

Collective Bargaining Agreement

Between

The Litchfield Board of Education

- and -

**Custodians, Local 1303-392 of Council 4, AFSCME, AFL-
CIO**

July 1, 2017 through June 30, 2021

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PREAMBLE

This Agreement is made and entered into by and between the Litchfield Board of Education (hereinafter referred to as the "Board") and Local 1303-392 Custodians of Council 4, AFSCME, and AFL-CIO (hereinafter referred to as the "Union").

ARTICLE I **Recognition/Definitions**

1. The Board recognizes the Union as the sole and exclusive representative for the purposes of collective bargaining over wages, hours and other conditions of employment for a bargaining unit consisting of full time and part time employees in the following classifications: Custodians; Custodial Assistants/Cleaners, Maintenance Technician and School Building maintenance Technician, excluding all temporary positions, and any other positions excluded by law.
2. As used in this Agreement, the term "full-time employee" means any Custodian, Custodial Assistants/Cleaners, Maintenance Technician and/or School Building Maintenance Technician employee who is regularly scheduled to work no fewer than forty (40) hours per week.
3. As used in this Agreement, the term, "part-time employee" means any employee who is regularly scheduled to work no fewer than twenty (20) hours per week, but fewer than the applicable number of hours set forth above for full-time employees.
4. As used in this Agreement, the term "contract year" shall be defined as the fiscal year, which begins on July 1 and ends on June 30.
5. As used in this Agreement, the term "days" shall mean business days, unless otherwise expressly specified in this Agreement.
6. As used in this Agreement, the term "the Board" shall mean the Litchfield Board of Education and/or its designated employees/agents, including, but not limited to, the Superintendent of Schools and/or the Superintendent's designee, unless otherwise expressly specified in this Agreement.
7. As used in this Agreement, the term "the Superintendent" shall mean the Superintendent of Schools and/or the Superintendent's designee, unless otherwise expressly specified in this Agreement.

ARTICLE II **Board Prerogatives**

1. 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 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 Town'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 establish contracts or sub-contracts for its operations, provided that this right shall not be used for the purpose or intention of undermining the Union or of discriminating against its members. All work customarily performed by the employees of the bargaining unit shall continue to be so performed unless it can be done more economically or expeditiously otherwise.
 - g) 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.
 - h) To create job specifications and revise existing job specifications, subject to the Union's right to negotiate the assigned wage rates.
 - i) To determine the work year, work day and work schedules for employees.
2. The above rights, responsibilities and prerogatives are inherent in the Board of Educations and the Superintendent and are not subject to delegation in whole or in part.

ARTICLE III **Union Security**

- 1. Each employee who is a member of the Union as of the effective date of this Agreement shall remain a member of the Union in good standing or pay an agency service fee as a condition of employment. Each employee who is hired after the effective date of this Agreement shall become a member of the Union or pay an agency service fee as a condition of employment.
- 2. The Board agrees to deduct from the pay of all its employees who authorize such deductions from their wages, such membership dues or agency fees as may be fixed by the Union. The Union shall supply to the Board written notice at least thirty (30) days prior to the effective date of any change in rates of fees and dues. In addition, the Union shall furnish the Board with a statement by the employee authorizing the Board to make such deduction(s).
- 3. The monthly dues and/or service fees remittances to the Union will be accompanied by a list of names, addresses and social security numbers of employees from whose wages such deductions have been made.

4. The Union shall indemnify and hold the Board harmless from any and all demands, suits, complaints and claims, including reasonable attorney's fees caused by or arising out of the administration or enforcement of this Article.
5. The Union may use the Board's intra-office mail and email system to send notices to Union members.
6. The Board agrees that representatives from Council 4 AFSCME shall be admitted to the premises of the Board during work hours upon advanced notice of twenty-four (24) hours and by agreement of the Superintendent or his/her designee. Such visitation shall be to participate in Labor-Management meetings, interview grievants, attend grievance hearings/conferences and for other reasons related to the administration of this Agreement.
7. The Union shall have the right and opportunity to hold an orientation session with all newly hired employees. This orientation shall be for the purposes of explaining the new employee's contractual rights and introducing him/her to the Union. The orientation will be held within seven (7) days of the employee's hire date and shall be during work hours at a time agreed by the employees' immediate supervisor not to exceed one hour (1) in duration.

