

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
SOUTHINGTON BOARD OF EDUCATION
AND
SOUTHINGTON CUSTODIAL AND MAINTENANCE EMPLOYEES
LOCAL 1303 OF COUNCIL #4
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES,
AFL-CIO

JULY 1, 2017 - JUNE 30, 2021

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**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
SOUTHINGTON BOARD OF EDUCATION
AND
SOUTHINGTON CUSTODIAL EMPLOYEES, MAINTENANCE EMPLOYEES AND
SECURITY ATTENDANTS, LOCAL 1303 OF COUNCIL #4
AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO**

This agreement is entered into by and between the Southington Board of Education, hereinafter referred to as the "Board" and Local 1303 of Council #4, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union."

**ARTICLE I
RECOGNITION**

Section 1.0

The Board recognizes the Union as the sole and exclusive bargaining agent for the purposes of collective bargaining on all matters of wages, hours of employment, and all other conditions of employment, within the meaning of Section 7-471(3) of the Municipal Employee Relations Act for all full-time Custodial employees, Maintenance employees and Security Attendants working twenty (20) or more hours per week, excluding the Maintenance Working Foreman and the Supervisor of Buildings and Grounds.

**ARTICLE II
UNION SECURITY**

Section 2.0

Neither the Board nor the Union will engage in any practice that discriminates against any employee in regard to hiring or tenure of employment or any terms or conditions of employment, which will encourage or discourage membership in any employee organization.

Section 2.1

All employees in the bargaining unit shall either become members of the Union, or pay a service fee to cover the cost of collective bargaining and contract and grievance administration as a condition of employment.

Section 2.2

All new employees in the bargaining unit shall, within sixty (60) work days of the date of employment, either become a member of the Union or pay a service fee to cover the cost of collective bargaining and contract and grievance administration as a condition of employment.

Section 2.3

The Board will within fifteen (15) working days after receipt of notice from the Union, discharge any employee who is not a member in good standing in the Union or does not pay to the Union a fee as established by the Union as required by the preceding paragraphs.

ARTICLE III

PAYROLL DEDUCTIONS

Section 3.0

The Board agrees to deduct from the pay of all its employees, who authorize such deductions from their wages, such membership dues, service fees or initiation fees as specified by the Union. Deductions will be made each pay period once authorization is given by the Union to the Payroll Department. Such deductions shall continue for the duration of this agreement or any extension thereof.

Section 3.1

The deductions as provided in Section 3.0 shall be remitted to the Council #4 Office of the Union within fifteen (15) days, accompanied by a list of names of employees whose wages, dues or service fee deductions have been made.

Section 3.2

The Union shall indemnify and save the Board harmless, including the payment of the Board's reasonable attorney's fees, from any and all claims, demands, legal actions or judgments arising out of the implementation of the provisions of this Article or Article II. Failure to indemnify or save the board harmless will void these Articles.

ARTICLE IV
SENIORITY, LAYOFF AND RECALL

Section 4.0

- A. Seniority shall be defined as an employee's continuous service with the Board of Education since his/her last date of hire as a bargaining unit member. Seniority shall not accrue during unpaid leaves of absence of greater than one month's duration, but service rendered prior to a leave shall be retained.
- B. The Board shall prepare a seniority list of all employees covered by this Agreement showing their seniority as of June 30 of each year. Said seniority lists shall be delivered to the Union Presidents by September 1 of each year.

Section 4.1

All new employees shall serve a probationary period of ninety (90) workdays. During this period the new employee shall be subject to all clauses of this Agreement, with the exception that he/she may be terminated without recourse to the grievance procedure.

Section 4.2

Two (2) separate seniority lists shall be established as follows for purposes of layoff, promotion and vacation selection, as follows:

- A. Custodial
- B. Maintenance and Security Attendants

For the purposes of the bumping procedures set forth in Section 4.4, employees may bump only within the applicable category from the two categories set forth above. Employees shall not have the right to bump from one category to another.

Section 4.3

An employee scheduled for layoff shall be given no less than two (2) weeks' notice or the equivalent in wages.

Section 4.4

Layoffs shall take place as follows:

1. Custodial Employees

- a. No employee on the payroll as of July 1, 1982 shall be laid off.

- b. An employee with the least seniority within the affected classification shall be laid off first;
- c. An employee scheduled for layoff under (b) shall be allowed to bump the least senior employee in a lower classification (as set forth in Appendix A), starting with the next lower job classification and if necessary, moving downward within the classification structure in order, provided that the bumping employee has greater seniority than the employee who he/she bumps, etc.

2. Maintenance Employees and Security Attendants

- a. An employee with the least seniority within the affected classification shall be laid off first.
 - b. An employee scheduled for layoff under (a) shall be allowed to bump the least senior employee in a lower classification (as set forth in Appendix B), starting with the next lower job classification and if necessary, moving downward within the classification structure in order, provided that the bumping employee has greater seniority than the employee who he/she bumps.
3. In order to bump into a lower classification in accordance with Section 4.4, an employee must satisfy the minimum requirements for the lower classification at the time the bump becomes effective. Upon bumping into a lower classification, there shall be a period of thirty (30) work days during which the employee must demonstrate proficiency in the position. If the employee does not demonstrate proficiency within that time period, then the employee shall be laid off.

