

AGREEMENT
BETWEEN
THE
NEW HARTFORD BOARD OF EDUCATION
AND
CUSTODIAL EMPLOYEES
LOCAL 1303-336 OF COUNCIL #4
AFSCME, AFL-CIO

July 1, 2018- June 30, 2021

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PREAMBLE

The following contract is designed to set forth in writing the agreement reached between the New Hartford Board of Education and such of its employees as may be covered by this contract with respect to wages, hours of employment and other conditions of employment.

ARTICLE I **RECOGNITION**

The New Hartford Board of Education hereinafter referred to as the "Board" hereby recognizes Local 1303-336 of Council #4, American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union", and that said Union is the exclusive representative of all full and part-time custodians, of the Board, excluding supervisory employees and any others excluded by the Municipal Employee Relations Act, Conn. Gen. Stat. 7-467 et. Seq., (the "Act") for the purpose of collective bargaining with respect to wages, hours of employment and other conditions of employment as set forth in Connecticut State Board of Labor Relations Decision and Certification of Representative, Case No. ME-15,946.

ARTICLE II **UNION SECURITY**

Section 2.1

It shall be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirty-first (31st) day following the beginning of such employment become and remain members in good standing in the Union or pay a service fee as designated by the Union. The service fee designated by the Union shall be less than the Union dues and shall be limited to the cost of contract administration, grievance adjustment and collective bargaining representation, as determined by the Union, in accordance with the law.

Section 2.2

The Board agrees to deduct Union dues or service fees from the paycheck of each employee within the bargaining unit who has signed an authorization deduction card, as certified by the Treasurer or other authorized official of the Union. Deductions shall be made the first pay period of each month.

Section 2.3

The total amount deducted each month in accordance with the provisions of this contract will be remitted by the Board together with a list of the employees from whose wages such

deductions have been made, to such individual and Council #4 as shall be specified by the Union. Such remittance shall be made by the last day of the month in which deductions are made.

Section 2.4

The Union agrees to indemnify and save the Board harmless against any and all claims, demands, suits, judgments, or other forms of liability, including attorney's fees, that shall arise out of or by reason of action taken by the Board for the purpose of complying with the dues or service fees deduction provisions of this Article.

Section 2.5

The Union may use the Board's intra-office mail and email system to send notices to Union members.

Section 2.6

The Board agrees that representatives from Council 4 AFSCME shall be admitted to the premises of the Board during work hours upon advanced notice and approval of the Superintendent. Such visitation shall be to participate in Labor-Management meetings, interview grievants, attending grievance hearings/conferences and for other reasons related to the administration of this Agreement. Such visitations shall not unduly interfere with the business of the Administration.

Section 2.7

The Union shall have the right and opportunity to hold an orientation session with all newly hired employees. This orientation session shall be for the purpose 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 employee's immediate supervisor not to exceed thirty (30) minutes in duration

ARTICLE III **SENIORITY**

Section 3.1

Except as provided herein, seniority shall commence upon the date the employee begins as a full-time or regular part-time employee of the Board within a bargaining unit position. Full-time employee shall be defined as an employee who is regularly scheduled to work at least forty (40) hours per week. Regular part-time employee shall be defined as an employee who is regularly scheduled to work at least twenty (20) hours per week but less than forty (40) hours

per week. The employee's earned seniority shall not be lost and shall accrue while on paid leave of absence. Seniority and seniority rights will not be accrued during unpaid leave of absence or layoff, but such rights will not be lost by the employee because of such leave.

Section 3.2

The employer shall prepare an annual list of all employees covered by the Agreement which shall set forth each employee's hiring date, job title classification and rate of pay and shift. A copy of such listing shall be furnished to the Union during the month of August.

Section 3.3

- A. In the event of the reduction in force in the custodian classification, the custodian with the least seniority shall be laid off first.
- B.
 - 1. An employee scheduled for layoff may bump the least senior employee in the same or lower classification if he/she has greater seniority and is qualified to perform the work of the employee he/she would bump.
 - 2. The Superintendent or his/her designee shall, within a reasonable amount of time, notify the Union President of his/her decision regarding reduction of staff.
 - 3. Before any layoff takes place within the bargaining unit, all newly hired probationary employees shall be laid off first.
- C. An employee shall lose his/her seniority if the employee does any of the following:
 - 1. quits, resigns, or is discharged;
 - 2. is absent without authorized leave from work for five (5) consecutive days without notifying their supervisor;
 - 3. exceeds a leave of absence; or
 - 4. fails to return from a layoff within seven (7) working days after receipt of notice by registered mail to return to work.

