

**Collective Bargaining Agreement Between
Board of Education for Regional School District #10**

**And
Custodial and Maintenance Employees
Local 1303-81 of Council #4 of AFSCME, AFL-CIO**

July 1, 2021 - June 30, 2024

TABLE OF CONTENTS

<u>Article</u>	<u>SUBJECT</u>	<u>PAGE</u>
	Preamble	1
I	Recognition	1
II.	Management Rights	1
III.	Union Security	2
IV.	Seniority & Layoff	3
V.	Vacancies	4
VI	Hours of Work	6
VII	Holidays	8
VIII	Vacations	8
IX.	Leaves of Absence	9
X	Medical Coverage	11
XI	Retirement Plan	14
XII	Bulletin Boards	14
XIII	Rates of Pay	15
XIV	Disciplinary Procedure	17
XV	Grievance Procedure	17
XVI	No Strike – No Lockout	18
XVII	Savings Clause	19
XVIII	Miscellaneous	19
XIX	Duration	20

PREAMBLE

The following contract is designed to set forth in writing the agreement reached between Regional School District #10 and such of its employees as may be covered by this contract with respect to wages, hours of employment and other conditions of employment.

ARTICLE I **RECOGNITION**

The Regional School District No. 10 hereinafter referred to as the "Board" hereby recognizes Local 1303-81 of Council #4, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union", and that said Union is the exclusive representative of all head custodians, custodians, day coordinators and maintenance employees of the Board, excluding supervisory employees, for the purpose of collective bargaining with respect to wages, hours of employment and other conditions of employment as set forth in Connecticut State Board of Labor Relations Decision and Certification of Representative, Case Number ME-9703 dated April 7, 1986, and Modification of Unit Decision Number 2547 of March 12, 1987.

ARTICLE II **MANAGEMENT RIGHTS**

Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this agreement, it is recognized that the Board has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the Board in all its aspects, including but not limited to the following:

To maintain educational activities and programs as in its judgment will best serve the interests of the students;

To determine the type of work to be performed by the personnel;

To assign all work to employees or other persons;

To decide the methods, procedures and means of conducting the work;

To select, hire, and demote employees, including the right to prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work;

To discharge or otherwise discipline any employee;

To promote, transfer, and layoff employees;

To decide the need for facilities;

These rights, responsibilities and prerogatives are not subject to delegation in whole or in part.

ARTICLE III

UNION SECURITY

Section 3.1

It shall be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the one hundred and twenty first (121st) work day following the beginning of such employment become and remain members in good standing in the Union.

During the life of this Agreement, an employee retains the freedom of choice whether or not to become or remain a member of the Union. Union dues shall be deducted by the employer from the paycheck of each employee who signs and remits to the employer an authorization form. Such deduction shall be discontinued upon written request of an employee thirty (30) days in advance.

Section 3.2

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

Section 3.3

The total amount deducted each month in accordance with the provisions of this contract will be remitted by the Board together with a list of the employees including their names and addresses from whose wages such deductions have been made, to such individual and Council #4 as shall be specified by AFSCME Council 4. Such remittance shall be made by the last day of the month in which deductions are made.

Section 3.4

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

Section 3.5

The Board shall continue the practice of making a PEOPLE deduction from the pay of all members of the bargaining unit who authorize the deduction. Once authorized, the Board will continue to make the deduction unless and until the bargain unit member provides written notice to the Board that the authorization has been revoked. The Board shall prepare a list of all participating employees upon request of the Union no more than once annually.

ARTICLE IV
SENIORITY AND LAYOFF

Section 4.1

Seniority shall be determined by reference to the length of continuous employment with the Board in positions incorporated within the bargaining unit. Seniority shall be broken if the employee:

- Quits;
- Retires;
- Is discharged for just cause;
- Obtains a leave of absence by false or misleading statements;
- Is absent from work for three (3) consecutive days without giving notice to his supervisor;
- Exceeds a leave of absence without satisfactory explanation;
- Fails to report to work within fourteen (14) calendar days after written notice of recall;
- Accepts employment elsewhere while on leave of absence; or
- Is laid off for a consecutive period equal to his seniority at the time of such layoff, but in no event to exceed one (1) year.