ARTICLE IV **Seniority**

1. Seniority shall be defined as employee's uninterrupted service with the Town in one of the positions listed in Article 1 §1, and the Board of Education from the first day worked, including all authorized paid leave, provided the employee returns to work immediately at the conclusion of such leave.
2. For the purposes of this Agreement, the following are the "classifications" within the bargaining unit:
 - a) School Building Maintenance Technician
 - b) Maintenance Technician
 - c) Custodian
 - d) Custodian Assistant/Cleaner
3. Except as otherwise provided expressly in this Agreement, no employee shall attain seniority or other rights under this Agreement until he/she has been continuously employed by the Board for a period of six (6) months. If an employee is discharged during or at the conclusion of such six (6) month probationary period, neither the employee nor the Union shall have recourse to the grievance or arbitration provisions of this Agreement with respect to such discharge. Upon successful completion of the probationary period, a new employee shall acquire seniority retroactive to his/her first day of employment.
4. The Board shall maintain a seniority list to record the status of each employee in the unit. The Union shall be provided with a copy of the seniority list annually, during the month of July. If mistakes are not brought to the attention of the Board within thirty (30) days the list will be conclusive.

5. An employee shall forfeit accrued seniority:
 - a) Upon voluntary resignation or retirement.
 - b) Upon discharge or layoff, provided that if an employee is laid off for a period of one year or less, he/she shall retain seniority accrued as of the date of the layoff upon return to service with the Board (but shall not accrue additional seniority during the layoff), except that an employee shall forfeit any right to retain accrued seniority if he/she has refused an offer of re-employment by the Board within such layoff period, or has failed to respond within ten (10) days of the mailing (by certified mail, at the employee's last known address) of an offer of re-employment during such layoff period.

ARTICLE V

Vacancies

1. A job vacancy is defined as an opening or new position within the bargaining unit.
2. If the Board decides to fill a job vacancy, the vacancy shall be posted in each school and at the school district central office for a period of at least seven (7) working days. Notice shall also be sent to the Union President. The Board shall have the right to advertise such vacancies outside the bargaining unit simultaneously. Employees desiring to apply for appointment to a job vacancy shall file a written application with the Superintendent's office within the time limit specified in the posting.
3. At the end of the application period, the Board shall have the right to select the applicant (from within or outside the bargaining unit) who is most qualified for the position. In the event that two or more individuals are deemed equally most qualified, and at least one of such individuals is a bargaining unit employee, then the senior most employee among such most qualified individuals shall be awarded the position, unless there are other compelling educational reasons for appointing another individual to the position.
4. In the event the Board deems an employee unqualified for a position for which the employee has applied, the Board will, upon request from the employee, provide the employee with a written statement of the basis for such determination.
5. The Union President shall be given the name and starting salary of all newly hired members of the Union.

ARTICLE VI

Days and Hours of Work

1. The Board shall have the right to establish and modify the work schedules (including days and hours) for all bargaining unit employees. Prior to making any change in the work schedule of any bargaining unit employee, the Superintendent or his/her designee will notify the Union and will meet with the affected employee(s) to explain the reason(s) for the change. Where practicable, such meetings shall occur at least ten (10) days prior to the implementation of the change.
2. Overtime pay at the rate of one and one-half (1.5) times the regular base rate shall be paid to employees for all hours worked in excess of forty (40) in a work week. For the purposes of this section, "hours worked" shall include only actual hours worked, paid lunch time, paid sick leave, paid bereavement leave, paid jury duty leave and paid holiday leave during the course of an

employee's normal work week. Overtime shall not be accrued without administrative authorization.

3. An employee who, after completing his/her regular hours of work, is called back to work for an emergency and reports for such work at a time not contiguous with his/her regular shift shall receive no less than two (2) hours of pay at the applicable hourly rate for such service.
4. On days when school is cancelled due to weather or other emergencies, bargaining unit employees shall be required to report to work, unless directed otherwise by the Superintendent or his/her designee, and they shall be paid for all hours worked on such days.
5. On days when the opening of school is delayed due to weather or other emergencies, bargaining unit employees shall be required to report to work at their regularly scheduled starting time, unless otherwise directed by the Superintendent or his/her designee.

