

AGREEMENT

between the

MADISON BOARD OF EDUCATION

And

TEAMSTERS LOCAL 443

AFFILIATED WITH THE

INTERNATIONAL BROTHERHOOD OF

TEAMSTERS

July 1, 2024 through June 30, 2027

TABLE OF CONTENTS

ARTICLE 1 - RECOGNITION..... 3  
ARTICLE 2 - UNION SECURITY ..... 3  
ARTICLE 3 - CHECK OFF.....3  
ARTICLE 4 - MANAGEMENT RIGHTS ..... 4  
ARTICLE 5 – STEWARDS ..... 4  
ARTICLE 6 – DISCHARGE OR SUSPENSION..... 5  
ARTICLE 7 – GRIEVANCE PROCEDURE ..... 5  
ARTICLE 8 – SENIORITY ..... 6  
ARTICLE 9 – HOURS OF WORK, OVERTIME, AND WAGES..... 7  
ARTICLE 10 – HOLIDAYS ..... 8  
ARTICLE 11 – VACATIONS ..... 8  
ARTICLE 12 – FUNERAL LEAVE ..... 10  
ARTICLE 13 – SICK LEAVE AND PERSONAL LEAVE..... 10  
ARTICLE 14 – HEALTH AND WELFARE ..... 10  
ARTICLE 15 – PENSIONS ..... 13  
ARTICLE 16 – MISCELLANEOUS ..... 15  
ARTICLE 17 – LONGEVITY ..... 16  
ARTICLE 18 – AMENDMENT ..... 16  
ARTICLE 19 – DURATION ..... 16  
APPENDIX A / WAGE SCHEDULE ..... 18  
REQUEST FOR FLOATING HOLIDAY OPTION..... 21  
PENSION WITHDRAWAL AGREEMENT ..... 22  
PENSION REENTRY AGREEMENT ..... 25

THIS AGREEMENT is entered into by and between the MADISON BOARD OF EDUCATION, hereinafter referred to as the Employer and the TEAMSTERS LOCAL UNION #443, hereinafter referred to as the Union, affiliated with the International Brotherhood of Teamsters and shall be binding on both parties hereto, their successors and assigns until terminated or amended as hereinafter provided.

## **ARTICLE 1 - RECOGNITION**

The Employer recognizes and acknowledges that the Union is the sole and exclusive representative for the purposes of collective bargaining of all employees in the bargaining unit certified by the Connecticut Board of Labor Relations on October 16, 1979.

## **ARTICLE 2 - UNION SECURITY**

All present employees of the bargaining unit who are members of the Union on the effective date of this Agreement may remain members of the Union in good standing by the payment of their regular monthly dues on or before the last day of each month. All future employees subsequently hired or transferred into the bargaining unit may become members of the Union in good standing by the payment of the required initiation fees and regular monthly dues of the Union on the thirty-first (31<sup>st</sup>) day of employment in the bargaining unit. In addition to the dues required for membership pursuant to the Union's constitution, members of the Union shall also submit payment to the Union of Administrative dues in the amount of five cents (\$0.05) per hour for each hour worked, or paid, not to exceed two dollars (\$2.00) per week. This obligation commences on the 31<sup>st</sup> day following the employee's date of hire.

## **ARTICLE 3 – CHECK OFF**

- A. Subject to applicable law, for all employees who submit a signed, dated check-off authorization card, the Board of Education agrees to deduct from the pay of all members of the union the Union membership dues and fees uniformly required, ("Dues") and agrees to remit to said Local Union all such Dues deductions taken from the first (1<sup>st</sup>) payroll period each month and remit to the Local Union by the second (2<sup>nd</sup>) payroll period each month along with a list of the employees from whom such deductions have been made and the amount deducted. The Board of Education shall have no obligation and shall not be responsible for remitting payment of an employee's Dues if the employee is on check-off and is not on the payroll during the week in which the deduction is to be made or has no earnings or insufficient earnings during that week or is on leave of absence or workers' compensation.

Where an employee is on check-off and is not on the payroll during the week in which the deduction is to be made or has no earnings or insufficient earnings during that week or is on leave of absence or workers' compensation, it shall be the responsibility of the employee to pay the employee's Dues and the employee must make arrangements with the Local Union to pay such Dues in advance. The Local Union agrees to refund to the employee any monies found to have been erroneously or improperly deducted.

B. Credit Union

The Employer shall deduct specific amounts each week from the wages of any employee who shall have given the Employer written authorization to make such deductions. The amount so deducted shall be remitted to the New England Teamsters Federal Credit Union once each month. The Employer shall make deductions and shall not be responsible for remittance to the Credit Union for any deductions for those weeks during which the employee has no earnings or in those weeks in which the employee's net earnings after other deductions shall be less than the amount authorized for deduction.

C. DRIVE

The Employer agrees to deduct bi-weekly from the wage of employees covered by this Agreement who execute an appropriate voluntary check-off authorization form to the Democrat, Republican, Independent Voter Education (DRIVE) Chapter, the amount specified in the check-off authorization form signed and dated by the employee. The deduction shall continue for the life of this Agreement and any renewals and/or extensions thereof for each employee who signs the check-off authorization, unless the employee revokes the authorization in writing. The Employer agrees that the amounts so deducted shall be remitted bi-weekly to the appropriate DRIVE chapter.

D. The Union agrees to indemnify and hold the Board of Education harmless from and against any and all legal claims, demands, suits or other forms of liability, including the Board's reasonable attorney's fees that may arise out of or by reason of action taken by the Board of Education for the purpose of defending against a legal challenge to the above.

#### **ARTICLE 4 - MANAGEMENT RIGHTS**

Except as otherwise provided in this Agreement, nothing in this Agreement shall be deemed to limit the Employer in any way in the exercise of the regular and customary functions of management including, among other things, the direction of the working forces; the establishing of methods of operation, the promotion and demotion of employees; the right to hire, and to warn, suspend, or discharge for just cause; the right to transfer or relieve from duty because of lack of work; the right to determine from time to time the number of hours worked per day and per week; and the right to establish and enforce reasonable rules and regulations applicable to all employees.

#### **ARTICLE 5 – STEWARDS**

The Employer recognizes the right of the Union to designate stewards and alternates.