Notwithstanding the above, any employee who has previously held a position in a lower classification shall automatically be considered to have satisfied the minimum requirements of such position, and shall not be subject to any probationary period.

Section 4.5

- A. Employees who have been laid off shall be on a recall list for a period of two (2) years from the date of layoff. The recall list shall apply only to positions within the classification in which the employee was formerly employed. No employee shall be recalled to a position of greater rank, compensation, or authority and no part-time employee will be recalled to a greater part-time or full-time position. No new employee shall be hired into any classification for which there exists a qualified former employee on an active recall list. Employees shall be recalled in reverse order of layoff within each of the five seniority lists. Any laid off employee working in a lesser classification/position doesn't forfeit recall rights for the remaining period of recall.
- Note: For the purposes of this agreement, this language does not apply to employees

who may have been reassigned to other work locations due to operational reasons (i.e. inadequate buildings or buildings under construction).

- B. The Superintendent must receive acceptance of recall within two (2) weeks after notification of recall is sent by Certified Mail Return Receipt Requested to the employee's last known address unless there are extenuating circumstances which prevent the employee from accepting recall within such period.
- C. Refusal to accept recall for any reason other than extenuating circumstances will cause such employee's name to be stricken from the recall list.
- D. No part-time employee(s) will be used while regular employees in the bargaining unit are on layoff.

ARTICLE V

VACANCIES, PROMOTIONS AND TRANSFERS

Section 5.0

The Board shall have the right to determine whether to fill any vacant position. The Board will notify the Union regarding the status of any vacant position within two (2) weeks of the position becoming vacant. All job vacancies shall be posted for a period of seven (7) working days prior to any action to fill any job opening. Job postings will include the anticipated hours of the position, with the understanding that the specific hours for the position may change.

Job openings shall be filled based upon qualifications of all applicants. Best qualified applicants shall be appointed in accordance with the job description. Where qualifications are equal, seniority shall be the deciding factor. The decision of the superintendent or his designee regarding the best qualified applicant shall not be capricious or unreasonable. Should the Union on behalf of any affected employee believe that an employee was not awarded the job in accordance with this section, the Union may file a grievance in accordance with the grievance procedure.

Section 5.1

For the purposes of this Article, "vacancy" shall mean positions, which are open as a result of death, retirement, discharge, resignation, promotion, or the creation of a new position.

Section 5.2

Copies of the job posting shall be sent to each school, for the office and for the kitchen. The name of the person appointed shall be sent to the Union President at the time of appointment.

Section 5.3

An employee promoted to a higher classification shall be placed at his/her current step in the higher classification pay schedule.

If an employee is promoted to a higher classification and is unable to perform the duties of that classification within a sixty (60) work day probationary period, he/she shall be returned to his/her former classification at the same step.

The vacancy created by the promotion may be filled by the Board on a temporary basis for sixty (60) work days. It must then be posted in accordance with Article V, Section 5.0.

Section 5.4

When a reduction in the work force or other bona fide circumstance requires the transfer of employees, the Board shall first seek volunteers when possible. In the absence of volunteers, the Board shall transfer within the affected classification by inverse order of seniority.

The Board shall not make involuntary transfers without first discussing its intent and reasons with the Union President.

ARTICLE VI **HOURS OF WORK AND OVERTIME**

Section 6.0 – Custodians and Maintenance

A regular workday shall be a normal eight (8) hour shift and a workweek shall be forty (40) hours. Employees on the night shift will work an eight (8) hour schedule, which includes a thirty (30) minute meal break.

Section 6.1 – Security Attendants

A regular workday shall be seven and one-quarter (7¼) hours and a workweek shall be thirty-six and one-quarter (36¼) hours. Notwithstanding the foregoing, a regular workday for the evening security attendant shall be seven (7) hours and a workweek shall be thirty-five (35) hours.

Section 6.2

Employees shall be paid at time and one-half for all time worked beyond eight (8) hours in any work day and forty (40) hours in any one (1) work week, including sick leave time.

Employees whose normal work week is less than forty (40) hours will be paid at their regular hourly rate for all hours worked beyond their normal work week up to forty (40) hours per week.

Section 6.3 – Custodians and Maintenance

Double time shall be paid for Sunday and Holiday work beyond forty (40) hours, including sick leave time for custodial and maintenance employees.

Section 6.4

- A. Monday through Friday shall constitute a normal workweek. However, it is conceivable that the operation of the schools may require a workweek to begin on a day other than a Monday. Any assignment with a work schedule that includes a Saturday or Sunday as a regular workday will be paid on the basis of the regular salary schedule.
- B. When a position is filled, the Board shall have the right to designate the employee's work week as a Monday through Friday workweek, or as a workweek including Saturday and/or Sunday, as set forth above in Section A (and such information will be included in the job posting). Once a position is filled by an employee, the days in the employee's work week shall not be changed except by agreement of the Board, the Union and the employee.
- C. Maintenance personnel will not serve as substitute custodians unless the Assistant Superintendent or designee feels the situation at a school is extreme.
- D. When required, custodial overtime shall be offered on an equalized rotation basis. The head custodian shall be the first employee offered the overtime. The remaining members of the remaining custodial staff at the affected school shall be offered the overtime by seniority for the first time.

Employees electing not to work shall be charged the same number of hours as the employee who worked. The rotation for overtime shall be based on the number of hours worked.