On days when the school is dismissed early due to weather or other emergencies, all bargaining unit employees will be expected to remain at work for the duration of their regular shifts, unless permitted otherwise by the Superintendent or his/her designee, and they will be paid for all hours worked on such days.

If the Board requires any custodian to report to work to perform a building check on a day when no custodians are regularly scheduled to work, the custodian shall be paid at time and one-half for a minimum of one (1) hour for performing the building check.

ARTICLE VII

Leave Provisions

The following leave provisions are adopted in recognition of the necessity for certain temporary absences from employment. However, such absences should occur only when absolutely necessary. A request for leave form must be completed for any of the following leaves except sick leave.

1. Sick Leave.

- a) Sick leave may be used for personal illness of the employee or for medical/dental appointments that cannot be scheduled outside the employee's regularly scheduled workday.

Employees may use up to five (5) days of sick leave per year for illness in the immediate family, defined as spouse, mother, father, children and relatives living in the home, which requires the employee's presence in the home. Such days may not be accumulated from year to year. On the sixth (6th) work day the Superintendent will require a written explanation or a doctor's certificate for his or her consideration and approval for further use of sick leave for this purpose.

- b) Full-time employees shall accrue 15 sick days per year and up to a maximum of one hundred and fifty (150) days.
- c) During the first year of employment, new employees shall receive a pro-rated number of sick days, based on the number of work days remaining in the work year following their first day of work.

2. Personal Leave:

- a) The Superintendent or his/her designee may grant two (2) personal leave days to full-time employees. During the first year of employment, new employees shall receive a pro-rated number of personal days, based on the number of work days remaining in the work year following their first day of work.
 - b) Employees must request such leave in writing on such forms as may be administratively required, stating reasons for the request, at least forty eight (48) hours in advance, except in emergencies. Personal leave is to be used only for personal business which cannot be transacted outside of work hours, including:
 - 1) Legal or financial business that requires the employee's attendance (e.g., house closing), provided that this clause shall not apply to any situation that shall arise due to the demands of outside employment;
 - 2) Marriage (self, children, parents, or siblings);
 - 3) Attendance at graduation exercises for self, spouse, or children; or
 - 4) Observance of religious holy days.
 - c) Personal leave may not be used to extend a holiday. Under ordinary circumstances, personal leave will not be granted for days immediately preceding or following a holiday.
3. Funeral Leave: For full-time and regular part-time employees, Superintendent or designee shall approve the following funeral leave without loss of pay or charge to other leave categories:
- a) Up to five (5) days in the event of death of a spouse, child or parent.
 - b) Up to three (3) days in the event of the death of a sibling, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, spouse's grandparent or grandchild, or other relative residing in the employee's household.
 - c) One (1) day of funeral leave in the event of death of an aunt or uncle of the employee or the employee's spouse and the spouse of any relative listed in this section.
 - d) Staff members may be required to complete a form identifying the relationship of the deceased to the staff member.
 - e) If additional time is needed, two (2) days may be used; however, these days shall be deducted from the employee's sick leave accrual.
4. Maternity Leave: An employee who is pregnant shall receive a leave of absence for the reasonable period of physical disability due to childbirth. Such leave shall be treated the same as any other short-term disability, and shall be paid to the extent of accumulated sick leave.
5. Injury Leave: Employees who are eligible to receive benefits for temporary total disability under the Workers' Compensation Act as a result of injuries arising out of and in the course of their employment with the Board will be permitted to make up the difference between such workers' compensation benefits and their regular net pay by charging the difference to their accumulated sick leave on a pro-rated basis.
6. Unpaid leaves of absence: An employee may request unpaid leave upon exhaustion of accumulated paid leave. Any requests for unpaid leave must be submitted to the Superintendent

at least thirty (30) days in advance, except in emergencies. The denial of any such request by the Superintendent shall not be subject to the grievance procedure.

7. Leave Provisions for Part-time Employees: Part-time employees shall be entitled to the leave provisions set forth in this Article on a pro-rated basis. The number of days and hours of leave for such employees shall be pro-rated based on the number of days and hours such employees are regularly scheduled to work in relation to the full-time work week for their respective positions.
8. Jury Duty: The Board shall pay the difference between jury fees and regular pay while an employee is on jury duty, provided that the employee is called for jury service (rather than volunteering for such service), and provided further that the employee notifies the Superintendent or his/her designee within forty-eight (48) hours of receiving the jury notice.
9. Family and Medical Leave: In the event that any provision of this Agreement is inconsistent with any applicable statute concerning family and medical leave, the provisions of the statute shall be controlling.