Section 4.2

The Employer shall prepare a list of all employees covered by this Agreement which shall set forth each employee's hiring date, job title, classification and rate of pay and shift on October 1st of each year or upon request, no more than once annually.

Section 4.3

The employer shall provide written notice to the Union President of all personnel changes, including layoff, recall, temporary transfer, promotion, discipline, discharge, voluntary quit, retirement, and new hires when such changes occur.

Section 4.4

- A. In the event of the reduction in the custodian classification, the custodian with the least seniority shall be laid off first.
- B.
 - (1) In the event of a reduction of work in any other classification, the Superintendent or his designee shall determine layoffs in order of seniority, from least to most senior.
 - (2) An employee scheduled for layoff may bump an employee in the same or lower classification if he/she has greater seniority among all of those employees in the bargaining unit and is qualified to perform the work of the employee he/she would bump.
 - (3) The Superintendent or his designee shall notify the Union President of his decision regarding reduction of staff. Information regarding the positions to be affected, the proposed time schedule, and the circumstances which lead to the decision will be provided to the Union President thirty (30) days prior to implementation of the reduction of staff.

- (4) Before any layoff takes place within the bargaining unit, all newly hired probationary employees shall be laid off first and then all part-time employees. A full time employee may bump a part-time employee.

Section 4.5

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

- (A) Failure to respond, by certified mail, return receipt requested, within seven (7) calendar days to notice of a job opening by a person on the recall list shall result in that person being dropped from the recall list.
- (B) An employee who declines an offer of a position shall be dropped from the recall list.
- (C) An employee on the recall list shall be responsible for keeping the Board informed of his current address. Notice of openings will be sent certified mail, return receipt requested, to the most recent address provided by the employee. Returning individuals must return to work within twenty-one (21) calendar days from the date of the mailing of the notification or the date the position becomes open, whichever occurs later.
- (D) If an employee is temporarily ill or disabled and unable to report to work on the day the opening is to be filled, then, he must provide documentation from a medical doctor in order to decline the job offer and still remain on the recall list.

Section 4.6 Layoff/Leave of Absence – Continuous Service

A layoff or leave of absence, including a leave of absence without pay, shall not be considered an interruption in an employee's service and the period of absence shall be counted as part of accumulated service for seniority purposes.

Section 4.7 Probationary Period – Seniority

All new employee(s) shall serve a one-hundred twenty (120) work day probationary period. If, at the termination of such period, the employee is retained by the Board, his seniority shall start from the initial date of hire.

Section 4.8

The elected Local Union's Officers, and the Chief Steward shall have top seniority in the bargaining unit in the event of layoff.

ARTICLE V **VACANCIES**

Section 5.1 Vacancies

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

- (A) When a vacancy exists in a custodian classification, the present bargaining unit members may request, in writing, a transfer to this vacancy within five (5) working days of the posting. In deciding to grant a request for a transfer under this section, consideration shall be given for seniority, experience, qualifications, and job performance.
- (B) Vacancies in all classifications other than the custodian classification shall be filled on the basis of qualification for the position. It is understood that the employer shall conduct a fair and reasonable interview. When qualifications between the candidates are equal, as determined by the Superintendent or his designee:
1. The employee within the bargaining unit shall be given the position.
 2. If the candidates for the position whose qualifications are deemed equal are all from within the bargaining unit, the candidate with the greater length of service shall be given the position.

It is the employer's intention to promote from within the bargaining unit and the employer encourages bargaining unit members to apply. Any employee who accepts an internal transfer may not apply for another transfer for six (6) months from the start of their new position.

