

COLLECTIVE BARGAINING AGREEMENT

between

AMITY REGIONAL BOARD OF EDUCATION

REGIONAL SCHOOL DISTRICT NO. 5

and

LOCAL 1303-064, COUNCIL #4

**AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO
(CUSTODIANS AND MAINTENANCE)**

JULY 1, 2020 – JUNE 30, 2023

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PREAMBLE

This Agreement is made between the Amity Board of Education Regional District No. 5 (hereinafter referred to as the Board) and Amity Custodians Local 1303-064, American Federation of State, County, and Municipal Employees, Connecticut Council #4, AFL-CIO (hereinafter referred to as the Union).

ARTICLE I **RECOGNITION**

Section 1:

The Board recognizes the Union under the Municipal Employee Relations Act, as amended, as the sole and exclusive bargaining agent for the purposes of collective bargaining on matters of wages, hours and other conditions of employment for all custodial and maintenance personnel, including part-time employees who work twenty (20) or more hours per week, excluding custodial and maintenance supervisors and all other employees of the Board.

Section 2:

The Board shall continue its practice of employing casual employees on a seasonal basis and students throughout the year. Said practice shall pertain only to work not normally and routinely performed by the bargaining unit employees during the entire work year.

ARTICLE II **RIGHTS OF THE BOARD OF EDUCATION**

Section 1:

Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Board has and will continue to retain whether exercised or not, all the rights, powers and authority heretofore had by it, and shall have the sole right, responsibility and prerogative of management of the affairs of the Board of Education and direction of the working forces, including, but not limited to those rights provided by Connecticut General Statutes Section 10-220 and the following:

- a) To determine the care, maintenance and operation of equipment and property used for and in behalf of the purposes of the Board.
- b) To establish or continue policies, practices and procedures for the conduct of Board business and, from time to time, to change or abolish such policies, practices, or procedures.
- c) To discontinue processes or operations.

- d) To select and to determine the number and types of employees required to perform the Board's operations, and to create, modify and/or eliminate positions accordingly.
- e) To employ, transfer, promote or demote employees, or to lay off, furlough, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Board.
- f) To establish contracts or sub-contracts for its operations, provided that this right shall not be used for the purpose or intention of undermining the Union or of discriminating against its members.
- g) To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Board, provided such rules and regulations are made known in a reasonable manner to the employees affected by them. Nothing in the preceding sentence shall be construed to prevent the Board from taking disciplinary action against an employee for conduct not prohibited by a specific rule or regulation if the employee should reasonably have known that such conduct was improper.
- h) To create job specifications and revise existing job specifications, subject to the Union's right to negotiate the assigned wage rates.
- i) To determine the workyear, workday and work schedules for employees, and to implement procedures for ensuring coverage of building needs outside employee's regular work schedules.

ARTICLE III

NO DISCRIMINATION

Section 1:

There shall be no discrimination, coercion or intimidation of any kind against any employee of the Board of Education for any reason whatsoever, including marital status, age, sex, race, creed, national origin, religious belief, Union activity or lack of Union activity either by the Board or by the Union. Claims of discrimination against members may be pursued under the procedures established by either the Connecticut Commission on Human Rights and Opportunities or the United States Equal Employment Opportunity Commission; such claims may not be pursued under the Grievance procedure set forth in Article XIII of this Agreement.

Section 2:

The Union agrees that its members will act in accordance with Article III, Section 1, in all relationships involving the student body and/or fellow employees.

ARTICLE IV

UNION SECURITY

Section 1:

All employees will be offered an opportunity to join the Union. Employees who elect to join the Union shall sign and deliver to the Union treasurer an authorization for the payroll deduction of membership dues/fees of the Union. Such authorization shall be delivered to the Board and shall continue in effect until revoked by the employee by written notice to the Union and the Union has notified the Board by written notice that the employee no longer desires to be a member of the Union.

Section 2:

Any employee shall be free to join or not join the Union, or to withdraw from membership, subject to provisions of this Article.

ARTICLE V

CHECKOFF

Section 1:

Subject to the provisions of Section 3, the Board agrees to deduct from the wages of all employees such Union dues and/or initiation fees as may be fixed by the Union and transmit them to the Council #4 office of the Union no later than the fifteenth (15th) day of the month following the month in which the dues and/or fees have been deducted, together with a list of the employees from whose wages the deductions have been made.

Section 2:

The Union agrees to indemnify and to hold the Board harmless against any and all claims, demands, suits or other forms of liability that shall, or may, arise out of, or by reason of, action taken by the Board for the purpose of complying with the provisions of Article IV and/or Article V.

Section 3:

Written authorization cards for payroll deductions for new employees who elect to become members of the Union will be submitted to the Board by the Union to be implemented at the end of thirty (30) days of employment or the payroll period after the card is submitted by the Union, whichever is later. Changes in such authorizations shall be submitted to the Board by the affected employees thirty (30) days prior to the effective date of such changes.

ARTICLE VI **SENIORITY**

Section 1:

Seniority shall be defined as the length of an employee's continuous service with the Board in a bargaining unit position covered by this Agreement, unbroken by discharge, unauthorized absence or voluntary termination. However, an employee moving from a part-time to a full-time position shall retain his/her seniority in the part-time position for purposes only of bidding for vacancies and layoff under Article VI.

Section 2:

The Board shall establish a seniority list and this list shall be updated as of July 1st of each school year. The Board shall forward a copy of the updated seniority list to the Union President on or before July 15th each school year. The Union President shall be informed of all new hires within ten (10) days of their employment.