ARTICLE VIII

Vacations

1. Employees shall be eligible for paid vacations in accordance with the provisions of this Article:
2. Vacation Accrual for New Employees. During the contract year in which they are hired into a bargaining unit position, full-time employees working in the classifications set forth in Section 1 above shall earn vacation, beginning in the third month of employment, at the rate of one-half day per month worked, to a maximum of five (5) days. Such vacation days will be posted to the employees' vacation accounts on their anniversary date of hire.
3. Thereafter full-time employees working in the classifications set forth in Article 1 Section 1 above will be credited with vacation on July 1 following the completion of each contract year in accordance the following schedule:

<u>Years of Service (Anniversary Year)</u>	<u>Number of Days of Vacation to be Posted at End of Contract Year</u>
0-1	5
2-4	10
5-12	15
13+	20

Part-time employees above shall be entitled to vacation days on a pro-rated basis. The number of days and hours of vacation for such employees shall be pro-rated based on the number of days and hours such employees are regularly scheduled to work in relation to the full-time work week for such positions.

4. In order to take vacation days, an employee must submit a vacation request to the Superintendent or his/her designee at least five (5) fifteen (15) days in advance, except in cases of emergency or as otherwise approved by the Facilities Manager or his/her designee to take between one and five (1-5) days off. An employee must submit a vacation request at least fifteen (15) days in advance, except in case of emergency or as otherwise approved by the Facilities Manager or his/her designee to take six (6) or more days off..

5. Vacation shall not be accumulated and must be used during the fiscal year. A one (1) week carry-over may be granted upon request; however, it must be used in the subsequent vacation year. Except that for the first year of the contract, only those employees that currently have vacation accruals over ten (10) days can rollover ten (10) days this year only. Five (5) days must be used by August 30, 2017 and five (5) days must be used by December 1, 2017.
6. An employee who resigns or retires from service with the Board shall be entitled to payment for unused vacation days accrued during the contract year of such resignation or retirement, provided that the employee provides written notice of such resignation or retirement to the First Selectman at least fifteen (15) days prior to the effective date of such resignation or retirement. In the event of the death of an employee, the Board shall make payment to the employee's estate for unused vacation days accrued during the contract year of the employee's death. Any payments for unused vacation under this Section of the Agreement shall be made on the date of the Board's next regular payroll date following the employee's last day of employment.

ARTICLE IX

Holidays

1. All twelve (12) month full-time and part-time employees shall be entitled to the following paid holidays based upon their regularly scheduled hours of work:

New Year's Day	Columbus Day
Martin Luther King Day	Veterans' Day
Presidents' Day	Day before Thanksgiving
Good Friday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Fourth of July	Christmas
Labor Day	Day before or after Christmas

The specific days on which such holidays will be observed will be designated by the Board prior to the beginning of each fiscal year.

2. In order to be eligible for holiday pay, an employee must work on the regularly scheduled workdays immediately preceding and immediately following the holiday or be on a leave pre-approved by the Superintendent or his/her designee.
3. Any employee working on New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Friday After Thanksgiving or Christmas Day shall receive holiday pay plus one and one-half (1.5) times his or her regular rate for all hours worked on the holiday.

ARTICLE X

Wages

1. Wage Rates:

Effective July 1, 2017, the wages rates for all bargaining unit employees shall be as indicated in this agreement.

2. Shift Differential:

Effective July 1, 2012, an employee whose working schedule begins at or after 2:00 p.m. shall be paid a shift differential of fifty cents (.50) per hour in addition to his/her normal rate for all hours worked.