Extensions may be granted by the Superintendent in sections 3 and 4.

Section 3.4

The Board shall place the names of any laid off employee on a recall list. The employee's name shall remain on the list for one (1) year, provided the following conditions are met:

- (a) Failure to respond by certified mail, return receipt requested, within seven (7) calendar days to the notice of a job opening by a person on the recall list shall result in that person being dropped from the recall list. Extension of this time may be granted at the Superintendent's discretion under unusual circumstances.
- (b) An employee who declines an offer of a position in his/her former class shall be dropped from the recall list. An employee may decline a position offered in a lower class and still remain on the recall list.
- (c) No new employees shall be hired until all laid off employees have been given the opportunity to return to work.
- (d) An employee on the recall list shall be responsible for keeping the Board informed of his/her current address. Notice of the openings will be sent certified mail, return receipt requested, to the most recent address provided by the employee.
- (e) An employee who is recalled shall be placed on the current pay rate on the wage schedule.

Section 3.5 - Probationary Period - Seniority

All new employees in the bargaining unit shall be considered probationary during the first ninety (90) working days of employment, measured from the commencement date of their employment. During such probationary period, the employee shall not attain any seniority rights under this agreement and will be subject to discipline and discharge by the Board, without access to the grievance procedure. Seniority shall be retroactive to the commencement date of employment.

ARTICLE IV **VACANCIES**

Section 4.1

- A. When a vacancy exists in the bargaining unit, it shall be posted for five (5) working days. The President may file an application on behalf of an employee who is absent during the posting. The posting shall include the position, the location, pay range, and hours of work. All applicants shall be notified of the successful applicant.

Announcement of the employment of the successful applicant at a public Board meeting shall constitute sufficient notice required by this section.

- B. Vacancies shall be filled on the basis of qualification for the position. When qualifications are equal, as determined by the Superintendent or his/her designee, the employee with the greater length of service shall be given the position.

ARTICLE V **HOURS OF WORK**

Section 5.1 - Hours of Employment - All Full-Time Employees

- A. The normal hours of employment for full-time employees are forty (40) hours per week, eight (8) hours per day. Custodians may request permission to leave the building for lunch. The current work schedules are as follows:
- B. First Shift 7:00 a.m. - 3:30 p.m. with one unpaid half-hour off for lunch and two paid 15 minute breaks.
- Second Shift 2:00 p.m. - 10:00 p.m. with one-half hour unpaid lunch and two paid 15 minute breaks. The second shift may be rescheduled to begin later than 2:00 p.m. when it is determined by the Building Principal that the building will be in use past 10:00 p.m. on that day.
- Summer Schedule Normal summer hours (8 hours) to be scheduled between 7:00 a.m. and 3:30 p.m. with an unpaid half-hour lunch and two paid 15 minute breaks. Schedule to be approved by the Superintendent and/or the Building Principal. The same schedule will be used during the winter and spring school vacations.
- C. Any employee who is required to work in excess of eight (8) hours in one day or forty (40) hours in one week shall receive compensation at the rate of one and one-half times the employee's basic hourly rate for all time worked in excess of eight (8) hours in one day or forty (40) hours in one week. Time paid but not worked shall count for purposes of determining forty (40) hours. All hours worked in excess of an employee's regularly scheduled hours must be pre-approved by a building principal and/or an immediate supervisor, if practicable.

Section 5.2 - New Shift Schedules

If the Board believes it is necessary to establish new shift schedules to replace the schedules set forth in Section 5.1, the Board's representative and the Union President will confer to discuss the issue.

Employees will, in any event, be given two (2) weeks notice prior to any change in shift schedules.

