. Neither the Union nor any employee covered by this Agreement

shall make any claim and/or demand, nor maintain any action against the Board, or any of its members or agents for taxes, penalties, interest, or other costs or loss arising from the use of the salary deduction form, or from any change in the law that may reduce or eliminate the employee tax benefits to be derived from this plan. Further, the parties agree that the health insurance benefits and the administration of those benefits shall continue to be governed by the collective bargaining agreement and the carrier's insurance plan.

- f. The District may change the carriers or self-insurance for any of the outlined insurance provided that the benefits shall be the equivalent or better than those provided in the above referenced coverages. The District is required to obtain agreement from the Union that the benefits are equivalent or better, and such agreement shall not be unreasonably withheld.
- g. Payment in Lieu of Health Benefits. This program is designed for those employees who currently have dual health insurance coverage or who have the ability to acquire health insurance from another source. The plan provides some reimbursement for employees who terminate their coverage with the District. The covered benefits are limited to health benefits only and do not include dental insurance benefits.
 - 1. To enroll in this program, employees must complete the "waiver of insurance agreement form" and provide documentation of coverage from their spouse or another source. The official enrollment period will be June, but employees may enroll at other times on a pro-rated basis. New employees can enroll at the time of employment or may enroll during the June following the date of employment.
 - 2. The annual payments in lieu of coverage are as follows:

Individual	\$1,000
Two-person	\$1,400
Family	\$1,700
 - 3. Payments will be made in two installments during the fiscal year, in January and July. If an employee terminates or joins the program at any time during the fiscal year the payments will be prorated on a monthly basis.
 - 4. Payments are considered taxable in accordance with the IRS Code.
 - 5. Employees may re-enroll in the District Group Health Insurance Plan under the following circumstances:
 - a. The coverage that the employee had through another plan is terminated. (Copy of the plan documents required.)

- b. The employee and/or his/her dependents become ineligible for coverage under the plan.
 - c. The employee acquires a new dependent through marriage, birth or adoption, and the dependent is not covered by the other plan.
 - d. The coverage that is provided by the other plan is substantially reduced
 - e. The employee has not been enrolled in the District's Health Insurance Plan for the past two years from his/her date of cancellation and now wishes to renew coverage.
6. Employees re-enrolling may enroll only in the Districts' Health Insurance Program. Employees must provide required documentation and notify the District in writing that they are requesting reinstatement. Provided that all information is received, the District will enroll the employee in the Group Health Insurance Plan effective the first month preceding the notification.
- h. If the Board receives notice that the total cost of a group health plan or plans offered under this Agreement will trigger an excise tax under Internal Revenue Service Code 49081 or any other local, state or federal statute or regulation during the term of this Agreement, the Board of Education and the Union will, upon the request of the Board of Education, engage in mid-term negotiations regarding the impact of such excise tax, in accordance with the Municipal Employees Relations Act (MERA). Only the impact of such excise tax, as set forth in this Article would be subject to the reopener and no other provisions of the collective bargaining agreement would be opened for mid-term negotiations referred to in this paragraph.

ARTICLE XVII

PENSION PLAN

Section 17.1

Employees shall be eligible to participate in the Board's Pension Plan (Connecticut MERF-B). Eligibility for the receipt of benefits from said plan shall not be subject to the grievance procedure.

The Board will provide employees who retire at a minimum age of 55 years and with 20 or more years of service to the board with the opportunity to continue to participate in the district's group health insurance program. The full cost of the insurance premiums shall be borne by the retiree at the group rate and may be subject to certain restrictions that are set by the insurance carrier.

ARTICLE XVIII

COMPLETE AGREEMENT

Section 18.1

This Agreement contains the complete agreement of the parties on all matters subject to negotiation. All prior practices not specifically set forth in this Agreement are null and void. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter covered by this Agreement or not. This Agreement may not be modified except in writing signed by both parties.

ARTICLE XIX

WAGES

Section 19.1

Effective and retroactive to July 1, 2016, all wages in effect June 30, 2016 shall be increased by two and one-half percent (2.5%).

Effective July 1, 2017, all wages in effect June 30, 2017 shall be increased by two and three quarter percent (2.75%).

Effective July 1, 2018, all wages in effect June 30, 2018 shall be increased by two and one-quarter percent (2.25%).

Employees shall advance one (1) step on the wage scale, July 1 of each year of the contract, until they reach top step.

Merit Compensation

The Board of Education may provide a bonus(es) to an employee(s) in its discretion. Such bonuses are not grievable.

Section 19.2

The Union shall be informed in writing of all wage increases within the bargaining unit.

Section 19.3

Shift differentials shall be paid to employees per hour in addition to their base rate for hours worked between 2:30 p.m. and 11:30 p.m. accordingly:

Effective 07/01/07 Forty cents (.40) per hour.