3. Compensation Rates:

The following is a list of all base compensation rates for all positions covered by this agreement. New employees shall be hired at these rates:

	2017-18	2018-19	2019-20	2020-21
Custodial Asst/Cleaner	\$13.77	\$14.05	\$14.33	\$14.62
Custodian	\$18.62	\$18.99	\$19.37	\$19.76
Head Custodian (additional hourly stipend)	\$1.75	\$1.75	\$1.75	\$1.75
Maintenance Technician	\$20.99	\$21.41	\$21.84	\$22.28
School Building Maintenance Technician	\$27.00	\$27.54	\$28.09	\$28.65

*NOTE: The stipend for head custodian is in addition to the regular hourly rate of pay for a custodian assigned the additional duties of the head custodian. Head Custodians are appointed annually at the discretion of the Superintendent and/or his/her designee. Head custodian appointments will be reviewed and assigned annually.

4. Longevity

In recognition of dedicated service to the Board as well as acknowledgement of an increased level of skill and higher performance expectations based upon experience, employees are eligible for the following longevity pay:

- a) Only for employees hired on or before June 30, 2017, a stipend will be added to the hourly rate of pay at specified intervals of employment as follows:

Fifth to Ninth years	=	\$.50 per hour
Tenth to Fourteenth years	=	\$1.00 per hour
Fifteenth to Nineteenth years	=	\$1.50 per hour
Twentieth to twenty-fourth years	=	\$2.00 per hour
Twenty-fifth year and beyond	=	\$4.00 per hour

For purposes of this Article X, Section 4, an employee's years of service shall include uninterrupted service with the Town in the job classifications listed in Article 1 §1 and the Board of Education

Employees hired on or after July 1, 2017 shall have their hourly longevity capped at \$2.00 per hour.

ARTICLE XI
Insurance Benefits

Full-time and part-time (working twenty hours per week or more) employees may enroll in the Anthem Lumenos High Deductible Health Plan with deductibles of \$1500 for single coverage

and \$3000 for employees plus one or family coverage with a Health Savings Account. Employees ineligible to participate in a Health Savings Account will be able to participate in a Health Retirement Account.

1. Full-time and part-time employees (twenty hours per week or more) may enroll in the dental plan offered by the Board, subject to any and all eligibility requirements established by the insurance carrier(s) and/or plan administrator(s). See attached plan design.

2. Premium Contributions:

Full-time and part-time (twenty hours per week or more) employees shall pay the following percentages of the Allocation rates (premium) regardless of coverage type (individual, dual, and family with such payments to be made through payroll deduction:

Effective July 1, 2017-June 30, 2018 – 13% with the Board contributing the remaining 87%.
Effective July 1, 2018- June 30, 2019 – 14% with the Board contributing the remaining 86%
Effective July 1, 2019-June 30, 2020 - 15% with the Board contributing the remaining 85%.
Effective July 1, 2020-June 30, 2021 - 15% with the Board contributing the remaining 85%.

Employer Contribution to Deductible:

The Board shall fund seventy-five percent (75%) of the employee's applicable deductible into the employee's Health Savings Account (HSA) or Health Retirement Account (HRA) if the employee is ineligible to participate in an HSA. The Board's contribution will be deposited in 2 equal amounts on or about 7/1/17 or as soon as the employees are able to enroll in the HD/HP Lumenos Plan and 9/1/17. The employee shall contribute the remaining percentages into the HSA (or HRA if applicable) by way of payroll deductions.

Effective 7/1/18, the Board shall fund sixty percent (60%) of the employee's applicable deductible into the employee's Health Savings Account (HSA) or Health Retirement Account (HRA) if the employee is ineligible to participate in an HSA. The Board's contribution will be deposited in two equal installments, the first to be deposited on or about September 1 and the second to be deposited on or about January 1. The employee shall contribute the remaining percentages into the HSA (or HRA if applicable) by way of payroll deductions.

Effective 7/1/19 and 7/1/20, , the Board shall fund fifty percent (50%) of the employee's applicable deductible into the employee's Health Savings Account (HSA) or Health Retirement Account (HRA) if the employee is ineligible to participate in an HSA. The Board's contribution will be deposited in two equal installments, the first to be deposited on or about September 1 and the second to be deposited on or about January 1. The employee shall contribute the remaining percentages into the HSA (or HRA if applicable) by way of payroll deductions.

If the employee can demonstrate a hardship or a catastrophic injury or illness to him/herself or a covered dependent, the employee can make application to the Superintendent or his/her designee for the Board to make the contribution for the second year in advance. It shall be in the sole discretion of the Superintendent or his/her designee whether to grant the emergency advanced funding.