Section 5.3

- A. In the event that overtime is available at a particular school and the full time school bargaining unit personnel at that school choose not to work the overtime, it shall be offered to part-time employees at the particular school first then other full-time then part-time qualified employees in the bargaining unit assigned to other schools who have requested such work beginning with the most senior employees before assigning it to outside workers, or assigning such work to the least senior employee in the bargaining unit. Employees shall be given as much advance notice as reasonably possible.
- B. Each of the three schools shall be checked each Sunday for a time not to exceed two and one-half hours, beginning on the first Sunday in November and ending on the first Sunday in March. The check is necessary to make certain that the heating system is operating properly and that the building is secure.

A schedule for the one person responsible for conducting the checks at all three schools shall be submitted to the Superintendent by October 1. The employee making such checks shall be paid two and one-half hours minimum at time and one-half.

- C. Double time will be paid for all hours worked on the following holidays: Thanksgiving, the Day after Thanksgiving, Christmas Eve, Christmas Day and New Years' Day.

Section 5.4

An employee who is called in for work not contiguous to his/her regularly scheduled daily working hours, exclusive of scheduled overtime, shall be paid for a minimum of two (2) hours at one and one-half regular hourly rate.

Section 5.5

The Board can hire and schedule on a temporary basis outside workers for specific events or projects that require more custodial services than the current staff can provide to work weekends, evenings, and such other times as the Board determines. In no event shall full-time or regular part-time staff be laid off and replaced in full by such outside workers.

Section 5.5.1

Regular part-time employees shall be scheduled to work four (4) hours per day for vacation periods during the school year and eight (8) hours per day during the summer vacation period.

Section 5.5.2

Regular part-time employees will be requested to fill in for full-time employees when full-time employees are absent from work. In this event, the regular part-time employee shall be paid for all hours worked at his/her regular rate of pay, unless the regular part-time employee actually works more than forty (40) hours in one week, in which case he/she shall be paid at a rate of time and one-half his/her regular hourly rate.

Section 5.6

When a school facility is scheduled for use by an outside organization that pays the school district a fee and/or custodial salaries, outside the normal working hours, a minimum of fifteen (15) minutes shall be added prior to opening the building and a minimum of fifteen (15) minutes after to allow the custodian to check and secure the building, when the Superintendent determines that such additional time is necessary.

Section 5.7

In the event school is not in session or is cancelled, snow removal shall be performed in teams of custodians regardless of building assignment provided all schools will be accessible by the following school day, except in cases of emergency as determined by the Superintendent in consultation with the Lead Custodian.

ARTICLE VI **HOLIDAYS**

Section 6.1

Full time employees shall receive the following paid holidays:

New Year's Day
Martin Luther King Day
Presidents' Day
Good Friday
Memorial Day

Independence Day (2 days)
Labor Day
Columbus Day
Veterans' Day
Thanksgiving (2 days)
Christmas (2 days)

Section 6.1.1

In order to receive holiday pay, the employee may not use any form of paid or unpaid leave except sick leave on the regularly scheduled workday immediately preceding and following the holiday, except by approval of the Superintendent per Section 8.4 or Section 7.1.

Section 6.2

The provisions of C.G.S. Section 1-4 shall apply when a holiday falls on a Saturday or Sunday. In the event a holiday occurs during the paid vacation of an employee, the employee shall be entitled to an additional day.

Section 6.2.1

The Superintendent shall determine, after consulting with the Union President, which day before or after Christmas will be considered a paid holiday.

Section 6.3

Regular part-time employees shall receive one paid holiday (Christmas).

Section 6.4

An employee who is required to work on the day of observance of any of the aforesaid holidays shall be provided a floating holiday in lieu of the holiday pay. All requests for a floating holiday shall be communicated in writing to the Superintendent and/or his designee at least two (2) weeks before the day the employee wishes to take as a floating holiday. Floating holidays shall only be available in the school year in which they are earned and shall not be carried over to the following school year. Floating holidays shall be paid at straight time.

ARTICLE VII **VACATIONS**

Section 7.1

- A. All tentative schedules for vacations shall be submitted in writing to the building principals and the Superintendent of Schools prior to January 1st for the following year. These schedules shall be approved by the Superintendent by May 1st. Employees will be allowed to make a written request to the Superintendent for a change in their vacation selection anytime prior to the vacation being taken.