Section 19.4

Newly hired employees will start at a probationary rate of pay, and will advance to Step 1 on completion of their probationary period. Employees hired on or before December 31 of one year shall advance one step on July 1 of the next year, excluding the 1st year of the contract.

Section 19.5

Part-time employees in the bargaining unit will be placed on same step pay scale based on seniority and shall receive shift differential for all hours worked on the second and/or third shift.

ARTICLE XX
DRUG AND ALCOHOL TESTING

Section 20.1

The Board shall observe the requirements and procedures outlined in Connecticut General Statutes § 31-51u through and including § 31-51y, as they may be amended from time to time.

ARTICLE XXI
DURATION

Section 21.1

The provisions of this Agreement shall be in effect from July 1, 2016 and shall continue in force through June 30, 2019. By February 1, 2019, the Union shall notify the Region No. 19 Board of Education of its intention to commence negotiations for a new contract.

REGIONAL SCHOOL DISTRICT
NO. 19 BOARD OF EDUCATION

By: _____

Jim Mark
Region 19 BOE Chair

LOCAL 1303-234 OF COUNCIL 4
AFSCME, AFL-CIO

By: _____

Don Haggerty, President

By: _____

Carey Crandall

By: _____

Felix Leon

By: _____

Brian Reynolds

By: _____

Kelly Cashman, Staff Representative
AFSCME, Council 4

APPENDIX A

Hourly Salary Schedule 2015-2016									
	Grade Schedule	Probation	1	2	3	4	5	6	7
Custodian	RCUS - 001	17.22	17.46	17.72	17.96	18.22	18.53	19.49	19.73
Custodian (w/shift differential)	RCUS - 002	17.62	17.86	18.12	18.36	18.62	18.93	19.89	20.13
Sr. Lead Custodian	RCUS - 003	20.41	20.77	21.00	21.52	21.84	22.19	22.55	22.97
Sr. Lead Custodian (w/shift diff)	RCUS - 004	20.81	21.17	21.40	21.92	22.24	22.59	22.95	23.37
Maintenance Technician	RMAI - 001	22.72	23.12	23.47	23.95	24.54	24.91	25.21	25.87
Maintenance Tech (w/shift diff)	RMAI - 002	23.12	23.52	23.87	24.35	24.94	25.31	25.61	26.27
Hourly Salary Schedule 2016-2017									
	Grade Schedule	Probation	1	2	3	4	5	6	7
Custodian	RCUS - 001	17.65	17.90	18.16	18.41	18.68	18.99	19.98	20.22
Custodian (w/shift differential)	RCUS - 002	18.06	18.31	18.57	18.82	19.09	19.40	20.39	20.63
Sr. Lead Custodian	RCUS - 003	20.92	21.29	21.53	22.06	22.39	22.74	23.11	23.54
Sr. Lead Custodian (w/shift diff)	RCUS - 004	21.33	21.70	21.94	22.47	22.80	23.15	23.52	23.95
Maintenance Technician	RMAI - 001	23.29	23.70	24.06	24.55	25.15	25.53	25.84	26.52
Maintenance Tech (w/shift diff)	RMAI - 002	23.70	24.11	24.47	24.96	25.56	25.94	26.25	26.93
Hourly Salary Schedule 2017-2018									
	Grade Schedule	Probation	1	2	3	4	5	6	7
Custodian	RCUS - 001	18.14	18.39	18.66	18.92	19.19	19.52	20.53	20.78
Custodian (w/shift differential)	RCUS - 002	18.56	18.81	19.08	19.34	19.61	19.94	20.95	21.20
Sr. Lead Custodian	RCUS - 003	21.50	21.87	22.12	22.66	23.00	23.37	23.75	24.19
Sr. Lead Custodian (w/shift diff)	RCUS - 004	21.92	22.30	22.54	23.09	23.42	23.79	24.17	24.61
Maintenance Technician	RMAI - 001	23.93	24.35	24.72	25.22	25.85	26.23	26.55	27.25
Maintenance Tech (w/shift diff)	RMAI - 002	24.35	24.77	25.14	25.65	26.27	26.66	26.97	27.67
Hourly Salary Schedule 2018-2019									
	Grade Schedule	Probation	1	2	3	4	5	6	7
Custodian	RCUS - 001	18.63	18.89	19.18	19.44	19.72	20.05	21.09	21.35
Custodian (w/shift differential)	RCUS - 002	19.07	19.33	19.61	19.87	20.15	20.49	21.52	21.78
Sr. Lead Custodian	RCUS - 003	22.09	22.48	22.73	23.29	23.63	24.01	24.40	24.86
Sr. Lead Custodian (w/shift diff)	RCUS - 004	22.52	22.91	23.16	23.72	24.07	24.45	24.84	25.29
Maintenance Technician	RMAI - 001	24.59	25.02	25.40	25.92	26.56	26.96	27.28	28.00
Maintenance Tech (w/shift diff)	RMAI - 002	25.02	25.45	25.83	26.35	26.99	27.39	27.71	28.43