If the custodians in the affected school are not available, the overtime shall be offered on a rotation basis, to the custodial employees in other schools who have indicated the willingness to accept overtime assignments. The employer will contact the Union President or designee in a timely manner once the need for the overtime work is established.

If the overtime solicitation process described in the paragraph above is exhausted and the Board does not have a sufficient number of custodial bargaining unit members to work the assignment, the Board may use non-bargaining unit personnel to the extent necessary to cover the assignment.

Section 6.5 – Security Attendants

On unplanned early dismissal days due to inclement weather, or other emergencies, day shift security attendants will be allowed to leave one (1) hour after the dismissal of students, without loss of pay. The Superintendent may require employees to stay longer in case of an emergency situation.”

ARTICLE VII CALL-IN PAY

Section 7.0

With the authorization of the Superintendent or the Assistant Superintendent, or their designee, any employee called back to work after his regular working day shall be paid no less than a minimum of two (2) hours pay at time and one-half (1-1/2). If the call back is between the hours of midnight and 5:00 A.M., the employee will receive a minimum of four (4) hours pay at time and one-half (1-1/2).

ARTICLE VIII INSURANCE AND PENSION

Section 8.0

- A. The Board shall provide the following insurance coverage (Section 8.1 below), for all full time employees*. Other carriers may be substituted provided the benefits are equivalent as provided through the current Board self-insurance plan.
- B. Employees shall pay the following percentages toward the costs for health insurance, dental insurance and life insurance as set forth in this article, for the 2017-18 and 2018-19 contract years:

| | |
|-----------------------------------|--------|
| Retroactive to July 1, 2017 (PPO) | 16.5 % |
| Effective September 1, 2018 (HSA) | 13.5 % |

- C. If an employee and the employee’s enrolled spouse and dependents (if applicable) each complete one preventive physical examination during calendar year 2018, the employee will pay the discounted premium contribution set forth below for the costs of health insurance, dental insurance and life insurance as set forth in this article, effective July 1, 2019 and July 1, 2020, respectively.

If an employee and the employee's enrolled spouse and dependents (if applicable) do not each complete one preventive physical examination during calendar year 2018, the employee will pay the non-discounted premium contribution set forth below for the costs of such insurance coverage, effective July 1, 2019 and effective July 1, 2020. For any employee who was not eligible for the discounted premium contribution effective July 1, 2019, if the employee and the employee's enrolled spouse and dependents (if applicable) each complete one preventive physical examination during calendar year 2019, the employee will pay the discounted premium contribution set forth below for the costs of health insurance, dental insurance and life insurance as set forth in this article, effective July 1, 2020.

| | Discounted Contribution | Non-discounted Contribution |
|------------------------|-------------------------|-----------------------------|
| Effective July 1, 2019 | 14.5% | 17.5% |
| Effective July 1, 2020 | 15.5% | 18.5% |

Any employee hired between January 1, 2018 and December 31, 2018 will pay the discounted premium contribution percentage for the 2019-20 contract year. Any employee hired between January 1, 2019 and December 31, 2019 will pay the discounted premium contribution percentage for the 2020-21 contract year.

Section 8.1

For the period through and including August 31, 2018, the Board will provide coverage through the following plan:

Standard Blue Cross/Blue Shield Health-Century Preferred Provider Plan and managed benefits with participating network as detailed in summary plan booklet for the Southington Board of Education for this group. The PPO plan will include the elements set forth in the grid attached as Appendix C. Some of the features of this plan are as follows:

1. In-Patient Hospital Care:
 - Psychiatric: Covered up to seventy (70) days per calendar year (140 partial).
 - Substance Abuse/Detox: Covered up to fifty-five (55) days per calendar year (110 partial).
 - Rehabilitative: Covered up to seventy (70) days per calendar.
2. Emergency Care:
 - Ambulance covered to \$5,000 maximum per air ambulance trip.

Effective September 1, 2018, the Board shall provide health insurance coverage for all full time employees through a High Deductible/HSA plan ("HSA plan"). The HSA plan will include the following elements:

| | In-Network | Out-of-Network |
|---|----------------|-------------------------|
| Annual Deductible (Individual/Aggregate Family) (Note: preventive care not subject to deductible) | \$2000/4000 | |
| Co-insurance | N/A | 20% after deductible |
| Cost Share Maximum (Individual/Aggregate Family) | \$5,000/10,000 | |
| Lifetime Maximum | Unlimited | \$1,000,000 |

Following exhaustion of the applicable deductible, prescription drugs shall be subject to post-deductible co-payments of \$10/25/40.

The Board will fund fifty percent (50%) of the applicable HSA deductible amount. The Board's HSA contributions shall also be pro-rated for employees hired into the bargaining unit during the contract year, based on the number of months remaining in the contract year. For the 2018-19 contract year, the full amount of the Board's 50% contribution toward the deductible will be deposited into the HSA accounts in September 2018. For the remaining years of this Agreement, one-half of the Board's contribution toward the deductible will be deposited into the HSA accounts in September and the remaining one-half will be deposited into the HSA accounts in March.

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

A Health Reimbursement Account ("HRA") shall be made available for any employee who is precluded from participating in a Health Savings Account ("HSA") because the employee receives Medicare and/or veterans' benefits. The annual maximum reimbursement by the Board for employees participating in the HRA shall not exceed the dollar amount of the Board's annual HSA contribution for employees enrolled in the HSA.