- B. In each calendar year, each employee who has or will have completed the required years of service on December 31 of that year, shall be entitled to vacation as per the following schedule:

Completion of 1 year through 5 years	2 weeks
Completion of 6 years	3 weeks
Completing of 10 years	4 weeks

Employees with less than one (1) year of service completed within that calendar year shall be entitled to vacation as per the following schedule:

Employment of two (2) months or less	no vacation days
Employment after two (2) months	one-half vacation day for each month worked

- C. Where any conflicts exist in scheduling vacation requests, seniority shall be the determining factor.
- D. Employees with three (3) weeks or more vacation time may carry over up to five (5) days of earned vacation. The parties understand that the five (5) carry over days shall not be compensated or considered as part of the vacation day entitlement under the terms of sections 7.1E or 7.1F upon retirement and/or separation from the District. The schedule for when those days will be taken shall be approved by the Superintendent. These days shall be taken when school is not in session for students, except as permitted under section 7.1G.
- E. Upon retirement, an employee is entitled to prorated payment for unused vacation days.
- F. Upon completion of 10 years, an employee who leaves the system in good standing shall be entitled to prorated payment for unused vacation days.
- G. Up to ten (10) vacation days per bargaining unit member may be taken while school is in session for students. Extensions may be granted by the Superintendent of Schools.
- H. An employee shall not schedule vacation days within two (2) weeks of the first day of the school year. The Superintendent may grant exceptions to this general rule for special circumstances at his or her discretion. The decision of the Superintendent with respect to the granting of exception is final.
- I. The prorated payment for unused vacation days pursuant to sections 7.1E and 7.1F shall only be available to employees hired before July 1, 2018.

ARTICLE VIII **LEAVES OF ABSENCE**

Section 8.1 - Sick Leave

Sick leave for full-time personnel shall be earned at the rate of one and one-quarter working days for each completed month of continuous full-time service. On initial employment, new full-time employees shall acquire three (3) sick leave days during the probationary period for new employees and shall thereafter accrue the remaining sick leave days at the conclusion of the probationary period as set forth above. On initial employment new part-time employees shall acquire two (2) sick leave days during the probationary period for new employees and shall thereafter accrue the remaining sick leave days at the conclusion of the probationary period as set forth above. In emergency situations, all new employees in the bargaining unit in their probationary period may request approval from the Superintendent or his/her designee to use sick leave days not yet accrued due to their probationary status. The unused days of each year shall be cumulative to a maximum of one hundred and twenty (120) days. A doctor's certificate indicating the ability or inability of a person to perform his/her job can be required periodically by the Superintendent of Schools in the event abuse is suspected. Unused sick leave will be forfeited upon termination of or retirement from employment and will not be compensated.

Section 8.1.1

The Superintendent may require, at his/her discretion, a physician's certificate regarding the illness of an employee who has been out ill three (3) or more consecutive days or if abuse is suspected.

Section 8.1.2

Up to five (5) of an employee's sick leave days may be used for illness in the immediate family per year. For the purposes of this section, immediate family shall be defined as a custodian's spouse, child, stepchild, parent, grandparent, or any other person for whose care the staff member is primarily responsible.

Section 8.2 - Annual Military Training Leave

Employees shall be given military leave in accordance with applicable state and federal statutes and law.

Section 8.3 - Jury Duty

Any employee who is called for jury duty shall receive the necessary leave to fulfill this legal obligation. This leave shall not be deducted from sick leave or from personal days. If called,

the employee shall notify the Superintendent immediately. If the employee is not excused, the Board will pay the difference between the daily salary and the jury fee.

Section 8.4 - Personal Leave

For full-time employees, up to three (3) days per year may be granted, without salary reduction, in order for the bargaining unit member to meet the important personal obligations listed below:

- a. Religious requirements
- b. Birth of child by employee's spouse or child
- c. Marriage in the immediate family
- d. Urgent personal business which cannot be scheduled outside of regular school hours

For regular part-time employees with at least two (2) years of continuous service up to two (2) days absence each year (noncumulative) may be granted, without salary reduction, for the reasons listed above.

Personal business days should not be requested the day or consecutive days prior to or the day or consecutive days following any vacation or holiday, except in an emergency or a special circumstance approved by the Superintendent. The decision of the Superintendent with respect to the granting of such days is final. Request for leave must be made in writing to, and approved by, the Superintendent forty-eight (48) hours in advance except in extenuating circumstances. These days shall be noncumulative from year to year.