Stewards shall be permitted a reasonable amount of time to investigate, present, and process grievances on or off the property of the Employer, without loss of time or pay. Such time spent in handling grievances shall be considered working hours in computing daily and/or weekly overtime. Stewards shall be granted super-seniority, for all purposes including layoff.

## ARTICLE 6 – DISCHARGE OR SUSPENSION

- A. The Employer shall not discipline, discharge or suspend any employee without just cause. In all cases involving the discipline, discharge or suspension of an employee, the Employer must immediately notify the employee in writing of this discipline, discharge or suspension and the reason therefore. Such written notice shall also be given to the Steward, and a copy mailed to the Union, within one (1) working day from the time of the discipline, discharge or suspension.
- B. Any employee discharged must be paid in full for all wages owed him by the Employer, including vacation pay.
- C. A discharged or suspended employee must advise his Union in writing, within two (2) working days after receiving notification of such action against him, of his intention to appeal the discharge or suspension. Notice of appeal from discharge or suspension must be made to the Employer in writing within five (5) days from the date of discharge or suspension.

## ARTICLE 7 – GRIEVANCE PROCEDURE

- A. A grievance is defined to be any controversy, complaint, misunderstanding, or dispute of an interpretation arising under the provision(s) of the agreement.
- B. Any grievance arising between the Employer and the Union or an employee represented by the Union shall be settled in the following manner:
  - Step 1           The aggrieved employee or employees must present the grievance to the Steward within five (5) working days after the reason for the grievance has occurred. If a satisfactory settlement is not effected with the supervisor within three (3) working days, the Steward and employee shall submit such grievance in writing to the Union's Business Representative.
  - Step 2           The Business Representative shall within five (5) days take the matter up with a representative of the Employer with authority to act upon such grievance. A decision must be made within five (5) working days.
  - Step 3           If no satisfactory settlement can be agreed upon, the parties shall select a mutually agreeable and impartial Arbitrator within five (5) days after disagreement. In the event they are unable to so agree, the matter shall be referred to the Connecticut State Board of Mediation and Arbitration the next day. The expense of the Arbitrator selected or appointed shall be borne equally by the Employer and the Union.
- C. The Arbitrator shall not have the authority to amend or modify this Agreement or establish new terms or conditions under this Agreement. In the event the position of the Union is sustained, the aggrieved party shall be entitled to all benefits of the Agreement which would have accrued to him had there been no grievance, except that any award to back pay

shall not include any period more than thirty (30) days prior to the filing of the grievance with the Employer.

- D. The decision of the Arbitrator is final and binding. If the Employer fails to comply with the award of the Arbitrator or with the procedures of this Article, the Union has a right to take all legal actions to enforce compliance; otherwise, there shall be no strikes, sympathy strikes, slowdowns, or stoppages of work by any employees or by the Union, and no lockouts by the Employer.

#### **ARTICLE 8 – SENIORITY**

- A. Seniority shall be defined as the period of employment with the Employer in the work covered by this Agreement.
- B. All new employees shall work under the provisions of this Agreement, but for the first 150 days of employment they may be dismissed for any reason without protest by the Union or by the Employee. However, the Employer may not discharge or discipline for the purpose of evading this Agreement or discriminating against Union members. After the trial period, they shall be placed on the seniority list as a regular employee in accordance with their date of hire. In case of discipline within the trial period, the Employer shall notify the Union in writing.
- C. Preference shall be given to employees older in service and in order of their seniority to the work available, provided that such employees are available at such time as the work is assigned and are qualified to perform the work required, except that for overtime work, employees at the school involved shall be given first preference, regardless of seniority.
- D. Employees, in order of their seniority, shall have preference over junior employees:
1. In filling of vacancies and job opportunities in the working schedule.
  2. To work opportunity in the event of layoff for lack of work, including bumping rights consistent with Section C, above, in the event of layoff for lack of work.
  3. In recall to work after layoff. Any employee who has been laid off will be entitled to be placed on a recall list for eighteen (18) months from the date of layoff.
  4. In selection of vacations from the vacation schedule.
- E. Seniority shall be broken only by:
1. Discharge.

2. Voluntary quit.
  3. Failure to respond to a notice of recall for regular work seven (7) consecutive days after receiving notice, or by mutual agreement.
  4. Unauthorized failure to report for three (3) consecutive days when working and on seniority list.
- F. Any employee who is absent because of proven illness or injury shall maintain his seniority.
- G. Any job opening shall be posted on the Board's website for five (5) working days and shall be awarded to any qualified employee who bids for such job, according to seniority. An email copy of the posting and/or the link to the posting will be sent to the Union Steward as well.
- H. Overtime work within each school shall be given on a rotating basis going through all employees starting with the most senior employee. After each overtime occurrence, the next overtime work will go to the next senior employee in line.

#### **ARTICLE 9 – HOURS OF WORK, OVERTIME, AND WAGES**

- A. All time worked in excess of forty (40) hours per week shall be paid for as overtime at one and one-half times the employee's normal rate, except that overtime work resulting from the use of a school by a non-school-related organization shall be paid for at one and one-half times the normal rate. A Town Board of the Town Hall shall be considered to be a school-related organization for this purpose. All paid time shall be counted as hours worked toward forty (40) hours. However, if an employee "books off" on a Friday before a scheduled Saturday overtime assignment, said employee shall not be eligible for an overtime assignment unless proper medical documentation is produced upon request of the Director of Facilities or an approved day has been properly documented.
- B. Employees called in to work outside of and not contiguous to his regular schedule of hours shall be paid at least four (4) hours pay. Employees called in to work on Saturday or Sunday shall be paid at time and one-half for a minimum of four (4) hours.

The first four (4) hours of overtime worked on Saturdays, Sundays and holidays shall be paid at one and one-half times the employee's hourly rate, with a minimum of four hours paid for each day. The rate of overtime pay shall increase to double the employee's hourly rate after the completion of the fourth work hour on each Saturday, Sunday and/or holiday.

- C. The wage rates and classification which shall be effective during the term of this Agreement are as set forth in Appendix A.

- D. Any employee accepting a temporary position as appointed by the Director of Facilities in writing shall be paid any applicable differential for said position.