Section 3:

No employee shall attain seniority rights under this Agreement until he or she has been continuously on the payroll of the Board in a bargaining unit position covered by this Agreement for a period of one hundred eighty (180) calendar days. Each employee after completing ninety (90) calendar days of his/her probation period will be given a written evaluation by his/her immediate supervisor informing them of his/her progress on the job. During the one hundred eighty (180) calendar day probationary period, the employee may be terminated by the Board, in its sole discretion, for any reason, without recourse to the grievance or arbitration provision by either the employee or the Union. Upon completion of the probationary period, an employee's seniority shall date back to the date the employee started work in a bargaining unit position covered by this Agreement.

Section 4:

When a vacancy exists, and the Board wishes to fill the vacancy, the Board shall post such vacancy, as set forth below, together with the anticipated job description and work hours, and accept bids by the employees to fill the position. Notice of all vacancies shall be posted for a period of ten (10) working days on the District's website. Employees shall be notified of any openings that occur during the summer vacation through postings on the District's website, school email and notice mailed to any employee on extended paid leave time. Notwithstanding the foregoing, the posting period may be reduced to five (5) calendar days by mutual agreement between the Union and the Superintendent of Schools or his or her designee. When the timing or the urgency of the situation makes this procedure impracticable, positions may be filled on a temporary basis. Nothing herein provided shall be construed as a guarantee that vacancies or promotions shall be filled.

Vacant positions shall be filled in the sole discretion of the Superintendent of Schools. If in the judgment of the Superintendent of Schools or his/her designee there are two (2) employees of equal qualifications, skills, knowledge, performance and ability, the most senior employee shall receive the promotion. If no bargaining unit employee is qualified to perform the work in question in the judgment of the Superintendent of Schools or his/her designee, the Board may fill the vacancy from any other source. Within ten (10) days from the filling of a vacancy the bargaining unit employees who have bid on the position shall be notified whether or not they have been awarded the position.

Section 5:

In the event that it becomes necessary to reduce the working force, an employee scheduled for layoff may replace an employee with less seniority in a comparable or lower classification that he/she is qualified for. An employee who has been laid off shall have recall rights, in order of seniority, to vacancies in the job classification from which the employee was laid off and/or other job classifications in the district in which the employee has worked previously and/or to a lower classification, provided he/she is qualified to perform the work in question in the judgment of the Superintendent of Schools or his/her designee. Such recall rights shall remain in effect for one (1) year from the date of layoff.

ARTICLE VII **HOURS OF WORK**

Section 1:

The normal work week shall be five (5) days, Monday through Friday.

The regular work schedule for full-time employees covered by this Agreement shall be eight and one-half (8½) hours per day, including a one-half (½) hour unpaid lunch period, forty (40) hours per week, provided that this shall not be construed as a guarantee thereof.

Section 2:

The District shall have the right to establish up to two (2) positions consisting of up to two (2) individuals to work the days of Tuesday through Saturday. For long-term absences of eleven (11) working days or more, not including vacations, the individuals may be assigned to the other schools with a minimum of five (5) working days' notice.

In the event that the Board establishes Tuesday through Saturday positions, the regular work hours for such position shall be eight and one-half (8½) hours per day with a one-half (½) hour unpaid lunch.

With respect to the Tuesday through Saturday positions:

- Time and one-half (1½) shall be paid for all hours worked after eight (8) hours worked in a day.
- Time and one-half (1½) shall be paid for all hours worked after forty (40) hours in a workweek.
- Time and one-half (1½) shall be paid for all hours worked on Mondays.
- The employee shall receive his/her straight time hourly rate of pay for all hours worked on Saturdays, provided however, the employee shall be eligible for overtime at time and one-half (1½) for all hours worked after eight (8) hours worked on a Saturday.
- The employee shall receive double time for all worked performed on Sundays.
- If a holiday set forth under Article VIII, Section 1 falls on a Monday, the employee shall receive the Tuesday following the Monday holiday off as his/her holiday and shall receive holiday pay for the Tuesday in lieu of holiday pay for the Monday. In the event that the employee is required to work on the Tuesday observed as his/her holiday, he/she shall receive double time for all hours worked on such day, except as set forth under Article VIII, Section 4.
- During the summer recess, at the discretion of the Director of Facilities, such employee may work a regular Monday through Friday schedule and the terms and conditions set forth herein shall not apply.

Section 3:

Working hours shall be determined by the Superintendent of Schools or his/her designee. Permanent changes in working hours will not, except in extreme emergencies, be made without giving the Union two (2) weeks notice. Reassignments will be governed by seniority within classification, as defined in Article VI of this Agreement.

A custodial employee shall not leave the school to which he or she is assigned during working hours without the knowledge and permission of the Superintendent of Schools or his/her designee, except during his/her designated lunch break.

Section 4:

Time and one-half (1½) shall be paid for all hours worked after eight (8) hours in one (1) day. Time and one-half (1½) shall be paid for all hours worked beyond forty (40) hours in any work week. Except as set forth below, only time actually worked shall be counted for the purpose of determining an employee's eligibility for time and one-half (1½) compensation. Accordingly, time paid but not actually worked shall be excluded for the purpose of determining eligibility for time and one-half compensation. All overtime must be specifically approved by the Superintendent of Schools or his/her designee. If a

member of the bargaining unit does not avail himself or herself for open shifts or overtime opportunities, such opportunities will be offered to the other members of the bargaining unit. If no member of the bargaining unit is available to fill such open shifts or overtime opportunities, the Superintendent of Schools or his/her designee may fill the open shifts or overtime opportunities with non-bargaining unit employees or subcontracted employees on a temporary basis.