The parties acknowledge that the Board's contribution toward the funding of the deductible 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 employees. The Board shall have no obligation to fund any portion of the deductible for retirees or other individuals upon their separation from employment.

3. Flexible Dental Plan consists of 80% Preventive and Diagnostic; 50% Basic Services Including Anesthesia; 50% Major Services; and \$50/\$150 Deductible Shared between Basic and Major Services, \$1,000 calendar year maximum.

4. Waiver of Benefits

Eligible employees who voluntarily waive health and dental insurance coverage shall be paid according to the following schedule: employees working 35-40 hrs/wk = \$2000; employees working 30-34 hrs/wk = \$1500; employees working 25-29 hrs/wk = \$1000; employees working 20-24 hrs/wk = \$500.

5. Life Insurance

Subject to any and all eligibility requirements, the Board shall provide coverage for all employees, regularly scheduled to work twenty hours per week or more, covered by this agreement under a group term life insurance policy providing \$75,000 in life insurance coverage up to employees' 70th birthday (including a 35% reduction for each active employee up age 75; a 50% reduction for each active employee age 75 and over; and no coverage for retired employees) and \$75,000 in accidental death and dismemberment benefits.

6. Self-Insurance and Change of carriers/Plans

The Board shall have the right to self-insure for any of the insurance benefits described in this Article and/or to change administrators/carriers/plans for any of the insurance benefits, provided that the overall level of benefits (including out-of-pocket expenses for employees and their dependents), when considered as a whole, remains substantially comparable to the overall level of benefits in effect immediately preceding and such change.

7. Section 125 Plan

The Board will maintain one or more plans under section 125 of the Internal Revenue Code in order to permit employees to make their insurance contributions on a pre-tax basis and in order to permit employees to establish medical and/or dependent care reimbursement accounts, to the extent such plans are permitted by law.

8. New Employees

Subject to the requirements of the insurance carrier(s) and/or plan administrator(s), new employees who are eligible for the insurance benefits described in this Article shall be entitled to enroll in the insurance plans on the first calendar day of the month following their first day of work.

9. Excise Tax

If the Board receives notice that the total cost of a group health plan or plans offered under this contract will trigger an excise tax under the Internal Revenue Code Section 49801 or any other federal

statute or regulation, during the term of this contract, the Board and the Union will, upon the request of the Board, engage in mid-term negotiations regarding the impact of such excise tax, in accordance with the Municipal Employees Relations Act (MERA).

10. Long Term Disability

Subject to any and all eligibility requirements of the insurance carrier, the Board shall provide coverage for all employees covered by this Agreement under a long-term disability insurance policy providing a basic benefit of sixty percent (60%) of salary with a \$5000 per month cap on such benefits (NOTE: Insurance carrier currently stipulates this benefit is available to employees regularly scheduled to work a minimum of thirty-two (32) hours per week.)

11. Voluntary Plans

The Board shall continue to offer optional AFLAC accidental/disability policies at the employee's full cost.

ARTICLE XII
Grievance Procedure

1. Definitions:

- a) "Grievant" is defined as any member of the bargaining unit in the job classifications listed in Article 1 §1 and may include a group of employees similarly affected by a grievance or the Association.
- b) "Grievance" shall mean a claim that there has been a violation, misinterpretation or misapplication of a specific provision of this Agreement.

2. Time Limits:

- a) Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limits specified may, however, be extended by written agreement of the parties.
- a) If an aggrieved person does not file a grievance in writing with the appropriate administrator within ten (10) days after the employee knew or reasonably should have known of the event or condition giving rise to the grievance, then the grievance shall be considered waived.
- b) Failure at any step of this procedure to communicate a decision within the specified time limits shall be deemed denial of the grievance and shall permit the aggrieved person to proceed immediately to the next step. Failure at any step to appeal within the specified time limits shall be deemed to be acceptance of the last decision rendered and shall constitute a waiver of the right to proceed further with the grievance.

3. Informal Step:

If an employee feels that he/she may have a grievance, he/she may first discuss the matter with the Facilities Manager and/or the Building Principal in an effort to resolve the problem informally.

4. Step One - Director of Business Operations

- a) If following the Informal Step, the employee wishes to pursue the grievance, he or she shall present grievance in writing to the Director of business Operations within ten (10)

days after the employee knew or reasonably should have known of the event or condition giving rise to the grievance.