Section 5.2 Temporary Vacancies

In the event that management decides to fill a long term absence on the first shift, the following protocol will be used:

- 1) Management will offer the most senior member who works in the same building and is in the same job classification the opportunity to fill the job temporarily. If this member refuses, the next senior member in the same building and with the same job classification will be offered the job. If that member refuses, the job will be filled with temporary help.
- 2) If such senior member accepts the first shift job, he will lose his shift differential for the duration of this assignment.
- 3) If a senior member accepts, his job will be filled by temporary help.
- 4) This will only be applied on a building basis, and the LSM/HB complex will be treated as one building.
- 5) This will only be applied to absences on the first shift.
- 6) Management, at its sole discretion, will decide when the use of temporary help will begin and when it will end.
- 7) When Management decides to end the use of temporary help, the bargaining unit employee will return to his previous shift.

ARTICLE VI

HOURS OF WORK

Section 6.1 – Hours of Employment – All Full Time Employees

The regularly scheduled workday for the 1st shift (beginning no earlier than 6:00 a.m.), 2nd shift (beginning no earlier than 2:00 p.m.), and 3rd shift (beginning no earlier than 10:00 p.m. Sunday evening) shall be eight (8) hours a day (including a paid half hour (1/2) for lunch), Monday through Friday. Starting and finishing hours shall be established at the beginning of each school year based on the particular needs of each school as determined by the Superintendent of Schools or his/her designee. Any changes to these scheduled hours shall be made in accordance with section 6.3.

With respect to the half-hour paid lunch benefit in this contract, the parties agree that employees will be responsible for accomplishing the same quantity of work in a thirty-seven and one half (37 ½) hour work week, plus one half (½) hour paid lunch, that was accomplished in a forty (40) hour work week, plus one half (½) hour unpaid lunch.

All overtime will be determined and approved by the Business Manager and/or his designee.

Since Head Custodians supervise other custodians, they will be assigned to only those shifts that involve supervision of one (1) or more other custodians.

Section 6.2 Summer and School Year Vacation Schedule

Normal working hours during the summer and school year vacation breaks for all buildings are Monday through Friday, eight (8) hours per days (paid one (½) half hour off for lunch) currently scheduled from 6:30 A.M. to 2:30 P.M. in all schools. The employee with the least seniority in each building shall work a later shift, currently scheduled 8:00 A.M. – 4:00 P.M. in the elementary schools and 12:00 P.M.- 8:00 P.M in the middle and high schools unless requested by a more senior employee in the building and shall receive thirty-five (\$.35) cents per hour in addition to his/her base hourly rate.

Section 6.3 New Shift Schedules

If the Superintendent or his designee believes it is necessary to establish new shift schedules, he and the Union President will confer to determine whether mutually satisfactory schedules can be arranged thirty (30) days prior to any new shift schedule being implemented.

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

Section 6.4 Shift Differentials

Any employees who works a shift that commences on or after 2:00 pm shall receive thirty-five (\$.35) cents per hour in addition to his/her base hourly rate. Any employee who works a shift that commences on or after 10:00 pm shall receive sixty (\$.60) cents per hour in addition to his/her base hourly rate. These differentials will be paid for vacation and other paid leave time provided that the leave and/or vacation is taken while the employee is working a shift for which

a differential is required. Effective July 1, 2018, any employee who works a shift that commences on or after 10:00 p.m. shall receive eighty (\$.80) cents per hour in addition to his/her base hourly rate.

Section 6.5 Overtime

Any hours worked by an employee before or after the established eight (8) hour days or in excess of forty (40) hours in any week, shall be paid at a rate of one and one-half (1 ½) times the employee's regular rate of pay.

Employees required to work on a Saturday shall be compensated at one and one-half times (1 ½) their regular rate of pay, and on Sunday shall be compensated at two (2) times their regular rate of pay, provided the employee in question has worked forty (40) hours or taken an approved leave of one day or less in the week immediately following the Saturday and/or Sunday worked. This Saturday and/or Sunday overtime provision does not apply to building checks. The regularly scheduled third shift work (beginning no earlier than 10 pm Sunday evenings) does not receive Sunday overtime compensation

All overtime work shall be distributed equitably among off-duty qualified employees in a rotating manner. Employees shall be given as much advance notice as possible. In the event that overtime is available and the school personnel choose not to take the overtime, it shall be distributed to other off-duty qualified employees in the bargaining unit on a rotating basis by a list of available employees provided by a representative of the bargaining unit. If there are no volunteers, the least senior employee will work it.