A. Life and Disability Insurance:

1. For the period through June 30, 2018: Individual Employee Life Insurance of thirty thousand (\$30,000) dollars (group term). Effective July 1, 2018, Individual Employee Life Insurance of thirty-five thousand (\$35,000) dollars (group term).

2. The Board of Education will make long term disability coverage available to bargaining unit employees who wish to purchase the coverage at their own expense.
- B. Full service Blue Cross Dental Plan with Rider A for employee and dependents.
 - C. Employees covered by the Agreement who retire during the terms of this Agreement and receive pension benefits under the Connecticut Municipal Retirement Plan B may participate, at their own expense, in any existing health benefits in which they are participating at the time of their retirement, with the following stipulation: such participation is limited through age sixty-five (65) as provided by law.
 - D. Retirement: Connecticut Municipal Retirement Plan B, with a contribution as determined by the Connecticut Municipal Retirement Commission.
 - E. Notwithstanding the above, employees hired prior to July 1, 2018 may voluntarily elect to waive in writing all health insurance coverages outlined above, and in lieu thereof, shall receive an annual payment of One Thousand (\$1,000) Dollars. Employees hired on or after July 1, 2018 will not be eligible to receive the waiver payment. Payment to those employees waiving such coverage shall be made in one-lump sum payment during the month of December.

Where a change in an employee's status prompts the employee to resume Board-provided insurance coverage, the written waiver may, on written notice to the Board of Education, be revoked. Upon receipt of revocation of the waiver, insurance coverage shall be reinstated as soon as possible; subject, however, to any regulations or restrictions, including waiting periods, which may then be prescribed by the appropriate insurance carriers. Depending upon the effective date of such reinstated coverage, appropriate financial adjustments shall be between the employee and the Board to insure that the employee has been compensated, but not overcompensated, for any waiver elected under Section E above.

Notice of intention to waive insurance coverage must be sent to the Director of Business and Finance no later than June 15 of the school year. If the Business Office receives no notice of waiver, the employee will resume Board-provided insurance coverage.

- F. The Board shall maintain an Internal Revenue Code 125 Salary Reduction Agreement which is designed to permit exclusion from taxable income of the employee's share of health insurance premiums.
- G. Excise Tax: If the Board determines that the total cost of a group health plan offered under this contract may trigger an excise tax under Internal Revenue Code Section 4980I, or any other local, state or federal statute or regulation, during the term of this contract, the Board and the Association will, upon the request of the Board, engage in mid-term negotiations regarding the impact of such excise tax, in accordance with the Municipal Employee

Relations Act (MERA). Such midterm negotiations may include proposals designed to address the increased costs of insurance coverage including but not limited to, proposals designed to: modify the plan so as to reduce the cost of the plan below the excise tax thresholds and/or reduce the amount of any applicable excise tax, revise employee contributions to the costs of health insurance coverage, allocate the responsibility for increased costs associated with the imposition of the excise tax and/or address pre-tax processing of employee contributions into HSA accounts.

ARTICLE IX

WORK YEAR AND HOLIDAYS

Section 9.0

All fifty-two (52) week employees shall receive the following thirteen (13) paid holidays a year:

| | | |
|------------------|------------------------|------------------------|
| New Year's Day | Labor Day | Martin Luther King Day |
| Good Friday | Thanksgiving | Presidents' Day |
| Memorial Day | Day after Thanksgiving | Columbus Day |
| Independence Day | Christmas | Veterans' Day |
| Floater Holiday | | |

The floater holiday will be determined by the Superintendent of Schools and announced prior to June 1st to the bargaining unit president.

The above named holidays will be designated as the named paid holidays provided that they are proclaimed as such by the Governor and/or State statutes.

Section 9.1

Security attendants shall work no less than the equivalent student school year schedule and shall be paid at each day worked at their hourly rate plus an additional eleven (11) paid holidays, as follows:

| | | |
|----------------|------------------------|-----------------|
| New Year's Day | Thanksgiving | Presidents' Day |
| Good Friday | Day after Thanksgiving | Columbus Day |
| Memorial Day | Christmas | Veterans' Day |
| Labor Day | Martin Luther King Day | |

Security attendants may work additional days beyond those set forth above only when requested to do so by the Administration and agreed to by the employee.

Section 9.2

In the event that school is in session on any of the holidays set forth above, each employee will be entitled to a floating holiday in lieu of the holiday, to be scheduled by mutual agreement between the employee and the employee's supervisor.

Section 9.3

In the event that a holiday occurs during the paid vacation of any employee, he/she shall not be charged a vacation day the day of the paid holiday.

Section 9.4

If a holiday falls while an employee is on sick leave, he/she shall be paid for the holiday and no deduction shall be made for sick leave.

ARTICLE X **SICK LEAVE**

Section 10.0

Sick leave may be used for personal illness, doctor's appointments, injury or other incapacity or quarantine. Employees may use up to forty (40) hours of their accrued sick leave per year, on a non-cumulative basis, for the care of an employee's spouse, parents or children, and for such other purposes as provided by Public Act 11-52.

Section 10.1 - Fifty-two (52) Week Employees

Fifty-two (52) week employees will be entitled to fifteen (15) paid sick leave days each school year. Unused sick leave days may accumulate from year to year up to a maximum of one hundred fifty (150) days.