Holiday pay shall be eight (8) hours pay at the employee's regular hourly rate and said hours shall count as hours worked for purposes of overtime. Additionally, in the event that an employee on pre-approved vacation is called in for an emergency (either during a specific vacation day or during the week of his/her vacation), such vacation time shall count as hours worked for purposes of overtime. If the week of the vacation is scheduled from Monday through Friday, the Sunday immediately preceding the vacation and the Saturday immediately subsequent to the vacation shall be considered a part of the employee's vacation for purposes of the emergency call in provision set forth herein.

Section 5:

Double time (2x) shall be paid for all time actually worked on Sundays or scheduled holidays as defined in Article VIII.

Section 6:

An employee called back to perform work at a time not contiguous with the employee's scheduled work shift shall be granted a minimum of three (3) hours of pay at the regular rate of pay (i.e. the employee's pay rate set forth in Appendix A of the Agreement), provided, an employee called back to work within the same three (3) hour timeframe shall only receive the three (3) hour minimum, not an additional three (3) hour minimum.

Section 7:

The premium pay rates set forth in Sections 5 and 6 shall not be combined under any circumstances. In each case, the employee shall be paid the applicable premium rate set forth in Section 5 OR Section 6. In the event that both the Section 5 and Section 6 premium rates apply to the circumstances of a particular case, the employee shall be paid at the applicable rate which provides the greatest compensation to the employee. By way of example, if an employee is called back to work on a Sunday and performs five minutes of work, the employee shall be paid at the rate set forth in Section 5 OR Section 6 (whichever provides the employee the greatest compensation), but not both.

Section 8:

Employees must respond to call-ins unless excused for good cause by the Superintendent of Schools or his/her designee.

Section 9:

The Building Equipment Maintainer/HVAC shall receive a yearly stipend paid on a biweekly basis (with the employee's regular biweekly remuneration), in the amount of one thousand five hundred dollars (\$1,500.00). Such stipend shall be limited to one (1) bargaining unit employee, as designated by the Superintendent of Schools.

The Board and Union agree that the duties and responsibilities of the Building Equipment Maintainer/HVAC and Building Equipment Maintainer/Electrician include building equipment maintenance (as set forth in their respective job descriptions) and is not limited to their additional HVAC or Electrician responsibilities.

Section 10:

On scheduled school days that school is closed by the Superintendent of Schools or his/her designee, all custodians are required to report to work (unless otherwise notified by the Superintendent of Schools or his/her designee).

When a custodian does not report to work on a scheduled school day that school is closed by the Superintendent of Schools or his/her designee because the custodian considered road conditions to be dangerous, the custodian shall not be paid for such day, unless the custodian chooses to use a vacation day.

Section 11:

All employees shall be paid via direct deposit. Accordingly, all current and future employees shall complete the necessary documentation requested by the Board in order for the Board to pay the employee via direct deposit.

ARTICLE VIII **HOLIDAYS**

Section 1:

The following days in each year shall be observed as holidays when they fall on a normal workday and any other holiday that is observed by the Board.

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

Labor Day
Columbus Day
Floating Holiday (1)
Thanksgiving Day – 2 Days
Christmas Day – 2 Days

The use of the floating holiday shall be by mutual agreement between the employee and the Director of Facilities.

No more than one (1) employee (day or night) at the middle school may use a floating holiday on the same day; no more than two (2) employees (day or night) at the high school may use a floating holiday on the same day.

A floating holiday must be used prior to the end of the contract year that it was credited.

Section 2:

The following days in each contract year shall be paid holidays for regular part-time employees (based on the employee's scheduled hours for the day) when they fall on a normal weekday for part-time employees covered by this Agreement:

Thanksgiving Day
Christmas Day
New Year's Day
Memorial Day

Section 3:

In order to qualify for holiday leave, a regular full-time employee whose normal workweek is five (5) days, Monday through Friday (or Tuesday through Saturday, as set forth under Article VII, Section 2), shall have worked on the last regularly scheduled workday prior to and the next regularly scheduled workday following the holiday unless the employee is on a previously approved vacation day, personal day, jury duty, funeral leave or a sick day. In the case of a sick day, the employee may qualify for paid leave only upon presenting a note from the physician treating the employee for the illness that caused the sick day no later than the second workday following the holiday. In the case of jury duty, the employee may qualify for paid leave only upon presenting proof of service upon his/her return to work.

Section 4:

Holidays (as set forth under Article VIII, Sections 1 and 2) shall be observed in accordance with the annual school calendar. Except as set forth herein, any of the enumerated holidays that are not addressed in the annual school calendar will be recognized as a paid holiday on the day the federal government observes as the holiday. The two (2) days for Christmas will be determined by the Board based on when Christmas Day falls during the calendar week (the second day will either be the day before or the day after Christmas). The day after Thanksgiving will be observed as the second Thanksgiving Day holiday. The use of the floating holiday shall be in accordance with Article VIII, Section 1.

ARTICLE IX

VACATIONS

Section 1:

Vacation leave shall be granted to all regularly employed full-time personnel in accordance with Article IX, Section 3. A full-time employee is defined as a person who works on a twelve (12) month basis.