Employer records pertaining to assigned overtime work for members of the bargaining unit covered by this Agreement shall be made available to the Union upon request.

Section 6.6 - Call Back Pay

An employee who is called in for work at a time not contiguous to his shift and exclusive of scheduled overtime shall be paid at two and one-half times (2 ½) the employee's regular hourly rate for a minimum of two and one-half (2 ½) hours.

Section 6.7 - Working Crew Leader

The Business Manager or his designee may appoint a working crew leader, as needed, from the maintenance and/or custodial classification, and such working crew leader will be paid one dollar and twenty five cents (\$1.25) an hour in addition to his/her base hourly rate. During the summer months, when the 3rd shift works alternate hours, the working crew leader will not receive the additional compensation. The decision as to when and whether to appoint a temporary working crew leader, and the duration of any such appointment, is a non-mandatory subject of bargaining over which the Board declines to negotiate.

ARTICLE VII HOLIDAYS

Section 7.1

Full time employees shall receive the following paid holidays:

Independence Day (2)	New Year's Day
Labor Day	Presidents' Day
Columbus Day	Good Friday
Veterans' Day	Memorial Day
Thanksgiving Day (2)	Martin Luther King Day
Christmas Day (2)	

These days may be altered if school is in session.

Unless mandated by State or Federal regulations, the following will apply:

When Christmas and New Year's Day occur on a Saturday, the holiday will be observed Friday.
When Christmas and New Year's Day occur on a Sunday, the holiday will be observed on Monday.

Should school be in session on any designated holiday, the Superintendent will substitute an alternative holiday and employees will report to work on what was previously designated a holiday, as a regular work day.

Section 7.2

When a holiday occurs during an employee's vacation, said holiday shall not be charged against the employee's earned vacation time.

Section 7.3

In the event an employee works on a holiday he/she shall be paid one and one-half (1 ½) times his regular hourly rate of pay in addition to being paid for the holiday.

ARTICLE VIII VACATIONS

Section 8.1

Annual vacation leave with pay shall be earned by all full time twelve (12) month employees and taken based on a fiscal year (July 1 through June 30). All full time twelve (12) month employees will earn vacation in one fiscal year and take earned leave in the subsequent fiscal year.

<u>UPON COMPLETION OF*</u>	<u>VACATION TIME</u>
1 through 4 years	2 weeks
5 through 9 years	3 weeks
10 years through 19 years	4 weeks
20 years and over	5 weeks

*Based on date of hire

During an employee's first fiscal year of employment only, vacation time shall be prorated at three quarters ($\frac{3}{4}$) of a day per month. Vacation time earned during the first fiscal year will be taken during the subsequent fiscal year.

Vacation schedules must be submitted no later than four (4) workdays prior to the date of the vacation request and be approved by the Facilities Director and the Superintendent or his designee based on the operational needs of the District.

Unused vacation time will not be carried over from year to year. Should an unusual situation arise an employee may request carry over from the Superintendent or his/her designee. The decision shall be at his/her sole discretion.

Additional remuneration shall not be given in lieu of unused vacation time.

Where any conflicts exist in scheduling requests, seniority shall be the determining factor.

Section 8.2

In the event of death of an employee, payment shall be made for his/her unused accrued vacation leave for that fiscal year at the time of death to his/her spouse, if any, or to his/her estate.

Section 8.3

Any legal or specified holiday occurring during an employee's vacation shall be recorded as a holiday and not as part of vacation.

ARTICLE IX **LEAVES OF ABSENCE**

Section 9.1 – Sick Leave

Beginning July 1st of each year, all full-time bargaining unit employees shall be entitled to fifteen (15) sick leave days per year, which shall accrue at the rate of one and one quarter (1.25) days per month. The unused days of each year shall be cumulative to a maximum of one hundred and eighty (180) days.