- b) The Director of Business Operations shall, within ten (10) days after the receipt of the written grievance, render his/her decision and the reasons therefore in writing to the grievant, by registered or certified mail or hand delivery.

5. Step Two - Superintendent

- a) If the grievant is not satisfied with the disposition of his/her grievance at Step One, he/she may, within ten (10) days after receipt of the decision at Step One, file his/her grievance with the Superintendent.
- b) The Superintendent or designee shall, within ten (10) days after receipt of grievance, meet with the grievant, witnesses, and representatives of the Union for the purpose of hearing the grievance.
- c) The Superintendent or designee shall, within ten (10) days after such meeting render his/her decision and the reasons for it in writing to the grievant.

6. Step Three - Board of Education

- a) If the grievant is not satisfied with the disposition of his/her grievance at Step Two, he/she may, within five (5) days of receipt of the decision at Step Two, refer the grievance to the Board of Education by notifying the Board Chairperson and Superintendent in writing. The grievant shall forward to the Board Chairperson and Superintendent copies of the grievance and the Step One and Two responses with the referral.
- b) The Board shall, no later than the next regularly scheduled Board meeting occurring at least fourteen (14) days after the Board Chairperson's receipt of the referral to the Board, meet with the aggrieved employee (s) and representatives of the Union for the purpose of hearing and/or resolving the grievance.
- c) Within ten (10) days after such meeting, the Board shall render its decision and the reasons therefore in writing to the grievant and the Union.

7. Step Four—Arbitration

In the event that the Union is not satisfied with the disposition of the grievance at Step Three, the Union may process the grievance to arbitration by filing written notice of intent to submit the matter to arbitration with the Superintendent or his/her designee within twenty (20) days of receipt of the decision at Step Three. The Board shall have the option to select the Connecticut State Board of Arbitration or the American Dispute Resolution Center to hear the grievance. If the Board wishes to select the American Dispute Resolution Center to hear the grievance, it shall so notify the Union, in writing, within ten (10) working days of receipt of the Union's written notice of intent to proceed to arbitration. In the event that the Board does not so notify the Union within such time period, the Board shall thereby waive its right to select the American Dispute Resolution Center to hear the grievance. Not later than ten (10) days after receipt of notice from the Board designating its selection of an arbitration agency, or, in the event no such notice is received, within ten (10) working days after the period for providing such notice has expired, the Union shall file for arbitration with the appropriate arbitration agency, with a copy to the Superintendent or his/her designee.

In the event that a grievance is processed to arbitration through the American Dispute Resolution Center, the Board and the Union shall share the filing fees and other administrative costs of the American Dispute Resolution Center equally, and the Board shall pay the arbitrator's fees. In the event that a grievance is processed to arbitration through the State Board of Mediation and Arbitration, the Board and the Union shall share the filing fees and other administrative costs of the State Board of Mediation and Arbitration equally.

The decision of the arbitrator(s) shall be final and binding, except as otherwise provided by law. The arbitrator(s) shall be bound by, and must comply with all of the terms of this Agreement. The arbitrator(s) shall have no power to add to, delete from, or modify in any way the provisions of this Agreement.

ARTICLE XIII

No Strike

Neither the Union nor any employee shall engage in, induce, support, encourage, or condone a strike, sympathy strike, work-stoppage, slowdown, concerted withholding of service, sick-out or any interference with the mission of the Board. This Article shall be deemed to prohibit the concerted boycott or refusal of overtime work. The Town agrees not to lock out any employee during the term of this Agreement or any extension thereof.

ARTICLE XIV

Reduction in Force

1. The Board has the sole and exclusive prerogative to eliminate or reduce positions in the bargaining unit. When the Board determines that a layoff is necessary, the Board shall first determine which position(s) must be eliminated. Thereafter, the Board shall determine which employee(s) must be laid off, in accordance with the provisions of this Agreement.
2. In the event that an employee must be laid off from a job classification, the Board shall lay off the least senior employee in the job classification (based on the job classifications and definitions set forth in Article IV, Seniority). If such least senior employee has previously worked in another job classification in the district, then the employee shall have the right to bump the least senior employee in such other job classification, provided that he/she has greater seniority than such least senior employee.
3. When reasonably possible, the Board will give four (4) weeks notice in advance of layoff to the affected employee(s).
4. An employee who has been laid off shall have recall rights to vacancies in the job classification from which the employee was laid off and/or other job classifications in the district in which the employee has worked previously, for a period of one (1) calendar year from the date of layoff. An employee shall forfeit any recall rights if he/she has refused an offer of re-employment by the Board within such layoff period, or has failed to respond within ten (10) days of the mailing (by certified mail, at the employee's last known address) of an offer of re-employment during such layoff period.