Employees who commence working for the Board in a part-time position on or after July 1, 2020 shall receive five (5) vacation days in each contract year based on his/her regular work hours (i.e. – a four (4) hour work day shall equate to twenty (20) hours of vacation leave), provided, if the employee commences working in a part-time position after July 1st, his/her vacation time for such contract year shall be prorated.

Section 2:

All vacations are subject to the written approval of the Director of Facilities or his/her designee and the Principal or his/her designee. Approval of requested vacations shall not be unreasonably withheld, but the primary consideration for the approval of such vacations will be in the best interests of the school system.

Section 3:

Vacation leave shall be granted to all regularly employed full-time personnel as defined in Section 9.1 of this Article in accordance with the following schedule:

During a full-time employees first year of employment in a bargaining unit position covered by this Agreement, vacation days will be credited at a rate of one (1) day for each full calendar month of service, not to exceed five (5) days. The vacation days shall become effective for utilization only after completion of six (6) months of service. Such days may be carried over from one contract year to the subsequent contract year. If an employee is hired between July 1st and December 31st of a contract year, the employee will also be credited with three (3) additional vacation days upon the completion of one (1) year of service.

Example: Employee hired on April 1, 2001, completes six (6) months October 1, 2001, is entitled to five (5) days vacation to be utilized between October 1, 2001, and June 30, 2002. Effective July 1, 2002, employee is entitled to ten (10) days of vacation to be utilized between July 1, 2002, and June 30, 2003.

Additional vacation days shall be credited in accordance with the following table:

<u>Years of Completed Service (from the employee's anniversary date)</u>	<u>Vacation Days Posted as of July 1ST</u>
2	11.5
4	13.0
6	14.5
8	16.0
10	17.5
12	19.0
14	20.0
20	22.0

Section 4:

Vacations may be taken at any time during the year subject to the other conditions set forth in this Article. Employees shall not be eligible to use vacation time during the following periods of time: the last week of school, the first week of school or the week before school commences.

Section 5:

Except as set forth in Section 3 herein, vacation days may not be carried over from one (1) year to the next, unless the Superintendent of Schools approves a carryover as a result of the District's request that an employee refrain from using vacation days in order to meet the needs of the District.

Section 6:

If a full-time employee resigns or retires, he/she shall receive payment for unused vacation days credited during the prior contract year. Additionally, if a full-time employee is employed for at least six (6) months of the contract year and resigns or retires before the end of the contract year, the employee shall receive payment for unused vacation days on a pro rata share, based on the number of months worked by the employee in the contract year in question. In order to receive payments for such days, the employee must give written notice of such resignation or retirement to the Superintendent of Schools or the Superintendent of School's designee at least thirty (30) calendar days in advance. The Superintendent of Schools may waive the notice requirement in the Superintendent of School's discretion, in the case of extenuating circumstances that make it impossible for the employee to provide such notice.

ARTICLE X **SICK LEAVE**

Section 1:

Regularly employed full-time personnel will earn sick leave at a rate of one and one-quarter (1¼) days for each calendar month of satisfactory service, not to exceed fifteen (15) working days per calendar year. Employees hired prior to July 1, 2016, may accumulate up to one hundred fifty (150) unused sick days; employees hired on or after July 1, 2016, may accumulate up to one hundred (100) days unused sick days.

Section 2:

Regularly employed personnel who work less than full-time but more than half-time shall receive eight (8) days of sick leave per year cumulative to a total of sixty (60) days. Such leave will become effective after one (1) year of employment.

Regularly employed personnel who work less than half-time shall receive paid sick leave in accordance with the applicable provisions of Connecticut General Statutes Section 31-57r (the paid sick leave law).

Section 3:

When an employee is out on sick leave, on or after the third (3rd) consecutive work day, the Superintendent of Schools or his/her designee may require evidence at any time in the form of a note from the physician treating the employee for the illness that caused the sick day. Such note shall state the nature of the illness or injury and the expected duration.

Additionally, a note from the physician treating the employee for an illness that caused the absence(s) may be requested if a review of the employee's record demonstrates an excessive use of sick leave, an abuse of sick leave and/or a pattern of absenteeism.

Further, a pattern of absenteeism, an abuse of sick leave or an excessive use of sick leave may be the basis for discipline or other appropriate action.

A pattern of absenteeism shall be defined as repeated:

- (a) absences prior to or after weekends (or prior to or after the employee's regularly scheduled last day of work during a calendar week);
- (b) absences prior to or after scheduled days off;
- (c) absences prior to or after holidays;

- (d) the use of sick time intermittently in conjunction with other forms of paid time off;
- (e) absences on the same day every week or month; and
- (f) consistently taking sick days (full day increments or partial day increments) over a period of time (provided, in the event that an employee provides the Board with a note in advance of anticipated medical or dental treatment, such absence shall not counted).

Section 4:

The Board reserves the right to require the employee to submit to a physical examination by a doctor of the Board's choice and at the Board's expense.

Section 5:

Sick leave will commence on the date and at the time of specific notification on the employee attendance system. Failure of the employee to provide such appropriate notification shall mean the forfeiture of pay for the claimed period. If an emergency necessitates the use of sick leave, then notice shall be given within a reasonable time after the incident giving rise to the use of sick leave.