Section 9.1.1

The Superintendent or his designee may require a certificate from the employee's treating physician regarding the illness of the employee who has been out ill three (3) or more consecutive days. Pay for any absence shall be subject to the approval of the Superintendent or his designee.

Section 9.2

Sick leave shall continue to accumulate during leaves of absence with pay.

Section 9.3

An employee who has exhausted his accumulated sick leave may request, in writing, an advance of sick leave privileges. If substantiated by a medical certificate, the Superintendent of Schools may advance to such employee sick leave privileges not to exceed one (1) day for each completed year of service. Such advanced sick leave days so granted shall be repayable by the employee from his further earned sick leave accumulation.

Section 9.4

An employee hired before July 1, 2017 who has completed ten (10) years of continuous service of 25 hours per week or more, and terminates employment with the Board in good standing for any reason, shall be paid for all unused sick leave at the rate of \$32.50 per day. In the event of an employee's death, payment of all unused sick leave shall be paid to his/her estate.

Section 9.5 – Workers Compensation

If an employee loses time because of sickness or injury for which he/she is entitled to compensation under the workers' compensation act, he/she will be paid in accordance with applicable state law. An employee shall be advanced eighty percent (80%) of his or her gross pay each week during the period between the date the workers' compensation leave commences and the commencement of payment under the Workers' Compensation Act. Once such payment commences, the employee shall be required to reimburse the Board for the advanced pay.

Section 9.6 – Annual Military Training Leave

Military leave shall be considered as continuous service and shall be so entered upon the Board's records. An employee on annual military training shall be granted a leave of absence with pay, less such sums received for such service, not to exceed fifteen (15) calendar days during any one calendar year, provided he filed with the Superintendent of Schools a copy of his military orders placing him on active military duty.

Section 9.7 – Bereavement Leave

Employees shall have up to five (5) days of paid leave for the death of a family member. Under extenuating circumstances (such as, but not limited to more than one death during the school year or travel) the Superintendent or his/her designee may grant additional paid leave.

Section 9.8 – Union Activities

- A. Two (2) members of Union Negotiating Committee – Leave with pay for all meetings between the Board and Union for purposes of negotiations when meetings take place when members are scheduled to be on duty.

- B. One (1) member of Union Grievance Committee Plus Grievant – Leave with pay for all meetings to process grievance when meetings take place when members are scheduled to be on duty.
- C. Two (2) Union Representatives shall be allowed time off with pay to attend the below mentioned Union functions:

Council 4 Convention
Educational Conferences and Seminars

Total days for the above (C) shall not exceed a total of two (2) days per year.

Section 9.9 – Extended Leave

Any time off without pay may be granted under extenuating circumstances subject to prior approval of Superintendent or his designee. Extended leaves of absence without pay may be granted by the Board of Education upon recommendation of the Superintendent of Schools (excess – twenty (20) working days).

Section 9.10 – Family and Medical Leave

Bargaining Unit Employees shall be entitled to family and medical leave pursuant to the Family & Medical Leave Act of 1993, as revised from time to time. (See Region #10 policy #4118.16)

Section 9.11 – Jury Duty

When an employee is required to serve jury duty, such leave shall not be deducted from any other paid leave provisions covered by this Agreement. The employee shall receive a rate of pay equal to the difference between his/her salary and the jury fee for a period not to exceed twenty-five (25) working days per call.

Section 9.12 – Emergency Leave

One day leave may be used for personal business which requires the attendance of the employee, and which cannot be rescheduled outside of regular work hours. Such leave may not be taken on the day before or day after a school holiday or vacation; except in an emergency.

ARTICLE X **MEDICAL COVERAGE**

Section 10.1 Medical Insurance

1. The District will provide insurance benefits to full-time employees and their eligible dependents on a Board-custodian premium share basis.
 - a. In order to participate in coverage, a custodian shall execute a payroll deduction form and a plan choice from the options in 2.a and 2.b below.

- b. The Business Office shall provide an open enrollment period for adjustment annually between June 1 and June 30. This open enrollment period will meet IRS requirements.
- c. Information on the specific terms and conditions for either of the plans listed below can be found in the certificates offered by each respective carrier.