Section 10.2 - Full-time Employees Working Less Than Fifty-two (52) Weeks

All full-time employees who work less than fifty-two (52) weeks will be entitled to twelve (12) paid sick leave days each school year. Unused sick leave days may accumulate from year to year up to a maximum of one hundred twenty (120) days.

Section 10.3

In the event that an employee uses all his/her sick leave time, he/she shall not be paid for that day.

Section 10.4

Upon retirement or death, employees or their estates shall be paid for accumulated unused sick leave days up to a maximum of twenty-five (25%) percent of such accumulated unused sick leave at their daily rate of pay at the time of their retirement or death.

Section 10.5

All employees absent because of an illness due to a childhood communicable disease that is definitely traceable to contact made in school, will not have the absence charged against the employee's sick leave.

Section 10.6

Each employee's sick leave accrual will be reflected in the Employee Portal.

ARTICLE XI **LEAVE OF ABSENCE**

Section 11.0

Up to a maximum of three (3) days leave of absence in any one (1) year with pay for any of the following stipulations, will be granted subject to application by the employee, in writing to the Human Resource Office through the immediate supervisor no later than five (5) school days before the requested absence (except in the case of emergencies) and written approval from the Human Resource Office.

1. Illness in the immediate family. Immediate family is defined as including a parent, husband or wife, a son or daughter, a brother or sister.
2. In the case of an emergency illness in the immediate family as defined in paragraph 1 above for the purpose of making arrangements for necessary medical and nursing care.
3. For attendance at graduation ceremonies (high school, college or military) of self, spouse, son or daughter.
4. For attendance at the funeral services of a person whose relationship to the employee warrants such attendance.
5. For participation in wedding ceremonies.
6. For birth of a child to spouse or time necessary to complete adoption procedures.

7. Moving one's domicile.
8. For legal affairs which cannot be handled normally outside school hours.
9. For warranted travel time for leaves under this Article.
10. For personal or emergency matters which cannot be handled normally outside school hours.

Section 11.1

Days for performance of mandatory religious obligations will be granted as personal days with pay when they occur on scheduled school days.

Section 11.2

Up to a maximum of three (3) days, including the day of the funeral, will be granted, with pay, for each occurrence of death of a parent, spouse, child, brother, sister, grandchild, mother-in-law or father-in-law.

Section 11.3

Up to a maximum of two (2) days including the day of the funeral, will be granted, with pay, for each occurrence of death of a grandparent, brother-in-law, sister-in-law, aunt or uncle.

Section 11.4

Personnel covered by this Agreement who are called to jury duty shall be granted the difference between jury duty pay and their regular salary and such jury duty pay is not to be chargeable against allotted sick leave or leave of absence.

Section 11.5

Court appearance when subpoenaed as a witness, or when requested to appear by the Board of Education as a witness in a case connected with the employee's employment, will not be chargeable against allotted sick leave or leave of absence.

Section 11.6

Four (4) members of the bargaining unit covered by this Agreement shall be allowed such time as required for negotiations, without loss of pay for negotiation sessions scheduled during the employee's normal work day.

Section 11.7

- A. In the event that an employee receives Workers' Compensation, the difference between his/her regular pay and such compensation shall be paid by the Board for a period of up to eighteen (18) months from the date of injury.
- B. Any employee who is on military duty shall receive full pay, minus military pay, while on such duty. This section shall not apply in the event an employee is called by the draft or enlists for an extended period.
- C. Four (4) Union officers shall be entitled to five (5) days annually at their own expense, without pay, to attend Union conventions or other affairs of the Union, as the Union may designate. The Union shall notify the Board of who will attend one (1) week before the event.

Section 11.8

An unpaid leave of absence of up to one (1) year for medical, educational (to become a full-time student) childrearing or adoption, or emergency reasons may be granted to a full time employee pending recommendations by the Superintendent and approval by the Board of Education. Seniority shall not accrue while the employee is on said unpaid leave but shall be bridged upon returning to a paid status. Insurance benefits will continue during said leave providing the employee pays the monthly group rate cost. Upon completion of said leave, the employee shall be returned to his/her former position or its equivalent, unless the employee is laid off in accordance with Article IV, Seniority, Layoff and Recall. The employee's replacement during the leave of absence will be employed on a temporary basis.

Section 11.9

An employee who becomes sick or disabled due to pregnancy or childbirth shall be entitled to leave in accordance with applicable State and federal statutes.

ARTICLE XII

WAGES

Section 12.0

All wage rates effective during the term of this Agreement shall be reduced to writing by classification and attached to the Agreement as:

Appendix A - Custodians

Appendix B - Maintenance and Security Attendants

Section 12.1

Each employee will advance to the next incremental step on July 1st of each year. Notwithstanding the foregoing, there shall be no step advancements during the July 1, 2018 through June 30, 2019 contract year. New Hires must complete the sixty (60) work day probationary period on or prior to July 1st in order to advance to the next incremental step.

Section 12.2

Any employee working in a higher classification for a minimum of three (3) consecutive days shall be paid his/her appropriate step on the salary schedule for that higher classification, retroactive from the first day of his/her work in that classification. An employee shall be considered working in a higher classification only when he/she is asked to substitute for the higher classified employee who is absent from work.