Section 6:

Upon retirement under the Social Security Act or the Board's retirement plan, or death, a regularly employed full-time custodial or maintenance employee hired prior to July 1, 1998 or his or her estate, shall be paid for one-half (½) of all accumulated unused sick days to a maximum of sixty (60) days. To be eligible for such payment the custodial or maintenance employee must have been in the continuous service of the Board of Education for at least five (5) full school years. Payment for each day of unused sick leave so provided shall be at the per diem rate of the employee as of June 30, 2006. Employees hired on or after July 1, 1998 and before July 1, 2008 shall be limited to a maximum potential of thirty (30) days of accumulated unused sick leave. Employees hired on or after July 1, 2008 shall not be eligible for sick leave payout. No payments shall be made retroactively to any persons currently retired or deceased. In determining an eligible employee's hourly rate of pay for sick leave payout, any applicable shift differential for the applicable per diem rate shall apply.

ARTICLE XI **FUNERAL LEAVE**

Section 1:

Regularly employed personnel shall be granted a maximum of five (5) working days for the death of an immediate family member. The immediate family member is defined as

the employee's parent, brother, sister, spouse, son, daughter, mother-in-law, father-in-law and his/her "domestic partner" as defined below.

A domestic partner shall be defined as two adults of the same or opposite sex who are not related by blood, who have lived together continuously for at least five (5) years and plan to do so indefinitely, who reside at the same address, who are mutually responsible for their common welfare, basic living expenses and financial obligations to third parties (and are otherwise financially interdependent) and who maintain no other domestic partnerships, marriage and are not legally separated from anyone else. Funeral leave shall only extend to the death of the domestic partner, not the domestic partner's family members.

Section 2:

Regularly employed personnel shall be granted a maximum of three (3) working days for the death of grandparent, brother-in-law or sister-in-law.

Section 3:

Regularly employed personnel shall be granted a maximum leave of one (1) day for the death of an uncle or aunt.

ARTICLE XII **PERSONAL LEAVE**

Section 1:

Regularly employed full-time personnel whose workday is five (5) hours or more will be accorded four (4) personal or business leave days per contract year for personal or business requirements which are limited to legal requirements, marriage of a member of the immediate family, graduation of a member of the immediate family and recognized religious holidays, and personal business that cannot be transacted outside regular school hours. Application for such leave must be made through the employee attendance system as far in advance as is possible. Bargaining unit employees eligible for personal leave must receive prior approval from the Superintendent of Schools for personal days before or after a holiday or school recess.

If a regularly employed full-time employees commences work after July 1st of a contract year, the employee shall receive a prorated number of personal days for such contract year.

ARTICLE XIII

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1:

A "grievance" shall be defined as a misapplication or misinterpretation of a specific term of this Agreement. All grievances shall be in writing and must be filed at the first level with the Director of Facilities or his/her designee, with a copy to the Director of Facilities or his/her designee, within fifteen (15) working days of the act or mission complained of. All references to "days" in this Article shall mean working days.

Section 2:

The written grievance shall be taken up between the employee and/or his steward with the Director of Facilities or his/her designee at a meeting within five (5) days of the submission of the written grievance to the Director of Facilities or his/her designee. The Director of Facilities or his/her designee shall answer the grievance in writing within five (5) days.

Section 3:

If the employee is dissatisfied with the answer of the Director of Facilities or his/her designee, he or she may file a written appeal within five (5) days of the receipt of the Director's answer with the Superintendent of Schools or his/her designee, or within five (5) days of the deadline for such answer if no such answer is received. The Superintendent of Schools or his/her designee shall hold a meeting within five (5) days of the receipt of the written appeal and shall issue an answer in writing within five (5) days of the meeting.

Section 4:

If the employee is dissatisfied with the answer of the Superintendent of Schools or his/her designee, he or she may file a written appeal within five (5) days of the receipt of the answer of the Superintendent of Schools with the Board of Education, or within five (5) days of the deadline for such answer if no such answer is received. The Board of Education (or a committee designated by the Board) shall hold a meeting within twenty (20) days of the receipt of the written appeal and shall issue an answer in writing within fifteen (15) days of the meeting.

Section 5:

It is agreed upon that time is of the essence in the grievance procedure. All time limits, however, may be extended by written agreement between the parties on a case-by-case basis, except the original filing of the grievance. The Union shall have the right to advance the grievance to the next step if the Board's representative does not respond

within the time limits at his/her level. Failure to appeal the grievance within the time limits shall constitute waiver of the grievance.

Section 6:

Any grievance which does not involve the statutory responsibilities of the Board of Education may be submitted to arbitration with the American Arbitration Association (the "AAA"), or by mutual agreement of the Board and the Union to the American Dispute Resolution Center (the "ADRC"), if requested by the Union within fifteen (15) days of the decision of the Board of Education. Arbitration shall be conducted in accordance with the rules and regulations of the AAA or the ADRC, respectively.

Section 7:

The request for arbitration shall be in writing and a copy of the request shall be submitted to the Superintendent of Schools or his/her designee within the required time period.

Section 8:

The cost of arbitration shall be shared equally by the Board of Education and the Union.

Section 9:

The arbitrator's decision shall be in writing and shall set forth his or 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 violates the terms of this Agreement. The arbitrator shall have no power to add to, delete from, or modify in any way the provisions of this Agreement. Provided that the arbitrators shall not usurp the functions of the Board or the proper exercise of its judgment and discretion under law and this Agreement, the decision of the arbitrator shall be final and binding, except as otherwise provided by law.