**ARTICLE 10 – HOLIDAYS**

- A. The following shall be recognized as paid holidays, and all employees shall be paid eight (8) hours straight time pay for:

Independence Day	New Year’s Eve
Labor Day	New Year’s Day
Thanksgiving Day	Martin Luther King Day
Friday After Thanksgiving	President’s Day
Good Friday	Memorial Day
Christmas Eve	
Christmas Day	Three Floating Holidays

- B. If Christmas and New Year’s Day fall on a Thursday, the paid holidays will be the day after Christmas and the day after New Year’s Day rather than the day before. Employees who request Veterans Day as a Floating Holiday or Personal Day will have the day approved by the Director of Facilities in order of Seniority up to a total of five (5) requests granted.
- C. Employees using floating holidays and or personal days will provide as much notice as possible for prior approval. The Director of Facilities or designee will not unreasonably deny use of such holidays or personal days.
- D. No holidays will be carried over from year to year. Employees may have up to a total of two personal days and three floating holidays paid out to them if they are not used by June 30<sup>th</sup> each year. Payment will be made after the close of the fiscal year through normal payroll.
- E. Employees will receive payment for unused Floating Holidays upon Retirement.

**ARTICLE 11 – VACATIONS**

- A. Each employee hired prior to July 1, 2012 who works at least six (6) hours per day and at least 260 days per year shall be entitled to vacation with pay as of July 1<sup>st</sup> of each year according to the following schedule:

<u>Years for Vacation</u>	<u>Work Year</u>
1.....	10 days
2.....	10 days
3.....	10 days
4.....	10 days



5.....	15 days
6.....	15 days
7.....	16 days
8.....	16 days
9.....	17 days
10.....	17 days
11.....	18 days
12.....	18 days
13.....	19 days
14.....	19 days
15.....	20 days

Each employee hired on or after July 1, 2012 and who works at least six (6) hours per day and at least 260 days per year shall be entitled to vacation with pay as of July 1<sup>st</sup> of each year according to the following schedule:

<b>Years for Vacation:</b>	<b>Work Year:</b>
1-8 Years	10 days
9-15 Years	15 days
15+ Years	20 days

Each employee with less than one (1) year of employment as of July 1<sup>st</sup> shall receive five-sixths (5/6) of one day vacation for each full calendar month of employment.

- B. A vacation request schedule must be posted no later than July 1 of each year. Vacation time must be taken during school vacations, except as noted below. This vacation time shall be granted based on seniority. Vacation time will be approved at the discretion of the Director of Facilities or designee.
- C. Upon retirement, an employee shall be paid pro rata for any unused earned vacation time.
- D. Employees who earn 20+ vacation days per year can take up to 10 vacation days during the school year and the remainder during school vacations. Employees who earn between 15 and 19 vacation days per year can take up to 8 days' vacation during the school year and the remainder during school vacations. Employees who earn 10 vacation days or less can take up to 50% of their vacation days during the school year and the remainder during school vacations. All employees are subject to a use it or lose it policy by the end of the fiscal year.

## **ARTICLE 12 – FUNERAL LEAVE**

Each employee shall receive up to five (5) days funeral leave with pay for the death of a spouse, parent, child, brother, or sister; up to three (3) days for mother-in-law or father-in-law and one (1) day to attend the funeral of an aunt, uncle, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparent or grandchild.

## **ARTICLE 13 – SICK LEAVE AND PERSONAL LEAVE**

- A. Each employee hired prior to July 1, 2003 shall be entitled to fifteen sick days per year, cumulative to 180.
- B. Employees hired on or after July 1, 2003, shall be entitled to ten sick days per year, cumulative to 180. Employees hired on or after July 1, 2012 shall be entitled to ten (10) sick days per year cumulative to one hundred and twenty (120) days.
- C. Employees hired prior to July 1, 2012 shall be entitled to two (2) paid personal days per year. Employees hired on or after July 1, 2012 shall be entitled to one (1) paid personal day per year for the first two (2) years of employment, and two (2) paid personal days per year thereafter. All requests for personal days must be made with as much notice as possible prior to the requested day. Requests will be approved in the order of the date the request was submitted and by seniority; however, management reserves the right to limit the number of approved requests for a specific day.
- D. The Board shall pay each employee receiving workers' compensation payments the difference between such payments and his regular pay, for a period of three (3) months. Thereafter, the employee may elect to utilize accrued sick leave to supplement such payments, up the amount of his regular pay.
- E. This section will be construed consistent with the federal Family and Medical Leave Act of 1993.

## **ARTICLE 14 – HEALTH AND WELFARE**

This article contains summaries and descriptions of various insurance benefits. It is agreed and understood by the parties that the insurance descriptions contained in this Agreement are descriptive only and are not insurance policies. All questions and issues concerning insurance coverage and related matters shall be determined by reference to the actual insurance policy documents issued or possessed by the insurers. In the event of error or misstatement in this Agreement, the policies shall always prevail.

**A. Eligibility**

All regular and eligible probationary full-time forty (40) hour per week employees shall be eligible for benefits as provided in Article 13, Section B.

**B. Insurance Benefits**

1. Group Term Life Insurance: Fifty-thousand (\$50,000).
2. Group Medical Insurance: The Madison Board of Education shall provide benefit-eligible employees with a High Deductible Health Plan with Health Savings Account (HDHP/HSA) or equivalent, as described below as Plan A. Benefit eligible employees not eligible to participate in the HSA (for example due to Medicare/VA eligibility or coverage under another medical insurance plan), may continue in the HDHP without any Board contribution into the HSA. However, the HDHP premium cost share shall be reduced by the dollar value of what the Board would otherwise have contributed into the HSA, but not to exceed the dollar value of the premium cost share.

For this purpose, the term equivalent means substantially similar in overall coverage and benefits when the old and new plans are compared, notwithstanding that there may be differences and disparities in particular individual coverage and benefit levels. The Union will be consulted regarding any proposed insurance carrier change at least sixty (60) days before implementation. Any dispute regarding equivalency shall be resolved through the grievance procedures at the arbitration level, prior to the implementation of any such change. If the bargaining unit wishes to arbitrate the implementation of any such change of carrier, notice to do so must be given to the Board of Education and American Arbitration Association within ten (10) days of the notification. Any such arbitration shall be expedited.