Section 12.3

Employees working on a one hundred eighty (180) day or one hundred eighty-one (181) day schedule shall be allowed to receive their wages in either twenty-two (22) equal payments or twenty-two (22) payments including a balloon option. Fifty-two (52) week per year employees will be paid on a bi-weekly basis. All employees shall be paid by direct deposit.

Section 12.4

Each full time employee working twenty (20) hours or more per week shall receive an annual lump sum longevity payment on his/her anniversary date according to the following schedule:

| | |
|--|-------|
| Nine (9) through fourteen (14) years | \$100 |
| Fifteen (15) through eighteen (18) years | \$200 |
| Nineteen (19) years and thereafter | \$250 |

ARTICLE XIII

VACATIONS

Section 13.0 - Fifty-two (52) Week Employees

- A. Employees who have worked less than one (1) year prior to July 1st shall be entitled to a vacation, with pay, of one (1) day for each month of service, not to exceed a total of eight (8) days.
- B. Employees who have completed one (1) year of continuous service prior to July 1st of any year, shall be entitled to a two (2) week vacation with pay.

- C. Employees who have completed five (5) years of continuous service prior to July 1st of any year, shall be entitled to a three (3) week vacation with pay.
- D. Employees who have completed fifteen (15) years of continuous service prior to July 1st of any year, shall be entitled to a four (4) week vacation with pay.
- E. In the event of conflicting vacation dates, seniority shall be the determining factor, providing the notice of dates in conflict shall have been within a reasonable period. Vacation schedules to be approved by immediate administrative supervisor.
- F. In the event of the death of any employee, his/her estate shall receive pay for all of the vacation he/she may have had accumulated.
- G. In the event an employee retires or is laid off, all of his/her accrued vacation pay shall be given to him/her.
- H. If, upon the request of the Board, an employee works during his/her vacation period, he/she shall be compensated his/her regular pay in addition to the employee's entitled vacation pay.
- I. Any employee bedridden because of an injury or illness prior to a scheduled vacation period, may reschedule his/her vacation period. A request for rescheduling a vacation because of personal illness or injury will be accompanied by a doctor's certificate stating the illness and the period of confinement.
- J. An employee who terminates his/her employment in good standing shall be paid his/her accumulated vacation on a pro-rata basis.

Section 13.1

Vacations shall be scheduled so as to meet the operating requirements of the school system and the preference of the employee. In order to maintain the operating efficiency of any department or office, conflicts in requested vacation dates will be resolved according to seniority. Vacation requests will be filed with the Human Resource Manager prior to April 30. Vacations will be approved by the building principal and/or immediate supervisor and must be taken between July 1st and June 30th of the subsequent year.

ARTICLE XIV

GRIEVANCE PROCEDURE

Section 14.0

For the purpose of this Agreement, the term grievance means any dispute between the Board and the Union or between the Board and the employees concerning the effect, interpretation, application, claim of breach or violation of the terms of this Agreement.

A grievance shall be waived if the employee does not file a written grievance within thirty (30) working days after the employee knew, or should have known, of the act or condition upon which the grievance is based.

Any such grievance shall be settled in accordance with the following grievance procedure:

Section 14.1

Level One - Principal or Immediate Supervisor

An employee with a grievance or dispute shall submit the grievance in writing to his/her immediate supervisor or principal.

Section 14.2

Level Two - Director of Business and Finance

1. In the event that such aggrieved person is not satisfied with the disposition of the grievance at Level One, or in the event that no decision has been rendered within five (5) working days after presentation of the grievance, the written grievance may be filed with the Director of Business and Finance or his/her designee.
2. The Director of Business and Finance or designee shall represent the administration at this level of the grievance procedure. Within ten (10) working days after receipt of the written grievance by the Director of Business and Finance, he/she shall meet with the aggrieved person and his/her representative in an effort to reach a solution. The Director of Business and Finance shall render his/her written decision within fifteen (15) working days.

Section 14.3

Level Three - Board of Education

If the aggrieved member is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within fifteen (15) working days after he/she first met with the

Director of Business and Finance or his/her designee, he/she may file the written grievance with the Board. Within fifteen (15) working days after receiving the written grievance, the Board or a committee of the Board shall meet with the aggrieved member for the purpose of resolving the grievance. The Board or committee of the Board, as applicable, shall render a decision within ten (10) working days of the meeting. If the Board or committee of the Board does not respond at that time, the union may proceed to the next level of the procedure.

Section 14.4

Level Four - Arbitration

1. If the union is not satisfied with the decision of the Board at Level Three, an intention to submit the grievance to arbitration must be submitted to the Board within ten (10) days after the decision has been rendered.
2. The Board shall have the option to select either the Connecticut State Board of Mediation and Arbitration or the American Arbitration Association to hear the grievance. If the Board wishes to select the American Arbitration Association 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 Arbitration Association 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 of Schools or his/her designee.
3. The parties shall share the arbitration filing fee equally. In the event that a grievance is processed to arbitration through the American Arbitration Association, the Board shall pay the filing fees and the arbitrator's per diem fees.
4. The arbitrator so selected shall confer with representatives of the Board and the Union and hold hearings promptly and shall issue his/her decision in accordance with the rules of the American Arbitration Association or State Board of Mediation and Arbitration, as applicable. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.

Section 14.5

Nothing herein shall be construed as prohibiting an aggrieved party from handling his/her own grievance up through Level Three of the grievance procedure if he/she so desires, but no Agreement shall be made that is contrary to any of the terms of this Agreement.