2. **Employees shall be eligible for:**

- a. The High Deductible Plan (“HDHP”)
 - 1) Employees selecting this plan shall pay sixteen percent (16%) in 2021-2022, seventeen percent (17%) in 2022-2023, and eighteen percent (18%) in 2023-2024 of the Board’s actual premium cost of the deductible plan each year for the duration of this contract.
 - 2) The plan shall have an annual deductible of \$2500/individual and \$5000/2-person or family. Employees shall pay, in addition to the premium cost share set forth above, the full cost of covered procedures, visits, prescriptions and/or items until the applicable deductibles have been met. Certain preventative care visits are excluded from deductible requirements. The HDHP plan will have a RX co-pay of \$5/\$25/\$40, after the annual deductible.
 - 3) The Board shall establish a Health Savings Account (HSA) for eligible employees. The Board shall contribute twenty-five percent (25%) of the applicable deductible for each year of the contract.
- 3. The HDHP/HSA plan contains cost containment requirements. Employees who fail to follow the cost containment procedures will be subject to out-of-pocket expenses.
- 4. Employees may elect to have their medical insurance deduction made in accordance with guidelines of section 125 of the IRS code.
- 5. Waiver of Insurance Coverage

Any employee covered by this contract and eligible for insurance who, at the beginning of the school year, elects in writing not to participate in insurance plans provided by the Board of Education shall receive, in lieu thereof, \$250 if the insurance was single coverage, \$500 if the insurance was for a couple, and \$1,000 if the insurance was for a family.

- a. Payments to be made in December and June of each school year.
- b. The Board reserves the right to limit the number of employees who may elect this option if the group would be reduced to a size that would be charged a higher premium because of the smaller size of the group.
- c. It is understood that this benefit can only be implemented to the extent permitted by the Board’s insurance carrier(s), without any additional cost to the Board.

Section 10.2 – Dental-Individual

1. A full service dental plan plus Rider A (additional Basic Benefits) is provided for employees both under the OAP and HDHP plans. The annual maximum on the dental benefit is \$2,000. Premium cost shares for the medical plan selected by the individual employee also apply to the dental plan.
2. An individual may also purchase family dental coverage. The additional cost of said family dental coverage shall be borne equally by the Board and the individual.
3. The District will provide a copy of the policy outlining specific terms and conditions upon entry into the program.

Section 10.3 – Term Life Insurance

Provided at Board expense for an employee is a fifty thousand dollar (\$50,000) term life insurance plan. An additional life insurance coverage is available to the employee at his or her expense if the employee is deemed eligible by the life insurance carrier up to thirty thousand dollars (\$30,000).

Section 10.4 – Change of Carriers

F. CHANGE OF CARRIERS

1. The Board of Education reserves the right to change any insurance carrier at any time so long as it gives prior notice to the Union and so long as the insurance coverage under the substituted insurance carrier's policy is substantially equivalent to or better than the coverage under the policy then in effect. The substantially equivalent to or better than standard shall be applied on program-wide analysis, including network, and shall not be benefit specific. Once the Union is notified that the Board intends to change insurance carriers, the Union has fifteen (15) days to examine the new insurance carrier's policy.
 - a. If the Union feels that the coverage under the new policy is not substantially equivalent to the policy in effect, it must object to the change, in writing, during that fifteen (15) days.
 - b. If the parties are unable to informally resolve the matter within the following thirty (30) days, an arbitrator with expertise in the field of insurance shall be mutually selected forthwith or, if the parties cannot agree, shall be selected forthwith by the American Arbitration Association.
 1. The arbitrator will be asked to decide the following question: Is the insurance coverage under the substitute insurance carrier's policy substantially equivalent to the insurance coverage under the policy currently in effect?
 2. The arbitrator must render his decision within thirty (30) days. All references herein to days shall mean calendar days. The Board shall pay the full cost charged by the arbitrator and American Arbitration Association.