Plan A: The Board of Education will provide the benefit eligible employees with a High Deductible Health Plan/Health Savings Account with the following provisions:

- \$2000/\$4000 combined in/out annual deductible
- 100% in-network / 70% out-of-network coverage following satisfaction of the deductible
- 100% preventive care
- Post-deduction RX co-pays of \$10/\$25/\$40, mandatory generic substitution, 2x mail
- Managed Rx, AIM and Orthonet
- Employee premium cost share: Year 1 – 19.5%; Year 2 – 20.0%; Year 3 – 20.5%

- The Board shall contribute 50% of the annual deductible (\$1000 or \$2000) into the employee’s HSA with 50% of said contribution payable on September 1 and 50% payable on March 1, annually
  - Upon retirement or other separation from employment, the Board no longer contributes to the HSA
3. Group Dental Insurance: Full-Service Dental Plan with Rider A and C for individual only. Employees opting to cover dependents shall pay the full cost of dental coverage for either 2-person or family coverage.
4. Premium Share – All Coverages:

	<b>Life</b>	<b>Medical</b>	<b>Dental <i>Individual Only</i></b>
7/1/2024	0%	19.5%	19.5%
7/1/2025	0%	20.0%	20.0%
7/1/2026	0%	20.5%	20.5%

5. Section 125: The Board shall provide a Section 125 Premium Only Plan.
6. Non-Participation Option: Any employee hired prior to 7/1/24 who, during the open enrollment period, elects in writing not to participate in the medical and dental insurance plans listed above shall receive, in lieu thereof, payment of \$700.00 if they are eligible and qualified to participate as an individual only or \$900.00 if they are eligible and qualified to receive Board-paid insurance benefits for employee plus one dependent or \$1,200.00 if they are eligible and qualified to receive Board-paid insurance benefits for family. Such payment shall be made in two (2) equal installments in the second pay period in December and the second pay period in June. Employees hired after the open enrollment period electing not to participate in the insurance program shall receive a pro-rated payment in lieu of benefits.

This non-participation option is only available to employees who are covered by alternative employment-based health insurance coverage elsewhere. This non-participation option is not available to any employee whose alternative coverage is or becomes a pre-existing condition insurance plan, high risk pool or insurance exchange, such that or as to whom the non-participation option in the Board’s plan will expose the Board to any liability for reimbursement or payment of insurance claims to such PCIP, high risk pool or insurance exchange.

Any employee who loses said alternative employment-based health insurance coverage due to unforeseen circumstances and/or change of status such as, but not limited to loss of said insurance by his/her spouse, divorce

and/or death of said spouse, etc., may re-enroll in the Board provided insurance notwithstanding such occurs at a time other than open enrollment.

Retiree Option: Members of the union retiring before July 1, 2018 under the provisions of the Pension Plan may be continued in the Medical and Dental Insurance Group Plans of the Board of Education at member's expense, but at the Board of Education group rate. The premiums of such coverage shall be borne by the retiring member, until eligible for Medicare Part A, by reimbursement of such cost to the Board of Education.

In the event that a health insurance excise or other tax is triggered at any time during the life of this collective bargaining agreement, any employee enrolled in the plan subject to said tax shall reimburse the Board, by surcharge to his/her premium cost share, the total amount of tax imposed on the Board of Education for each said year that said tax is imposed.

## ARTICLE 15 – PENSIONS

This Pension Article shall supersede and prevail over any other inconsistent provisions or articles contained within this agreement.

- A. Commencing from the first day of July, 2012, and for the duration of the current collective bargaining agreement between the Union and the Madison Board of Education, the Employer, and any renewals or extensions thereof, the Employer agrees to make payments as a New Employer to the New England Teamsters and Trucking Industry Pension Fund, as amended on May 27, 2010 and December 21, 2011, for each and every employee performing work within the scope of and/or covered by this collective bargaining agreement, whether such employee is a regular, probationary, temporary or casual employee, irrespective of his status as a member or non-member of the Union, from the first hour of employment subject to this collective bargaining agreement as set forth below.

Commencing July 1, 2024, each hour or portion thereof figured to the nearest quarter for which an employee receives pay or for which pay is due, the Madison Board of Education agrees to make a contribution of \$4.00 per hour, but not more than forty (40) times the contribution rate per week for any one employee, to the New England Teamsters and Trucking Industry Pension Fund.

Commencing July 1, 2025, for each hour or portion thereof figured to the nearest quarter for which an employee receives pay or for which pay is due, the Madison Board of Education agrees to make a contribution of \$4.15 per hour, but not more than forty (40) times the contribution rate per week for any one employee, to the New England Teamsters and Trucking Industry Pension Fund as a New Employer.

Commencing July 1, 2026, for each hour or portion thereof figured to the nearest quarter for which an employee receives pay or for which pay is due, the Madison Board of Education agrees to make a contribution of \$4.30 per hour, but no more than forty (40) times the contribution rate per week for any one employee, to the New England Teamsters and Trucking Industry Pension Fund as a New Employer.

- B. For the purposes of this section, each hour for which wages are paid or due, or any portion thereof, figured to the nearest quarter hour, as well as hours of paid vacation, paid holidays and other hours for which pay is due or received by the employee, shall be counted as hours for which contributions are payable. In computing the maximum amount due any week, there shall be no daily limit on the number of hours for any one day in such week, whether such hours are performed on straight time or overtime rates, but payments shall be made at the amount set forth above.
- C. If a regular employee (as defined in the collective bargaining agreement) is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks, for forty (40) hours per week. If an employee is injured on the job, the Employer shall continue to pay the required contributions at the rate of forty (40) hours per week. If an employee is injured on the job, the Employer shall continue to pay the required contributions at the rate of forty (40) hours for each such week until the employee returns to work; however, such contributions of forty (40) hours shall not be paid for a period of more than twelve (12) months.
- D. The Employer agrees to and has executed a copy of the New England Teamsters and Trucking Industry Pension Fund Agreement and Declaration of Trust dated April 11, 1958, and accepts such Agreement and Declaration of Trust, as amended, and ratifies the selection of the Employer Trustees now or hereafter serving such, and all action heretofore or hereafter taken by them within the scope of their authority under such Agreement and Declaration of Trust: except that the Employer does not agree to accept or ratify any action taken by the Trustees that would in any regard compromise, eliminate, reduce or otherwise negatively impact the protections afforded to the Employer as a "New Employer" provided in the attached Withdrawal and Reentry Agreements dated October 15, 2012.
- E. It is also agreed that all contributions shall be made at such time and in such manner as the Trustees shall reasonably require; and the Trustees shall have the authority to have an audit of the payroll and wage records of the Employer for all employees performing work within the scope and/or covered by this collective bargaining agreement for the purpose of determining the accuracy of contributions to the Pension Fund and adherence to the requirements of this section of the collective bargaining agreement regarding coverage and contributions, such audit may, at the option of the Trustees, be conducted by an independent certified public accountant or a certified public accountant employed by the New England Teamsters and Trucking Industry Pension Fund.
- F. Nor oral or written modification of this section regarding pensions and retirement shall be made by the Union or the Employer and, if made, such modification shall not be binding upon the employees performing work within the scope of this collective bargaining agreement and covered by this section or upon the Trustees of the New England Teamsters and Trucking Pension Fund.