Personal days may be granted for circumstances other than those stated, upon approval of the Superintendent. Additionally, the Superintendent may waive the requirement of forty eight hours advance notice for requests for use of personal leave. The decisions of the Superintendent are final and without prejudice. This provision is not subject to the grievance procedure.

Section 8.5 - Extended Leave

Any time off without pay may be granted under extenuating circumstances subject to prior approval of the Board. Extended leaves of absence without pay may be granted by the Board upon recommendation of the Superintendent of Schools.

Section 8.6 - Family and Medical Leave

Eligibility: Employees who have worked for the Board of Education for at least twelve (12) months and who have worked at least 1,250 hours in the 12 months preceding commencement of the requested leave may submit a written request to the Board of Education seeking up to twelve (12) weeks of unpaid leave during any rolling twelve-month period in accordance with

the federal Family and Medical leave Act ("FMLA"), 29 U.S.C. section 1601, *et seq.* If the requested leave is granted by the Board, any accumulated paid leave must be exhausted first in situations where the leave being taken by the employee is covered by FMLA, and said 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 leave under this provision will not continue to accumulate sick leave, however, the continuity of employment shall be preserved for purposes of seniority.

Section 8.7 - Bereavement Leave

A total of five (5) days leave, with pay, shall be allowed per occurrence of the death of an employee's spouse, child, parent, or relative residing in an employee's household.

A total of two (2) days with pay, shall be allowed per occurrence for the death of an employee's brother, sister, grandfather, grandmother, father-in-law, mother-in-law, brother-in-law, sister-in-law, aunt or uncle.

The Superintendent may, in his/her discretion, grant bereavement leave for the deaths of individuals other than those listed above. The Superintendent's exercise of his/her discretion in this matter shall not be subject to the grievance procedure.

ARTICLE IX **MANAGEMENT RIGHTS**

Section 9.1

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 of the rights, powers and authority heretofore had by it and except where such right, power, and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, shall have the sole and absolute right, responsibility, and prerogative of management of the affairs of the school system and direction of the working force, including, but not limited to:

- a. Establishing or continuing policies, practices, and procedures for the conduct of Board business and, from time to time, to changing or abolishing such policies, practices, and procedures;
- b. Limiting, curtailing, or discontinuing processes or operations or to discontinuing their performance by employees;
- c. Selecting and determining the number and types of employees required to perform the school's operation;

- d. Employing, transferring, promoting, or demoting employees, or to layoff, terminate, furlough, or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interest of the school system;
- e. Prescribing and enforcing reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the operation of the public school system, provided such rules and regulations are made known in a reasonable manner to the employees affected by them;
- f. Establishing and changing performance and quality standards and to implement appropriate instruments to evaluate performance and quality;
- g. Creating and revising job descriptions as deemed necessary;
- h. Ensuring the incidental duties connected with the department operations, whether enumerated in job descriptions or not, shall be performed by employees;
- i. Revising work schedules and work shifts to more efficiently and/or economically provide services to the students, staff, and public; and
- j. The Board retains the right to subcontract work which is performed by bargaining unit employees, subject to the following:
 - 1. The long term costs, where applicable, and the short term costs must be significantly less expensive to subcontract the work than to have such work performed by equivalent bargaining unit forces;
 - 2. The subcontract of bargaining unit work shall not result in the layoff of bargaining unit employees or a reduction of an employee's regular work hours or rates of pay;
 - 3. Subcontracting shall not be used for the purpose or intent of reducing the bargaining unit, undermining the Union, or discriminating against bargaining unit employees;
 - 4. The Board shall provide a minimum of sixty (60) days written notice to the Union of its intention to subcontract bargaining unit work along with all pertinent information and specifications regarding the work that is to be subcontracted.
 - 5. The Board and the Union shall meet and negotiate over the impact of the work to be subcontracted.

Section 9.2

The above right, responsibilities and prerogatives are inherent in the Board by virtue of statutory provisions, and are not subject to review or determination in any grievance or arbitration procedures.

Section 9.3

Notwithstanding Section 9.1, it is understood by the parties that the rights of each shall be exercised in a manner not contrary to the rights of the other guaranteed by the Municipal Employees Relations Act.