ARTICLE XIV
GENERAL PROVISIONS

Section 1:

This contract constitutes the entire Agreement between the Board of Education and the Union and settles all demands and issues for the term of the contract with respect to any and all matters subject to negotiations.

Section 2:

For the duration of this Agreement and in accordance with the Municipal Employees Relations Act, the Board of Education and the Union waive the right to negotiate and each agrees that the other shall not be obligated to negotiate with respect to any subject or

matter which is subject to negotiations whether or not such subject or matter is specifically referred to herein.

Section 3:

This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties. In the event a situation of unusual nature arises, said subject may be discussed provided that both the Board of Education and the Union mutually agree to said discussion. Either the Board of Education or the Union may request in writing of the Superintendent of Schools or his/her designee said discussion. Any agreement reached shall be reduced to writing and shall be signed by the Board and the Union.

Section 4:

If any section, sentence, clause or phrase of this Agreement shall be held for any reason to be inoperative, void or invalid, the validity of the remaining portions of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement that no portion thereof or provision therein, shall become inoperative or fail, by reason of the invalidity of any other portion or provision, and the parties do hereby declare that they would have severally approved of the adopted provisions contained therein and apart from the other. If any portion of this Agreement is ruled invalid for any reason, the remainder of the Agreement shall remain in full force and effect.

Section 5:

The Local Union President or designee shall be granted leave from duty with full pay for attending Union educational conferences (i.e., workplace violence, OSHA training, leadership training, etc...) provided the total leave for the purpose set forth in this Section shall not exceed three (3) working days in any year for said employee. This leave must be in whole day increments unless otherwise mutually agreed. All leaves pertaining to this Section must be approved in writing by the Superintendent of Schools or his/her designee.

Section 6:

Work in a Higher Classification. When working in a higher classification for a period of greater than three (3) consecutive work days, the employee shall receive the rate of pay for the higher classification retroactive to the first day of such duty. Such payments shall continue only until the employee returns to his or her original classification.

When assigned to occasional maintenance duties, including, but not limited to HVAC, plumbing, electrical, carpentry and floor repair, Custodians shall receive the Maintenance wage rate set forth in Appendix A of the Agreement for the actual time worked on such duties.

When assigned to minor maintenance duties, including, but not limited to painting, ceiling tile replacement, assembly of furniture, replacement of light bulbs or outside custodial and minor maintenance work, Custodians shall not receive a differential for such work.

Section 7:

The Board agrees to provide training to all employees when technological changes and/or new processes are introduced in the school system which affects employees covered by this Agreement. It is further agreed that training will be done during school hours, provided, however, that if training is conducted outside of normal school hours, employees will be paid for the actual hours of training at their prevailing wage rate.

Section 8:

If any illness or injury results in a disability that has prevented the employee from performing the essential functions of the position (with or without a reasonable accommodation) for a period of twelve (12) months or longer, the Board shall have the right to discharge the employee.

Section 9:

Each contract year, the Board shall reimburse all full-time employees with a sum of up to one hundred dollars (\$100.00) as a clothing allowance for the purchase of foul weather gear (defined as a rain coat/pants and boots) or other clothing items required to be worn at work by the Board (with prior written approval of the Director of Facilities). In order to receive reimbursement for the purchase of such foul weather gear or other clothing items required to be worn at work by the Board, an employee must also provide the Director of Facilities with a receipt(s).

Section 10:

Employees shall be responsible to their immediate supervisor and shall be evaluated by that supervisor and the building principal on a yearly basis. However, such evaluations shall not be subject to the grievance and/or arbitration procedure. If the employee disagrees with any portion of the evaluation, he/she may provide the supervisor and the building principal with a written response that will be attached to the evaluation and maintained in the employee's personnel file.

Section 11:

Unauthorized absence may be grounds for discipline, up to and including dismissal.

ARTICLE XV
NO STRIKE OR LOCKOUT

Section 1:

The Local Union and Council #4 and the individual employees of the Board of Education expressly agree that during the life of this Agreement there will be no strikes, slowdowns, work stoppages, mass absenteeism or any other similar forms of interference in the operation of the school system. Further, it is agreed that there shall be no lockout by the Board in any part of the Board's operation.

ARTICLE XVI
WAGES

Section 1:

See Appendix A for wage rates and wage increases by job classification during the term of this Agreement.

Section 2:

The starting rate for new employees shall be ten percent (10%) less than the lowest hourly rate in effect and applied to the appropriate job classification in Appendix A. At the completion of the probationary period as provided in this Agreement, the new employee shall be paid five percent (5%) less than the listed rate and applied to the appropriate job classification. At the completion of one year of service, the employee shall be paid at the rate listed in the wage appendix for the appropriate classification.

Section 3:

Employees whose regularly scheduled shift requires at least one-half (½) of their regularly scheduled workday to fall between 3:00 p.m. and 7:00 a.m. shall receive a shift differential payment of fifty cents (\$.50) per hour for all hours worked. Notwithstanding the above, employees who are reassigned to hours outside the 3:00 p.m. to 7:00 a.m. range, e.g., during summer vacation, etc., shall not be eligible for the shift differential payment during such re-assignment.

ARTICLE XVII
INSURANCE

Section 1:

The High Deductible Health Plan ("HDHP") plan described below (that includes vision coverage) shall be the insurance plan.

An eligible employee in his/her first year of employment with the Board who is scheduled to commence work after March 31st shall be eligible for the HDHP with a Health Reimbursement Account (“HRA”) in lieu of a Health Savings Account (“HSA”) through December 31st of his/her first year of employment with the Board.