If the Employer shall fail to make contributions to the Pension Fund by the twentieth (20) day of the month following the month during which the employees performed work or received pay or were due pay within the scope of this collective bargaining agreement, up to and including the last completed payroll period in the month for which contributions

must be paid, or if the Employer, having been notified that its contributions to the Fund have been underreported and/or underpaid, fails within twenty (20) days after such notification to make any required self-audit and/or contributions found to be due, the Union shall have the right, after an appropriate seventy-two (72) hour notice to the Employer, to take whatever steps it deems necessary to secure compliance with this Agreement, any provision of this collective bargaining agreement to the contrary notwithstanding, and the Employer shall be responsible to the employee for losses resulting there from. Also, the Employer shall be liable to the Trustees for all costs of collecting the payments due together with attorneys' fees and such interest, liquidated damages or penalties which the Trustees may assess or establish in their discretion. The Employer's liability for payment hereunder shall not be subject to the grievance procedure and/or arbitration if such is provided in this Agreement.

It is understood and agreed that once a payment or payments are referred to an attorney for collection by the Trustees of the New England Teamsters and Trucking Industry Pension Fund and/or Union, the Union, and its business agents or chief executive officer shall have no right to modify, reduce or forgive the Employer with respect to its liability for unpaid contributions, interest, liquidated damages, or penalty as may be established or assessed by the Trustees in their discretion against delinquent Employers.

- G. The Withdrawal and Reentry Agreements dated October 15, 2012 are attached and made a part of this Collective Bargaining Agreement.

#### **ARTICLE 16 – MISCELLANEOUS**

- A. An authorized representative of the Union may visit any school for the purpose of investigating grievances or problems, by prior arrangement with the Director of Facilities.
- B. Each employee shall be assigned a regular meal period, subject only to emergencies. Evening and graveyard shift employees shall be paid for the meal period.
- C. Each employee shall report promptly to his supervisor any defective equipment or damage to school property.
- D. Each employee shall complete and submit time slips required.
- E. Each employee's work performance may be evaluated at the end of his probationary period and at regular intervals thereafter.
- F. The Employer may require physical examinations from time to time, to be paid by the Employer.
- G. Non-bargaining unit persons may continue to perform reasonable amounts of bargaining unit work.
- H. The Employer and the Union will comply with all state and federal laws concerning various kinds of discrimination.

- I. Uniforms provided by The Madison Public Schools will be worn by all custodial and maintenance staff all year long.
- J. Any practice by which employees receive food from the school cafeterias at no cost is hereby discontinued.
- K. The Board will issue a picture ID identifying each member of the bargaining unit as a Madison Public Schools essential employee.

**ARTICLE 17 – LONGEVITY**

All eligible employees shall receive in a lump sum payment, on or about the last payday in January, longevity payment in the following amounts based on a calculation of their continuous service in the preceding calendar year ending on December 31:

- A. Employees with ten or more years of continuous service, but less than fifteen, shall receive \$500.
- B. Employees with fifteen or more years of continuous service, but less than twenty, shall receive \$600.
- C. Employees with twenty or more years of continuous services shall receive \$700.
- D. Employees with thirty or more years of continuous service shall receive \$800.

**ARTICLE 18 – AMENDMENT**

This Agreement may be amended at any time by mutual agreement in writing between the Employer and the Union.

**ARTICLE 19 – DURATION**


This Agreement is effective, retroactive to July 1, 2024, and shall remain in effect until June 30, 2027, subject to the provisions of Section 7-475 of the Connecticut General Statutes.

IN WITNESS WHEREOF, the parties have caused their names to be signed this 12th day of August, 2024.

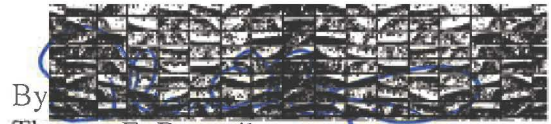
**Madison Board of Education**

By:   
 Seth Klaskin  
 Title: Chairperson

**Teamsters Local Union, #443**

By:   
 Salvatore J. Abate  
 Title: Treasurer





By  
Thomas E. Bayusik  
Title: President/Business Agent

**APPENDIX “A”**

**WAGE SCHEDULE**

I. Hourly Wages

**General Wage Increases as follows:**

- July 1, 2024: 2.75% general wage increase
- July 1, 2025: 2.75% general wage increase
- July 1, 2026: 2.75% general wage increase

**The Parties further agree as follows:**

- Apply general wage increases above to base hourly rates
- a. Increase differentials by 7% each year
- b. Convert differentials to hourly rates and add to base hourly rates
- c. Increase Chief Custodian base hourly rate by \$1 each year of three year contract after the application of the general wage increase
- d. July 1, 2025: One pay rate for Night Lead Custodian (current at High School rate)
- e. July 1, 2025: One pay rate for Head Custodian High School (based on school reconfiguration); one pay rate for all other Head Custodians

The foregoing agreements are reflected in the wage schedules below:

**Effective retroactive to July 1, 2024:**

	<b>Base Hourly</b>	<b>Differential Hourly</b>	<b>Total Hourly</b>
Mgr. of Maintenance	\$39.05	\$6.65	\$45.70
Maintenance	\$28.49	\$3.17	\$31.66
Chief Custodian	\$31.24	\$3.89	\$35.13
Head Custodian, High School	\$28.49	\$2.04	\$30.53
Head Custodian, Middle School / Town Campus	\$28.49	\$1.64	\$30.13
Head Custodian, Elementary	\$28.49	\$1.33	\$29.82
Night Lead, High School	\$26.91	\$1.14	\$28.05
Custodian, Yr 3	\$26.64		\$26.64
Custodian, Yr 2	\$25.64		\$25.64
Custodian, Yr 1	\$24.64		\$24.64
Custodian, Yr 0	\$23.64		\$23.64

**Effective from July 1, 2025:**

	<b>Base Hourly</b>	<b>Differential Hourly</b>	<b>Total Hourly</b>
Mgr. of Maintenance	\$40.12	\$7.12	\$47.24
Maintenance	\$29.27	\$3.39	\$32.66
Chief Custodian	\$33.10	\$4.16	\$37.26
Head Custodian, High School	\$29.27	\$2.18	\$31.45
Head Custodian, Except High School	\$29.27	\$1.75	\$31.02
Night Lead	\$27.65	\$1.22	\$28.87
Custodian, Yr 3	\$27.37		\$27.37
Custodian, Yr 2	\$26.37		\$26.37
Custodian, Yr 1	\$25.37		\$25.37
Custodian, Yr 0	\$24.37		\$24.37

**Effective from July 1, 2026:**

	<b>Base Hourly</b>	<b>Differential Hourly</b>	<b>Total Hourly</b>
Mgr. of Maintenance	\$41.22	\$7.62	\$48.84
Maintenance	\$30.07	\$3.63	\$33.70
Chief Custodian	\$34.01	\$4.45	\$38.46
Head Custodian, High School	\$30.07	\$2.33	\$32.40
Head Custodian, Except High School	\$30.07	\$1.87	\$31.94
Night Lead	\$28.41	\$1.31	\$29.72
Custodian, Yr 3	\$28.12		\$28.12
Custodian, Yr 2	\$27.12		\$27.12
Custodian, Yr 1	\$26.12		\$26.12
Custodian, Yr 0	\$25.12		\$25.12

**New Hires:**

The minimum wage for newly hired employees effective July 1, 2012 shall be:

- Date of Hire: \$3.00 below the rate for classification
- 1<sup>st</sup> Anniversary: \$2.00 below the rate for classification
- 2<sup>nd</sup> Anniversary: \$1.00 below the rate for classification
- 3<sup>rd</sup> Anniversary: Full Rate for Classification

2025-2026: There shall be one pay rate of Night Lead Custodian and one pay rate of Head Custodian with the exception of High School Head Custodian.

**III. Stipend for Licensure**

Employees who are eligible shall be paid an additional annual stipend of \$1,500 for holding a current State of Connecticut occupational license for electrical, plumbing, heating and ventilation, or treatment plant operations. Management reserves the right to seek documentation of licensure and to determine relative value for the position the employee holds at the time of request.

**REQUEST FOR FLOATING HOLIDAY OPTION**

Pursuant to Article 9 – Holidays, Section D, Employees who are eligible for floating holidays and personal days will be allowed to be paid out at the end of the fiscal year, any unused personal or floating holidays. Payment will be made after the close of the fiscal year through normal payroll.

Please complete the attached form and submit to the Director of Facilities.

-----

\_\_\_\_\_  
(Name)

I would like to receive payment for unused **Floating Holidays or Personal Days**. I believe that I have \_\_\_\_\_ floating holidays and \_\_\_\_\_ personal days. This amount will be verified by the Director of Facilities and the Human Resources office.

\_\_\_\_\_  
(Employee's Signature)

Date \_\_\_\_\_

\_\_\_\_\_  
(Administrator's Signature)

Date \_\_\_\_\_

\_\_\_\_\_  
(Superintendent's Signature)

Date \_\_\_\_\_

## PENSION WITHDRAWAL AGREEMENT

This Agreement is by and among *Madison Board of Education* ("Employer"), Teamsters Local 443, affiliated with the International Brotherhood of Teamsters ("Union"), in its capacity as the collective bargaining representatives for Employer's employees represented by the Union ("Employees") and the Trustees of the New England Teamsters and Trucking Industry Pension Fund ("Pension Fund").


1. Employer, Pension Fund and the Union agree that the effective date of this Agreement is *July 1, 2012*.
2. The Pension Fund confirms that Employer shall permanently cease to have any obligation to contribute under the Fund as of 11:59 PM on *June 30, 2012* and that, as of that time, Employer shall have withdrawn from the Pension Fund in a complete withdrawal within the meaning of ERISA §4203.
3. The Pension Fund also confirms that the Employer has made all required contributions to the Pension Fund for all hours worked by its Employees, respectively, through *June 30, 2012*, as reported to the Pension Fund by the Employer, although subject to audit by the Pension Fund for accuracy.
4. The Pension Fund and Employer recognize that there is a disagreement between them with respect to the amount of the withdrawal liability owed by Employer. Both parties also recognize that litigation will produce an uncertain result and will be costly and time consuming. Therefore, rather than engage in expensive and lengthy litigation, the Pension Fund and Employer agree, as a compromise of their respective positions, that as a result of Employer's complete withdrawal from the Pension Fund effective as of 11:59 PM on *June 30, 2012*, Employer's entire and complete withdrawal liability shall consist of three hundred (300) monthly payments commencing on *July 30, 2012* and ending *June 30, 2037* in the amount of \$18,815.00. Employer's payment obligation shall be subject to the provisions of ERISA §4219(c)(5). The Pension Fund acknowledges and agrees that upon completion of payment of the three hundred (300) monthly payments, Employer will have satisfied in full any and all withdrawal liability owed or incurred by Employer; provided, however, that Employer acknowledges that such payments would not satisfy any liability that could be imposed on Employer under ERISA §4219(c)(1)(D) in the event of a mass withdrawal following *July 1, 2012* that occurs within the period described in ERISA §4219 (c)(1)(D). The Pension Fund and the Employer agree that at any time during Employer's obligation to make withdrawal liability payments pursuant to this Agreement, Employer may remit a lump sum payment to the Pension Fund to either fully and completely or to partially satisfy its payment obligations as contained herein. The present value of either a full or partial payment shall be agreed upon by the parties at the time of the payment. The Pension Fund and Employer agree that this Section constitutes the notification to Employer of its assessment of withdrawal liability and schedule for liability payments, and the demand for payment in accordance with the schedule, required under ERISA §4219(B)(1). All payments made by or on behalf of Employer pursuant to this Section 4 shall be treated as withdrawal liability payments under ERISA §§4201 through 4225.
5. The Pension Fund and the Union agree that payment of the three hundred (300) monthly payments set forth in Section 4 will constitute a complete and total accord and satisfaction of