3. The arbitrator will accept revisions to the initial draft of the substitute insurance carrier's policy up to and including the final day of any hearing held to compare the incumbent insurance carrier's policy with the substituted insurance carrier's policy.
- c. In the situation where a complaint has been lodged by the Union, the Board will not change to the new insurance carrier until an agreement has been reached or until an arbitrator has decided that the insurance coverage under the substitute insurance carrier's policy is substantially equivalent to the insurance coverage under the policy currently in effect.

ARTICLE XI

RETIREMENT PLAN

Section 11.1

1. A defined contribution plan under Section 403(b) shall be available for all eligible unit members. The Regional School District #10 shall contribute five and one-half percent (5.5%) of base salary. No contribution will be required of participating employees.
2. The plan will be changed to a seven (7) year vesting schedule.
3. Both sides are free to consult with pension consultants at their own cost.

ARTICLE XII

BULLETIN BOARDS

Section 12.1

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

ARTICLE XIII
RATES OF PAY

Section 13.1

Wage rates for each year together with established job title classifications are set forth below:

Classifications	Hire Rate Step 1	Job Rate 121st Work Day
<u>July 1, 2021 (2.50% increase)</u>		
Custodians	\$ 21.08	\$ 24.88
District wide Custodian/Grounds	\$ 21.08	\$ 26.16
Day Coordinator	\$ 28.51	\$ 28.51
Lead Custodian	\$ 31.78	\$ 31.78
Head Custodian	\$ 28.51	\$ 28.51
Maintenance Level B	\$ 28.51	\$ 28.51
Groundskeeper	\$ 28.51	\$ 28.51
Maintenance Level A	\$ 29.83	\$ 29.83
Preventative Maintenance Technician	\$ 31.78	\$ 31.78
<u>July 1, 2022 (2.50% increase)</u>		
Custodians	\$ 21.61	\$ 25.50
District wide Custodian/Grounds	\$ 21.61	\$ 26.81
Day Coordinator	\$ 29.22	\$ 29.22
Lead Custodian	\$ 32.57	\$ 32.57
Head Custodian	\$ 29.22	\$ 29.22
Maintenance Level B	\$ 29.22	\$ 29.22
Groundskeeper	\$ 29.22	\$ 29.22
Maintenance Level A	\$ 30.57	\$ 30.57
Preventative Maintenance Technician	\$ 32.57	\$ 32.57
<u>July 1, 2023 (2.50% increase)</u>		
Custodians	\$ 22.15	\$ 26.14
District wide Custodian/Grounds	\$ 22.15	\$ 27.48
Day Coordinator	\$ 29.95	\$ 29.95
Lead Custodian	\$ 33.38	\$ 33.38
Head Custodian	\$ 29.95	\$ 29.95
Maintenance Level B	\$ 29.95	\$ 29.95
Groundskeeper	\$ 29.95	\$ 29.95
Maintenance Level A	\$ 31.34	\$ 31.34
Preventative Maintenance Technician	\$ 33.38	\$ 33.38

In the event that the day coordinators and head custodians are absent (for any reason) from their normally scheduled work hours or shift, the next senior custodian willing to assume the responsibilities and will receive the rate of pay for that position beginning on the 3rd consecutive day of that absence for the duration of the absence.

Section 13.2 – Longevity

Annually each July 1st, longevity payments will be made to employees who have been continuously employed in Region #10 for a minimum of five (5) years. The schedule of payments is as follows:

July 1

After 5 years	\$650
After 10 years	700
After 15 years	750
After 20 years	850

Employee hired after June 30, 2017 will no longer be eligible for this benefit.

ARTICLE XIV
DISCIPLINARY PROCEDURE

Section 14.1

Warnings, disciplinary actions or discharge shall not be imposed except for just cause. The employee and the Union will be given written notification of any proposed disciplinary action.

ARTICLE XV
GRIEVANCE PROCEDURE

Section 15.1

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

Section 15.2

A grievance is defined as a complaint by an employee or group of employees that as to him/her there has been a violation, misinterpretation or misapplication of a specific provision of this contract.