ARTICLE X **HEALTH INSURANCE BENEFITS**

Section 10.1

The Board shall offer individual, two-person or family health and dental insurance coverage to employees under one of the two health insurance options set forth in the attached Appendix A. The Base Plan (High Deductible Health Plan with a Health Savings Account (HDHP/HSA)) and the Buy Down Plan (PPO Plan) are both subject to the cost sharing arrangements described below.

The premium cost share for employees for both plans shall be as follows:

2018-19:	19%
2019-20:	20%
2020-21:	21%

For employees who select the HDHP/HSA plan, the Board shall contribute 50% of the deductible to the employee's HSA on July 1, 2018, the Board shall contribute 45% of the deductible to the employee's HSA on July 1, 2019 and July 1, 2020. The parties acknowledge that the Board's contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather related to the manner in which the deductible shall be funded for actively employed employees.

The Board's contribution toward the HSA deductible will be fully funded on day one, and the employee's contribution will be deposited into the HSA accounts throughout the course of the year, on the Board's payroll dates.

Each employee shall have the option to enroll in the following dental plan for the employee and employee's eligible dependents: Blue Cross/Blue Shield Flexible Dental Benefits with \$50 per member per benefit period and \$150 family deductible with applicable coinsurance and

maximums for individuals and family members. Each employee shall contribute to the cost of his/her dental insurance based on the premium cost-sharing formula outlined above for the PPO Plan.

The above description of the Plan is a summary of Plan benefits. A copy of the actual policies are on file in the Superintendent's Office.

- B. The Board will arrange to provide group life insurance for each full time bargaining unit member in the amount of \$50,000 for each member, with accidental death and dismemberment benefits. The Board shall pay the same percentage of the premium as it pays for the health insurance plan. The remainder shall be paid by the bargaining unit member.
- C. The Board will provide Long Term Disability Income insurance for each employee. The Board shall pay the same percentage of the premium as it pays for the health insurance plan. The remainder shall be paid by the bargaining unit member.
- D. The Board of Education reserves the right to self-insure in whole or in part and/or to change insurance administrators/carriers/plans with respect to any insurance benefit provided pursuant to this Article X, so long as the proposed change results in coverage which is comparable when considered as a whole to the benefits in effect immediately prior to the change. The Board shall provide the Union with a copy of any proposed change prior to the changes taking effect.
- E. Excise Tax Language

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 Internal Revenue Code Section 4980I, 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).

ARTICLE XI

RETIREMENT PLAN

The parties hereby acknowledge the existence of the Town of New Hartford Pension Plan and the fact that bargaining unit employees are participants in this. Any amendments to the New Hartford Pension Plan shall be bargained by the Town, unless such power is expressly delegated to the Board.

1. The following provisions will apply to employees hired before July 1, 2012: Any employee hired before July 1, 2012 shall have the option to participate in the Town's municipal Defined Benefit Pension Plan and shall adhere to all the terms and conditions contained within that plan.

2. The following provisions will apply to employees hired after July 1, 2012: Any employee hired after July 1, 2012 shall not have the option to participate in the Town's municipal Defined Benefit Pension Plan. These new employees (hired after July 1, 2012) shall be provided an IRS Section 401 (A) Defined Contribution Plan with a five percent (5%) contribution by the Town that will vest in five (5) years from the beginning of employment, and a one percent (1%) minimum contribution by the employee with immediate vesting. The details of this plan are set forth in Exhibit B attached hereto.

Any current employee (as of June 30, 2012) may elect to terminate his/her participation in the pension plan mentioned above in Section 1 and participate in the IRS Section 401(a) Defined Contribution Plan. Any such election shall be irrevocable.

All eligible employees shall be permitted to participate in a tax sheltered annuity plan established pursuant to the United States Public Law 87-370. The Superintendent and the bargaining unit shall mutually devise a method for selecting one (1) designated Tax Sheltered Annuity group.

ARTICLE XII

BULLETIN BOARD

The Board shall permit the use of a bulletin board in each school building by the Union for posting of notices concerning local Union business.