any and all claims for withdrawal liability, mass withdrawal liability, contributions, minimum funding obligations, surcharges and other payments that Employer may be obligated to make to the Pension Fund with respect to its participation as a contributing employer in the Pension Fund prior to *July 1, 2012* under the terms of the Pension Fund or applicable law (including, without limitation, the Pension Protection Act of 2006, as amended), excepting only any liability that could be imposed on Employer under ERISA §4219 (c)(1)(D) in the event of a mass withdrawal following *July 1, 2012* that occurs within the period described in ERISA §4219 (c)(1)(D).


6. The Pension Fund also represents and warrants, except as provided for in Section 7, that it does not have any rules pursuant to ERISA §4219(c)(5)(B) and that there is (and will be) no event, other than failure to make a scheduled payment that is not cured within the time period prescribed by ERISA §4219(c)(5)(A), that would permit the Pension Fund to require immediate payment of Employer's withdrawal liability, as determined under Section 4.
7. In the event Employer or Employer's successors or assigns ("Successor Employer"), if any, withdraws from the so-called alternative Plan as a New Employer for reasons other than those contained in Section 9 of the Reentry Agreement entered into by the parties hereto effective on *July 1, 2012*, the Pension Plan and Employer agree that Employer's or Employer's Successor Employer, if any, remaining monthly payments under Section 4 that have yet to be paid at the time of Employer's or Employer's Successor Employer, if any, withdrawal, shall be increased to \$31,588.00 on a monthly basis. However, in no event shall such monthly increase cause the amount paid to exceed the total of the amount that would have been payable by the Employer under ERISA §§ 4203 and 4219, as computed based on a complete withdrawal as of *July 1, 2012*, and based upon the actuarial assumptions and methods (including but not limited to interest rate, mortality and attrition assumptions) used by the Pension Fund for determining withdrawal liability as of *July 1, 2012*.
8. Each party represents and warrants that this Agreement has been duly executed and delivered by such party and constitutes the legal, valid and binding obligation of the party enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties have caused their hands and seals to be set as of the dates written below.


11/17/2012  
Date

By:   
Debra Frey, Chair


2/20/2013  
Date

By:   
Daniel J. Flanagan, Secretary/  
Treasurer pro tem

3/18/2013  
Date

By:   
David W. Leighton, Co-Chairman

3/22/2013  
Date

By:   
William M. Vaughn, III, Co-Chairman  
Employer Trustees



## PENSION REENTRY AGREEMENT

This Agreement is entered into among *Madison Board of Education* ("Employer"), Teamsters Local 443, affiliated with the International Brotherhood of Teamsters (the "Union"), in its capacity as the collective bargaining representative for the employees of the Employer represented by the Union ("Employees") and the Trustees of the New England Teamsters and Trucking Industry Pension Fund ("Pension Fund").

WHEREAS, Employer, the Pension Fund and the Union have entered into an agreement with an effective date of *July 1, 2012*, pursuant to which Employer shall permanently cease to have any obligation to contribute under the Fund as of 11:59PM on *June 30, 2012* and, as a result, at that time shall have withdrawn from the Pension Fund in a complete withdrawal within the meaning of ERISA §4203; and

WHEREAS, the Pension Fund has determined Employer's withdrawal liability due to its complete withdrawal from the Pension Fund consists of the obligation to make 300 monthly payments in the amounts and on the dates set forth in Employer's schedule for liability payments, commencing on *July 1, 2012* and ending on *June 30, 2037*, has notified Employer of its assessed withdrawal liability and schedule for liability payments, and has made a demand for payment in accordance with the schedule, as required under ERISA §4219(B)(1); and

WHEREAS, the Pension Fund, in order to encourage new employers to participate in the Pension Fund, has obtained approval from the Pension Benefit Guaranty Corporation ("PBGC") of an amendment to Article XV of the Rules and Regulations establishing an alternative method for allocating the Pension Fund's unfunded vested benefits under ERISA §4211(c)(5) and 29 CFR Part 4211 that will protect new employers from exposure to any liability attributable to unfunded vested benefits that are not directly attributable to those individual new employers; and

WHEREAS, the Pension Fund desires Employer, pursuant to the PBGC's approval of the amendment, to reenter the Pension Fund as a "New Employer" under that amendment, and Employer is willing to reenter the Pension Fund as a New Employer under the terms and conditions set forth in this Agreement;

NOW, THEREFORE, the parties hereby agree as follows:

1. The Pension Fund agrees that, as of 11:59PM on *June 30, 2012*, Employer will have completely withdrawn from the Pension Fund within the meaning of ERISA §4203, and upon its reentry into the Pension Fund in accordance with the terms of this Agreement and becomes obligated to make contributions to the Pension Fund, Employer will be deemed a "New Employer," as that term is defined in Article XV of the Rules and Regulations, for all purposes of the Pension Fund and will not be an Existing Employer under Article XV for any purpose.
2. Employer shall enter into a collective bargaining agreement with the Union containing provisions (in the form attached hereto as Exhibit A) obligating Employer to reenter the

Pension Fund as a New Employer with respect to Employer's Employees, but only pursuant to the terms and conditions of this Agreement.