Section 15.3

No grievance may be filed after twenty (20) calendar days of the event giving rise to it or after twenty (20) calendar days after the employee or the Union knew or should have known of such event.

STEP ONE

Any employee who has a grievance shall first discuss the matter informally with the Business Manager or his or her designee, who shall use his or her best efforts to resolve the dispute. The time between the occurrence giving rise to the grievance and the date of the informal discussion shall be deducted from the twenty (20) days for the filing of the grievance set forth in Section 15.3.

STEP TWO

Any employee who has a grievance shall reduce the grievance to writing and submit it to the Business Manager or his designee, within the time limit specified above. The Business Manager or his designee shall meet with all parties concerned within fourteen (14) calendar days of his receipt of the grievance and his decision shall be submitted in writing to the aggrieved employee and his representative, if he is represented, within fourteen (14) calendar days following the meeting.

Any employee who has a grievance shall reduce the grievance to writing and submit it to the Business Manager or his designee, within the time limit specified above. The Business Manager or his designee shall meet with all parties concerned within fourteen (14) calendar days of his receipt of the grievance and his decision shall be submitted in writing to the aggrieved employee

and his representative, if he is represented, within fourteen (14) calendar days following the meeting.

STEP THREE

If the employee and his representative are not satisfied with the decision rendered by the Business Manager, the Union may submit the grievance in writing to the Superintendent or his designee within fourteen (14) calendar days after the decision in Step Two. The Superintendent or his designee shall meet with all parties concerned and the Council #4 Staff Representative within twenty (20) calendar days of his receipt of the grievance and the Superintendent or his designee shall render his decision in writing to the employee and the Union within fourteen (14) calendar days of the meeting.

STEP FOUR

If the employee and his representative are not satisfied with the decision rendered by the Superintendent or his designee, the Union may submit the grievance in writing to the Board of Education within fourteen (14) calendar days after the decision in Step Three. The Board of Education shall meet with all parties concerned within thirty (30) calendar days of its receipt of the grievance and the Board of Education shall render its decision in writing to the employee and the Union within thirty (30) calendar days of the meeting.

STEP FIVE

If the grievance shall not have been disposed of to the satisfaction of the aggrieved, either the Board or the Union, within thirty (30) calendar days after the decision in Step Four, may submit it to the Connecticut State Board of Mediation and Arbitration, and the decision rendered by such Arbitrator shall be final and binding upon the parties. Either the Board or the Union may elect to submit the matter to the American Arbitration Association. If so, said party shall pay the full cost of the arbitration.

Section 15.4

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

ARTICLE XVI

NO STRIKE – NO LOCKOUT

Section 16.1

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

ARTICLE XVII
SAVINGS CLAUSE

Section 17.1

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

ARTICLE XVIII
MISCELLANEOUS

Section 18.1

The Board shall provide each present employee and each new employee, when hired, with a copy of this Agreement. Thirty (30) days after the signing of a new Agreement, the Board shall furnish each employee with a copy.

Section 18.2

Early dismissal: Employees will be allowed to leave early without loss of pay because of bad weather and paid for lost time only when so authorized by the Business Manager or his designee.

Section 18.3

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

Section 18.4

Each employee in the bargaining unit will be provided with seven (7) shirts to be worn during the school year or at scheduled events. Such shirts will be replaced at the discretion of the Business Manager or his/her designee.

ARTICLE XIX
DURATION

Section 19.1

This agreement shall be effective as of July 1, 2021, and shall remain in full force and effect through June 30, 2024. This Agreement shall remain in full force and effect during the period of negotiations. All previous side letters of agreement, unless attached, are null and void.

IN WITNESS THEREOF, the parties have caused their names to be signed on this ____ Day of _____, **2021**

FOR REGIONAL SCHOOL
DISTRICT #10

FOR LOCAL 1303-081 OF COUNCIL 4,
AFSCME, AFL-CIO

Its Chairman
John Vecchitto

Its President
William Blouin

Its Superintendent of Schools
Howard Thiery

Its Staff Representative
Chuck Paris
Council 4, AFSCME, AFL-CIO, CLC