The premium cost and a comparable funding amount to the HSA deposit from the Board for those enrolled in the HRA for the HDHP shall be in accordance with the language set forth below for the applicable contract year.

Effective July 1, 2020 the Board agrees to pay eighty-five percent (85%) of the HDHP and dental premium with the employee paying the remaining costs for coverage by payroll deduction.

Effective July 1, 2021 the Board agrees to pay eighty-five percent (85%) of the HDHP and dental premium, with the employee paying the remaining costs for coverage by payroll deduction.

Effective July 1, 2022 the Board agrees to pay eighty-five percent (85%) of the HDHP and dental premium, with the employee paying the remaining costs for coverage by payroll deduction.

Effective in each contract year, the HDHP shall include the following components:

	In-Network	Out-of-Network
Annual Deductible (individual/aggregate family)	\$2,000/\$4,000	
Co-insurance	90%/10% after deductible up to cost share maximum	70%/30% after deductible up to cost share maximum
Cost Share Maximum (individual/aggregate family)	<p>January 1, 2021 – December 31, 2021: \$2,750/\$5,500 (in network)</p> <p>January 1, 2022 – December 31, 2022: \$2,750/\$5,500 (in network)</p> <p>January 1, 2023 – December 31, 2023: \$2,750/\$5,500 (in network)</p> <p>\$4,000/\$8,000 (out of network)</p>	
Lifetime Maximum	Unlimited	\$1,000,000
Preventive Care (as defined by the medical plan administrator)	Deductible and co- insurance not applicable	30% co-insurance after deductible, subject to co- insurance limits
Prescription Drug Coverage	Subject to co-insurance of 90%/10%	

In the event that an employee is ineligible for a health savings account ("HSA") he/she shall be offered a health reimbursement account.

An employee shall receive a prorated contribution toward his/her HSA, if the employee: (a) is hired by the Board after the commencement of the applicable plan year; or (b) he/she elects health insurance after the commencement of the plan year due to a change in status.

The prorated amount of the contribution shall be based on the first day that the employee is covered under the plan through June 30th of the applicable contract year

The Board will fund the following percentages of the applicable HDHP deductible amount (on a calendar year basis):

January 1, 2021 – December 31, 2021	45%
January 1, 2022 – December 31, 2022	45%
January 1, 2023 – December 31, 2023	45%

The Board's contribution toward the HDHP deductible will be deposited into the HSA accounts on or about January 1st (fifty percent (50%) of the Board's contribution) and on or about July 1st (fifty percent (50%) of the Board's contribution) on an annual basis.

The parties acknowledge that the Board's contribution toward the funding of the HDHP 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 HDHP deductible for retirees or other individuals upon their separation from employment.

The Board's contribution toward the applicable deductible (single, two-person, family) shall be pro-rated for any year in which an employee participates in the HDHP for less than a full calendar year.

- The Board will provide Vision Care Rider 98.
- The Board will provide dental insurance for each employee including Additional Basic Benefits Rider A and the Unmarried Dependent Child Rider, age 19 through 24.
- The Board agrees to provide life insurance for each active current employee in an amount equal to the employee's annual salary at no cost to the employee. Employees who are on inactive, unpaid status (except employees out of work on FMLA) who do not enroll in COBRA, will be advised and provided with notice that they are no longer eligible for Board provided life insurance.
- Upon retirement from the Amity Regional School District No. 5, an employee and his/her spouse shall have the option of continuing in the group programs described in this Article at his/her own expense until the employee or his/her

spouse reaches the age sixty-five (65) (whichever occurs sooner). The responsibility of paying the premium rests solely with the employee (or his/her spouse) and must be paid via electronic fund transfers.

Commencing during the July 1, 2020 - June 30, 2021 contract year, on an annual basis, in the event that an employee (and his/her spouse) on the Board's health insurance plan completes a health risk assessment (as set forth below), his/her premium share for the ensuing contract year shall be reduced by one percent (1%).

Accordingly, by way of example, in the event that the employee and his/her spouse completes a health risk assessment during the July 1, 2020 through June 30, 2021 contract year, the employee will receive a one percent (1%) reduction in his premium share contribution for the July 1, 2021 through June 30, 2022 contract year.

On July 1st of the subsequent contract year, the premium share set forth herein shall be in effect for the employee. Accordingly, the reduction in the premium share by one percent (1%) shall be based on the then current premium share negotiated by the parties for the contract year in question, as set forth herein.

The information included on the health risk assessment will not be provided to the Board. The only information provided by the carrier to the Board is whether the health risk assessment was completed.

The health risk assessment shall be comprised of:

- An annual physical; and
- An annual dental examination.

Section 2:

The employee may elect to waive all health and dental insurance benefits and, in lieu thereof, be remunerated in the amount of in the amount of twenty-five percent (25%) of the premium saved by the Board at the time of the waiver because of said waiver at the applicable health insurance coverage (defined as health and dental insurance that he/she is eligible to elect, i.e. – single, two-person or family) to a maximum of two thousand dollars (\$2,000.00) for single coverage, four thousand two hundred dollars (\$4,200.00) for two-person coverage and five thousand four hundred dollars (\$5,400.00) for family coverage. In order to receive such waiver, the employee must waive both health and dental benefits.

Such remuneration shall be paid twice per year, on or about December 1st and June 1st, and, except as set forth below, is not considered earnings with respect to pension benefit calculations.