Section 14.6

If a grievance affects all or part of the bargaining unit, the Union shall submit such grievance in writing to the Director of Business and Finance directly, and the processing of such grievances shall be commenced at Level Two.

Section 14.7

Decisions rendered at Levels One, Two and Three of the grievance procedure shall be in writing, setting forth the decision and the reasons thereof, and shall promptly be transmitted to all parties in interest and to the Union President.

Section 14.8

All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

Section 14.9

Forms for filing grievances shall be prepared by the Union and the Board.

Section 14.10

Extensions of time at Levels One, Two, Three and Four may, by mutual consent, be granted upon request by either the Board or the Union.

ARTICLE XV **DISCIPLINE AND DISCHARGE**

Section 15.0

- A. The discipline or discharge of any employee will be for cause only. A verbal, then a written warning shall be given to the employee prior to more severe disciplinary action or discharge except in cases of serious misconduct.
- B. Any employee to be disciplined or discharged shall be told prior to such action and allowed ample time to request the presence of a Union representative.

- C. Any disciplinary action taken against the employee that results in the loss of income shall be reduced to writing at the discretion of management of which a copy shall be given to the employee and the Union President. It is understood that the Board and the Union must maintain the confidentiality of the employee subject to the Freedom of Information Act.

ARTICLE XVI **MISCELLANEOUS**

Section 16.0

The Board shall provide the Council #4 representative with three (3) original signed copies of the Agreement at the time of signing.

Section 16.1

The representative of the Union shall have access to the premises of the Board during working hours to discuss issues that may arise.

Section 16.2

Throughout the Agreement where references are made to male and female gender, it will also apply to both.

Section 16.3

Employees desiring to review their personnel file will be permitted to do so, upon one (1) day notification.

Section 16.4

Employees shall be reimbursed at the applicable I.R.S. mileage rate for all authorized travel required in the course of the employee's duties as authorized by the immediate supervisor. Reimbursement will be based on approved "Travel Reimbursement Forms" submitted on a monthly basis.

Section 16.5

Under normal circumstances, employees who are going to retire will give the Board thirty (30) days notice.

Section 16.6

Prior to the start of the 2018-19 school year (and upon hire for new employees), the Board will provide security attendants with five (5) long-sleeve shirts and five (5) short-sleeve shirts. Every two (2) years, the Board will provide up to a total of four (4) replacement shirts (which will be a combination of long-sleeve shirts and short-sleeve shirts as requested by the employee).

ARTICLE XVII SCOPE OF THE AGREEMENT

Section 17.0

It is understood that all employees covered by this Agreement shall continue to serve under the direction of the Superintendent of Schools, in accordance with the Board of Education Policies and Administrative rules and regulations, provided that the provisions of this Agreement shall supersede and prevail over any conflicting provision.

ARTICLE XVIII SAVINGS CLAUSE

Section 18.0

In the event that any of the provisions of the Agreement are ruled invalid by an authority of established legal jurisdiction, the balance and remainder of the Agreement shall remain in full force and effect.

ARTICLE XIX MANAGEMENT RIGHTS

Section 19.0

- A. Subject to the provisions of this Agreement, the Board reserves and retains all rights, authority and discretion, in the proper discharge of its duties and responsibilities, to control, supervise and manage the schools and its staff. Subject to the provisions of this Agreement the Board has and will continue to retain, whether exercised or not the sole and unquestioned right, responsibility and prerogative, not subject to review, to direct the operation of the school system in all its aspects, including but not limited to the following: to determine educational policy and maintain such educational activities as in its judgment will best serve the interests of the students; to decide the need for Board facilities; to determine the care, maintenance and operation of buildings, lands and other property used

for Board purposes; to determine the equipment to be used; to prepare budgets and, in its sole discretion, expend monies appropriated by the legislature or derived from other sources for the operation of the schools; and to establish, change and enforce reasonable rules, regulations and policies concerning, among other things, conditions of employment not in conflict with this Agreement.

- B. Such rights and powers shall not be used to circumvent or supersede this Agreement. It is recognized by the parties that all matters pertinent to wages, hours and other conditions of employment are negotiable under the terms of the Municipal Employees Relations Act and such rights are neither waived nor diminished by the foregoing language which shall be subject to all the terms of this Agreement.

ARTICLE XX

DURATION

Section 20.0

This Agreement shall be effective as of July 1, 2017 and shall remain in effect for four (4) years, July 1, 2017 through June 30, 2021. This Agreement shall be automatically renewed for each successive school year unless either party notifies the other in writing no later than February 1st of any given year that it desires to negotiate any changes in the Agreement. Upon receipt of such notification, the parties shall arrange a mutually convenient meeting for the purpose of consummating a new Agreement.