ARTICLE XV
Retirement

1. The Town shall continue to cover all eligible employees in The Town of Litchfield Amended and Restated Municipal Employees Retirement Plan effective October 1, 1989. This shall be known as the "Defined Benefit Plan".
 - a) Employees hired prior to July 1, 2012 who are vested in the Defined Benefit Plan may continue their participation in the Defined Benefit Plan and shall contribute 1% of their Annual Compensation to the Defined Benefit Plan fund.
 - b) Employees hired on or after July 1, 2012 may not participate in the Defined Benefit Plan. Those employees shall participate in the Town's Defined Contribution Plan.
2. Under the terms of the Defined Contribution Plan, the Board will contribute 3% of an eligible employee's wages and eligible employees may contribute up to the maximum amount allowed by law.
3. All employees shall be provided copies of the Defined Benefit Plan or Defined Contribution Plan as requested.

ARTICLE XVI
Miscellaneous

1. Three (3) signed copies of this Agreement and an electronic Word version shall be presented to the Council 4 AFSCME AFL-CIO Staff Representative on the date of signing.
2. The Board agrees to furnish each employee in the bargaining unit with a copy of this Agreement, within thirty (30) days after the signing of this Agreement. New employees are to receive a copy of this Agreement at the time of hire.
3. Approved travel on business conducted by an employee with his/her personal vehicle shall be reimbursed at the Federal IRS mileage rate in effect.
4. The Union shall be permitted to conduct meetings in any school before or after work hours upon prior notification to and approval of the Superintendent or his/her designee.
5. Bulletin board space shall be provided in each school for posting of union notices and other union matters. Bulletin boards on which space is provided shall be in a conspicuous place.
6. If any section, sentence, clause or phrase of this Agreement shall be held for any reason to be inoperative, void or invalid, the validity of the remaining portions of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement that no portion thereof or provision therein, shall become inoperative or fail, by reason of the invalidity of any other portion or provision, and the parties do hereby declare that they would have severally approved of the adopted provisions contained therein and apart from the other.
7. Employees who have successfully completed the probationary period may be discharged or suspended without pay only for just cause.
8. The Board shall promptly notify the Union if an employee is discharged or suspended without pay.

9. Effective July 1, 2017 and each July thereafter, each custodial bargaining unit member shall receive \$100.00 annually for a shoe allowance.
10. The Board shall provide five (5) polo shirts for winter wear, five (5) lighter weight t-shirts for summer wear, and one (1) rain coat. Clothing shall be replaced by the Board when it becomes worn.

ARTICLE XVII

Duration

1. This Agreement shall take effect on July 1, 2017, and remain in full force and effect until June 30, 2021. No provision of this Agreement shall be retroactive unless provided otherwise expressly in the Agreement. This Agreement shall remain in full force and effect during the period of negotiations for a successor Agreement.
2. If either party wishes to modify this Agreement upon its expiration, such party shall notify the other party in writing at least one hundred twenty (120) days prior to July 1, 2021. Neither party shall be obligated to take part in any such collective bargaining session prior to one hundred and twenty (120) days prior to July 1, 2021.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives this 26 day of September, 2017.

LITCHFIELD BOARD OF EDUCATION

LOCAL 1303-392 OF COUNCIL 4
AFSCME, AFL-CIO

By: Frank Simone

Frank Simone, Chairman
Litchfield Board of Education
Town of Litchfield

By: Rosemarie Cook

Rosemarie Cook, President
Local 1303-392 of Council 4 AFSCME, AFL-CIO

Date: 10-26-17

Date: 10/26/17

By: Tricia Johnson

Tricia Johnson
General Counsel
Council 4 AFSCME, AFL-CIO

Date: 10/24/17