ARTICLE XIII
WAGES

Section 13.1

WAGE SCHEDULE

2018-19: The wages in effect for 2017-18 shall be increased by 2.0%.
2019-20: The wages in effect for 2018-19 shall be increased by 2.0%.
2020-21: The wages in effect for 2019-20 shall be increased by 2.0%.

Classification	<u>July 1, 2018</u>	<u>July 1, 2019</u>	<u>July 1, 2020</u>
Regular Part-Time Custodian	\$19.82	\$22.30	\$24.78
Full-time Custodian	\$25.28	\$25.79	\$26.31

All pay raises shall be paid on the dates as noted above.

Section 13.2

A stipend shall be paid annually to the following classification:

Lead Custodian	\$3,000 annually
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In addition to his/her regular duties, the Lead Custodian shall be responsible for the annual inventory of all equipment in each district building and to develop an annual maintenance schedule on large equipment in each district building.

Section 13.3

Employees hired as a Regular Part-Time Custodian or Full-time Custodian shall receive eighty-five percent (85%) of the respective Regular Part-Time Custodian or Full-time Custodian rate of pay shown on the above Wage Schedule; after completing one year in this position, the employee shall received ninety percent (90%) of the respective Regular Part-Time Custodian or Full-time Custodian rate of pay shown on the Wage Schedule above; after two (2) years in this position, the employee shall receive ninety-five percent (95%) of the respective Regular Part-Time Custodian or Full-time Custodian rate of pay shown on the Wage Schedule above; after three (3) years in this position, the employee shall receive one hundred percent (100%) of the respective Regular Part-Time Custodian or Full-time Custodian rate of pay shown on the Wage Schedule above. The superintendent may waive this provision in his/her sole discretion. This shall not be subject to grievance procedure.

Section 13.4

Longevity payments shall be made to all full-time employees on their employment anniversary:

After five (5) years	\$150 annually
After ten (10) years	\$300 annually

No employees hired after July 1, 2003 or part-time employees will be eligible for longevity.

Section 13.5

All employees shall be paid via electronic direct deposit into a designated bank account of the employee's choice. Such bank account number shall be provided to the Superintendent or her/his designee prior to the commencement of each school year. Employees will receive an electronic notification of the direct deposit each payroll period. An employee may receive a hard copy of each pay stub rather than receive electronic notification if the employee requests such an arrangement in writing to the Superintendent by July 1. The request to receive hard copy pay stubs must be renewed annually if the employee wishes to continue to receive hard copy pay stubs.

ARTICLE XIV **DISCIPLINARY PROCEDURE**

Section 14.1

No employee shall be disciplined, suspended without pay, or discharged without just cause.

Section 14.2

The Union President will be given copies of any disciplinary actions taken.

ARTICLE XV **GRIEVANCE PROCEDURE**

Section 15.1

The purpose of the grievance procedure shall be to settle employee grievances on as low an administrative level as possible.

Section 15.2

A grievance is defined as a complaint by an employee or the Union that there has been a violation, misinterpretation, or misapplication of a specific provision of this contract.

Section 15.3

No grievance may be filed after ten (10) working days of the event giving rise to it or after ten (10) working days after the employee and the Union knew or should have known of such event.

STEP ONE

An employee who has a grievance shall reduce the grievance to writing and submit it to the School Principal, within the time limit specified above, who shall review the issue. The School Principal shall meet with all the parties concerned within five (5) working days of his/her receipt of the grievance and his/her decision shall be submitted in writing to the aggrieved employee and his/her representative, within five (5) working days following the meeting.

STEP TWO

If the employee and his/her representative are not satisfied with the decision rendered by the School Principal, the Union may submit the grievance in writing to the Superintendent or his/her designee within ten (10) working days after the decision in Step One. The Superintendent or designee shall meet with all parties concerned within twenty (20) working days of his/her receipt of the grievance. The Superintendent or designee shall render a decision in writing to the employee and the Union within ten (10) working days of the meeting.

STEP THREE

If the employee and his/her representative are not satisfied with the decision rendered by the Superintendent or his designee, the Union may submit the grievance in writing to the Board of Education within ten (10) working days after the decision in Step Two. The Board of Education shall meet with all parties concerned within twenty (20) working days of its receipt of the grievance and the Board of Education shall render a decision in writing to the employee and Union within thirty (30) working days of the meeting.