SOUTHINGTON BOARD OF EDUCATION

Signed:

By:


Brian S. Goralski, Chairman

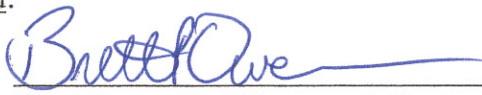
Date:

2-28-18

LOCAL 1303 OF COUNCIL #4, AMERICAN
FEDERATION OF STATE, COUNTY &
MUNICIPAL EMPLOYEES, AFL-CIO

Signed:

By:


Brett Owen, Staff Representative

Date:

3/6/18

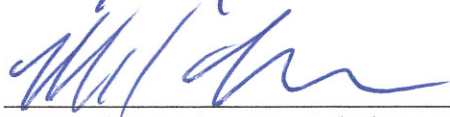
By:


Gilbert VanLintex, Maintenance President

Date:

2/26/18

By:


Michael Najarian, Custodial President

Date:

2-26-18

APPENDIX A

SOUTHINGTON WAGES CUSTODIANS

Classification 1 – Head Custodian High School
Classification 2 – Head Custodian Middle Schools, DES
Classification 3 – Head Custodian Elementary School
Classification 4 – Assistant Head Custodian
Classification 5 – Full-time Custodian

| | 2017-18 | | 7/1/18* | 7/1/19 | 7/1/20 |
|----------------|--------------------------|---|---------|---------|---------|
| | Retroactive to 7/1/17 | Effective upon Union Ratification & BOE Approval | | | |
| | | | | | |
| Class 1 | \$27.20 | \$27.70 | \$27.70 | \$28.39 | \$29.10 |
| Class 2 | \$26.75 | \$27.25 | \$27.25 | \$27.93 | \$28.63 |
| Class 3 | \$26.13 | \$26.63 | \$26.63 | \$27.30 | \$27.98 |
| | | | | | |
| Class 4 | | | | | |
| Step 1 | \$23.59 | \$24.09 | \$24.09 | \$24.69 | \$25.31 |
| Step 2 | \$24.96 | \$25.46 | \$25.46 | \$26.10 | \$26.75 |
| Step 3 | \$25.56 | \$26.06 | \$26.06 | \$26.71 | \$27.38 |
| | | | | | |
| Class 5 | | | | | |
| Step 1 | \$23.50 | \$23.50 | \$23.50 | \$24.09 | \$24.69 |
| Step 2 | \$24.55 | \$24.55 | \$24.55 | \$25.16 | \$25.79 |
| Step 3 | \$25.26 | \$25.26 | \$25.26 | \$25.89 | \$26.54 |

*There shall be no step advancements during the July 1, 2018 through June 30, 2019 contract year.

Section 1.0

The Board shall provide job specifications and classifications describing the qualifications, duties and responsibilities with as much detail as practicable.

Section 1.1

When a new position is created, the Board shall provide specifications describing the qualifications, duties and responsibilities of the position.

APPENDIX B

SOUTHINGTON WAGES MAINTENANCE AND SECURITY ATTENDANTS

| | Effective & Retroactive to 7/1/17 | 7/1/18* | 7/1/19 | 7/1/20 |
|----------------------------|---|---------|---------|---------|
| Tech I | | | | |
| Step 1 | \$31.43 | \$31.43 | \$32.22 | \$33.03 |
| Step 2 | \$31.94 | \$31.94 | \$32.74 | \$33.56 |
| Step 3 | \$32.84 | \$32.84 | \$33.66 | \$34.50 |
| | | | | |
| Tech II | | | | |
| Step 1 | \$27.14 | \$27.14 | \$27.82 | \$28.52 |
| Step 2 | \$28.26 | \$28.26 | \$28.97 | \$29.69 |
| Step 3 | \$29.17 | \$29.17 | \$29.90 | \$30.65 |
| | | | | |
| Tech III | | | | |
| Step 1 | \$24.79 | \$24.79 | \$25.41 | \$26.05 |
| Step 2 | \$25.39 | \$25.39 | \$26.02 | \$26.67 |
| Step 3 | \$27.03 | \$27.03 | \$27.71 | \$28.40 |
| | | | | |
| Security Attendants | \$18.96 | \$18.96 | \$19.69 | \$20.44 |
| | | | | |

*There shall be no step advancements during the July 1, 2018 through June 30, 2019 contract year.

Lead Security Attendant: \$1.07 per hour stipend.

Except as otherwise provided in Section 12.3, the Board shall continue to pay all employees covered by this Agreement on a twenty-six (26) payment basis.

APPENDIX C

PPO Plan (Effective through August 31, 2018)

| Benefits | |
|----------------------------------|-------------------------------|
| Product Plan Name | Century Preferred \$25 PPO |
| | <u>In-Network</u> |
| Deductible | None |
| Coinsurance | 100% |
| Co-Pay/Coinsurance Maximum | N/A |
| Out-of-Pocket Maximum | N/A |
| Office Visit | \$25 |
| Preventive Care Visit | \$0 |
| Specialist | \$25 |
| Inpatient Admission | \$200 |
| Outpatient Surgery | \$75 |
| Emergency Room | \$100 |
| Urgent Care Facility | \$50 |
| Lifetime Maximum | Unlimited |
| | <u>Out-Of-Network</u> |
| Deductible | \$400/\$800/\$1,000 |
| Coinsurance | 80% |
| Co-Pay/Coinsurance Maximum | \$1,600/\$3,200/\$4,000 |
| Out-of-Pocket Maximum | \$2,000/\$4,000/\$5,000 |
| Outpatient Facility | Ded. & Coin. |
| Inpatient Admission | Ded. & Coin. |
| Lifetime Maximum | Unlimited* |
| In-Network Prescription Drugs | \$5/\$25/\$40 |
| Retail Quantity Limit | 30 |
| Mail Order Quantity Limit | 100 |
| Prescription Maximum | Unlimited |
| Mail Order Prescriptions | 2x |