Any employee who prior to July 1, 2016 had such waiver included as part of his/her pension benefit calculations will continue to be provided with this benefit, provided, if the employee subsequently re-enrolls in health insurance and then waives it, the reinstatement of the waiver will not be a part of the employee's pension benefit calculations.

Employees who choose this option may re-enroll in the Board's insurance plan only during an open enrollment period, except as otherwise required by law.

Section 3:

The Board shall have the right to self-insure for any of the insurance benefits described in this Article and/or to change administrators/carriers/plans for any of the insurance benefits, provided that the overall level of benefits, when considered on an overall plan benefit basis, remains substantially comparable to the overall level of benefits in effect immediately preceding any such change.

ARTICLE XVIII **PENSION PLAN**

Section 1:

- A. As of July 1, 1984, the employees hired prior to July 1, 2016 will be covered by the Amity Regional School District No. 5 Pension Plan as may be amended from time to time.

Such eligible employees shall contribute the following percentages toward the Amity Regional High School District #5 Pension Plan:

July 1, 2020 through June 30, 2021	3%
July 1, 2021 through June 30, 2022	3.5%
July 1, 2022 through June 30, 2023	4%

- B. Employees hired on or after July 1, 2016 shall be offered a defined contribution plan in lieu of the Amity Regional School District No. 5 Pension Plan in accordance with the following.

Bargaining unit employees who, on a regular basis, work more than twenty (20) hours per week during an academic year, shall be eligible for the following 401A Plan:

- On a calendar year basis, the Board will contribute the equivalent of five percent (5%) of the employee's base straight time hourly rate of pay (excluding overtime and any insurance waiver) toward a 401(A) Plan established by the Board.

Such contribution will be made in each pay cycle.

- Employees may contribute up to the maximum allowed by the IRS toward such 401(A) Plan.
- In addition to the Board's five percent (5%) contribution, the employee may elect to make a voluntary after-tax contribution of one percent (1%) of earnings each pay period toward the defined contribution plan, which the Board will match.

Effective July 1, 2021, the employee may elect to make a voluntary after-tax contribution of one and one-half percent (1.5%) of earnings each pay period toward the defined contribution plan, which the Board will match.

Effective July 1, 2022, the employee may elect to make a voluntary after-tax contribution of two percent (2%) of earnings each pay period toward the defined contribution plan, which the Board will match.

No loans from the 401(A) Plan are permitted.

An employee who is eligible for retirement benefits from any other State of Connecticut Retirement Plan (i.e. – TRB, MERS) shall not be eligible for the 401(A) Plan.

Vesting for purposes of the Board's contributions shall be five (5) years from the employee's date of hire. In the event that an employee leaves the Board's employment prior to being vesting, the employee shall receive his/her contributions (plus interest).

Employees may make withdrawals from the 401(A) Plan at age 59½.

- C. Any significant changes to the level of benefits shall be negotiated between the parties.

ARTICLE XIX **DISCIPLINE**

Section 1:

Any written warning or any disciplinary action which results in a loss of pay for the employee being disciplined (e.g. suspension, demotion, dismissal) shall be for just cause.

Section 2:

Disciplinary actions shall normally proceed in accordance with the following:

- (a) verbal warning
- (b) written warning
- (c) suspension
- (d) discharge

Certain infractions may require immediate suspension or discharge.

Section 3:

Written notice of the formal disciplinary action (suspension, demotion or dismissal) shall be sent to the employee by certified mail or served in person. A copy of such notice shall be provided to the Union within twenty-four (24) hours of the notice to the employee.

ARTICLE XX
JURY DUTY

Jury duty shall be allowed in accordance with state and federal law.

ARTICLE XXI
ANNUITY

The Board shall offer a 403(b) plan in accordance with the Board's 403(b) plan document.

ARTICLE XXII
DURATION

Section 1:

The provisions of Article XVII, Section 1 and Appendix A of the Agreement shall be effective July 1, 2020 and shall continue and remain in full force and effect to and including June 30, 2023. The remainder of the Agreement shall be effective upon execution and remain in full force and effect to and including June 30, 2023.

IN WITNESS WHEREOF, the parties hereunto have caused these presents to be executed by their proper officers, hereunto duly authorized and their seals affixed hereto as of the date and year indicated.

By: *Jennifer P. Byars* By: *John T. Pellicani (President)*
AMITY REGIONAL AMITY CUSTODIANS, LOCAL
SCHOOL DISTRICT 1303-064 OF COUNCIL #4,
AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO

Date: 9/16/2020

Date: 9-16-2020

APPENDIX A
CUSTODIAL WAGE SCHEDULE JULY 1, 2020 THROUGH JUNE 30, 2023

Effective July 1, 2020

Building Equipment Maintainer.....	\$37.21
Head Custodian (High School).....	\$29.86
Head Custodian (Middle School)	\$29.37
Maintenance	\$29.85
Night Lead Person	\$24.82
Custodian	\$23.25

Effective July 1, 2021

Building Equipment Maintainer.....	\$37.95
Head Custodian (High School).....	\$30.46
Head Custodian (Middle School)	\$29.96
Maintenance	\$30.85
Night Lead Person	\$25.32
Custodian	\$23.72

Effective July 1, 2022

Building Equipment Maintainer.....	\$38.71
Head Custodian (High School).....	\$31.07
Head Custodian (Middle School)	\$30.56
Maintenance	\$31.85
Night Lead Person	\$25.83
Custodian	\$24.19