STEP FOUR

If the employee and his/her representative are not satisfied with the decision rendered by the Board, within twenty (20) working days after the receipt of the Board's written decision, the

grievance may be submitted to arbitration. Either party may elect either of the following to hear the grievance:

- A. The Connecticut State Board of Mediation and Arbitration; or
- B. The American Arbitration Association. The party making the selection shall pay the costs associated with that selection.

The decision of the Arbitrator(s) shall be final and binding upon both parties.

As used in this Article, "days" are understood to be calendar days.

Section 15.4

Time extensions beyond those stipulated in this grievance procedure may be arrived at by mutual agreement, in writing, by the parties concerned.

Section 15.5

By mutual agreement, the parties may use the Connecticut State Board of Mediation and Arbitration for purposes of mediating the grievance prior to Step Four. A party requesting mediation shall notify the other party in writing ten (10) calendar days after receipt of the Board's decision at Step Three. If necessary, the grievance may be filed for arbitration twenty (20) working days after the mediation.

ARTICLE XVI **NO STRIKE - NO LOCKOUT**

The Board agrees that there will be no lockout of any employee or employees during the life of this Agreement. The Union and the individual employees covered hereunder expressly agree that there will be no strike or other concerted refusal to perform services during the life of this Agreement.

ARTICLE XVII **SAVINGS CLAUSE**

In the event that any provision of this contract is ultimately ruled invalid for any reason by an authority or established and competent legal jurisdiction, the balance and remainder of this contract shall remain in full force and effect.

ARTICLE XVIII
MISCELLANEOUS

Section 18.1

The Board shall provide each present bargaining unit employee and each new unit employee, when hired, with a copy of this Agreement.

Section 18.2

The parties understand that the use of pronouns shall include reference to both genders.

Section 18.3

The IRS mileage rate shall be paid to employees for all miles driven in their personal vehicle while on approved school business.

Section 18.4

A Health and Safety Committee comprised of two bargaining unit members, one Board of Education member, and one school administrator shall meet at least twice annually for the purpose of reviewing and recommending to the Superintendent any needed and/or warranted action to ensure the maintenance of a healthy and safe work environment.

ARTICLE XIX
DURATION

This Agreement shall be effective as of July 1, 2018, and shall remain in full force and effect through June 30, 2021. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in Accordance with the provisions of the Municipal Employer Relations Act ("MERA") of its desire to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) days following such notice. This Agreement shall remain in full force and effect during the period of negotiations.

IN WITNESS THEREOF, the parties have caused their names to be signed on this 17 day of July, 2018.



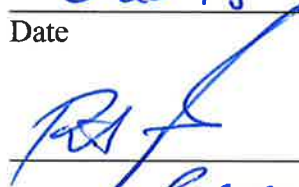
New Hartford Board of Education

Date 7/17/2018



John Pollutro, President
Local 1303-336 of Council #4
American Federation of State, County
and Municipal Employees, AFL-CIO

Date 6-20-18



Connecticut Council #4
AFSCME, AFL-CIO

APPENDIX A

Base Plan

A High Deductible Health Plan with a Health Savings Account (HDHP/HSA Plan)

	<u>In-Network</u>	<u>Out-of-Network</u>
Annual Deductible (Individual/Aggregate Family)	\$2000/4000	
Co-insurance	N/A	20% co-insurance after deductible, subject to co-insurance limits
Preventive Care	Deductible not applicable	20% co-insurance after deductible, subject to co-insurance limits
Prescription Drug Coverage	Treated as any other medical expense	20% co-insurance after deductible, subject to co-insurance limits
Co-insurance Maximum (Individual/Aggregate Family)	\$4000/8000	
Cost Share Maximum (Individual/Aggregate Family)	\$4000/8000	
Lifetime Maximum	Unlimited	Unlimited

Buy Down Plan PPO Plan

\$30 copay for home and office

\$500 copay per in-patient hospitalization

\$500 copay for out-patient surgery

Prescription Drug Benefit with full managed commercial edits and a \$10/\$20/\$30 formulary (generic/listed brand name/non-listed brand name) with unlimited maximum. The retail prescription is a 30 day supply and the mail order is a 90 day supply for 2 copays.