3. Upon Employer's reentry into the Pension Fund as a New Employer, all payments made by Employer with respect to its complete withdrawal from the Pension Fund as of 11:59PM on *June 30, 2012* shall be considered withdrawal liability payments and shall not be considered contributions (or part of Employer's contribution rate or contribution base units) for any purpose (including, without limitation, ERISA §4219).
4. Upon Employer's reentry into the Pension Fund as a New Employer, it shall make contributions to the Pension Fund, beginning effective *July 1, 2012*, based upon an hourly contribution rate of *\$2.85 per hour but not more than \$114.00 per week for any one employee. Contributions heretofore made for the period July 1, 2012 through September 30, 2012, shall be credited at the rate of \$2.85 per hour as New Employer Contributions into the Pension Fund and the balance shall be credited as withdrawal liability payments pursuant to the Withdrawal Agreement dated July 1, 2012. Effective July 1, 2013, Employer will make contributions into the Pension Fund as a New Employer at a hourly contribution rate of \$3.45 per hour but not more than \$138.00 per week for any one employee; and effective July 1, 2014, Employer will make contributions into the Pension Fund as a New Employer at an hourly contribution rate of \$3.85 per hour but not more than \$154.00 per week for any one employee.* Subject to the provisions of this Agreement that permit Employer to withdraw from the Pension Fund as a New Employer, such contribution obligation shall continue during the term of the collective bargaining agreement referenced in Section 2.
5. Based upon Employer's contributions as a New Employer set forth in Section 4 above, the Employees of the Employer shall receive from the Pension Fund not less than: *effective July 1, 2012, \$114.00* monthly benefit accrual for each year of credited service; *effective July 1, 2013, \$138.00* monthly benefit accrual for each year of credited service; and *effective July 1, 2014, \$154.00* monthly benefit accrual for each year of credited service. In addition, Employer's Employees who were participating in the Pension Fund as of 11:59 PM on *June 30, 2012* and who earned pension credit and vesting service with the Pension Fund while Employer was participating in the Pension Fund prior to its withdrawal as of 11:59PM on *June 30, 2012*, shall retain such pension credit and vesting service; and such Employees shall continue to be entitled to the same schedule of benefits (including all adjustable benefits) that were in effect under the Pension Fund's Preferred Schedule as of *June 30, 2012* for which they already are or subsequently become eligible.
6. The Pension Fund also agrees that any withdrawal liability assessed against Employer after its reentry into the Pension Fund as a New Employer shall be computed by the Direct Attribution Method under ERISA §4211(c)(4), based solely on Employer's participation in the Pension Fund as a New Employer and treating the New Employer Pool described in Article XV of the Rules and Regulations as a separate multiemployer plan for purposes of determining withdrawal liability. Therefore, Employer's vested liability shall be only that directly attributable to the benefits accrued by Employer's Employees while it is participating in the Pension Fund as a New Employer and its proportional share of any unfunded vested benefits under the New Employer Pool that are not attributable to service with any other employer who is obligated to contribute under the Pension Fund (as determined under ERISA §4211(c)(4),(A)(ii)). Any unfunded vested benefits attributable to service with

Employer shall be determined based on Employer's contributions, plus allocable investment earnings, less allocable fees and benefit payments, attributable to Employer's participation in the Pension Fund as a New Employer. Under no circumstances shall Employer be liable for any unfunded vested liabilities attributable to any Existing Employer in the Pension Fund.

7. The Pension Fund represents and warrants that the material actuarial assumptions and methods (including but not limited to interest rate, mortality and attrition assumptions) used by the Pension Fund for determining withdrawal liability of New Employers as of *July 1, 2012* shall be those set forth in Exhibit B.
  
8. The Pension Fund represents that, based upon the actuarial assumptions and methods set forth in Exhibit B, Employer's contributions as a New Employer are projected to fully fund the benefits accrued by Employer's Employees while Employer is participating in the Pension Fund as a New Employer. As a result, Employer will not be assessed any withdrawal liability (other than what it already has been assessed as described in Section 4 of the Withdrawal Agreement) except in the event Employer withdraws from the Plan as a New Employer for reasons other than those contained in Section 9 herein. In that event, the Pension Fund and Employer agree that Employer's or Employer's successors or assigns ("Successor Employer"), if any, shall be responsible for the remaining monthly payments under Section 4 of the Withdrawal Agreement that have yet to be paid at the time of Employer's withdrawal or the withdrawal of Employer's Successor Employer, if any, as a New Employer. The remaining monthly payments shall commence on the first day of the first month following Employer's withdrawal or the withdrawal of Employer's Successor Employer, if any, as a New Employer and ending on *June 30, 2012* but shall be increased to \$31,588.00 per month. However, in no event shall such increase cause the amount paid to exceed the total amount that would have been payable by the Employer under ERISA §§ 4203 and 4219, as computed based on a complete withdrawal as of *July 1, 2012*, and based upon the actuarial assumptions and methods (including but not limited to interest rate, mortality and attrition assumptions) used by the Pension Fund for determining withdrawal liability as of *July 1, 2012*.

The Pension Fund also represents that Employer or Employer's Successor Employer, if any, shall not be required to pay any contribution rate increases from those set forth in Section 4 hereof in order to maintain the benefits accrued by Employer's or Employer's Successor Employer, if any, Employees set forth in Section 5 hereof. In the event Employer's or Employer's Successor Employer, if any, contributions as a New Employer are subsequently projected not to fully fund the benefits accrued by Employer's or Employer's Successor Employer if any, Employees and the unfunded vested benefits of employees of withdrawn New Employers that are allocated to Employer or Employer's Successor Employer, if any, while Employer or Employer's Successor Employer, if any, is participating in the Pension Fund as a New Employer, based upon the actuarial assumptions and methods set forth in Exhibit B, the Pension Fund agrees, unless the Union and Employer or Employer's Successor Employer, if any, agree to amend their collective bargaining agreement to provide for a sufficient increase in contributions, that it will reduce the Employees' prospective monthly benefit accruals as necessary to ensure that, based upon the actuarial assumptions and methods set forth in Exhibit B, Employer's or Employer's Successor Employer, if any, contributions as a New Employer will be projected once again to fully fund such benefits and unfunded vested benefits of employees of withdrawn New Employers allocated to

Employer or Employer's Successor Employer, if any, before the end of the next plan year. The Pension Fund agrees to update its projections on an annual basis and provide Employer with a copy of such projections.

9. The Pension Fund agrees that, after Employer's reentry into the Pension Fund as a New Employer, the Pension Fund will give Employer or Employer's Successor Employer, if any, notice of the occurrence of any event described in this Section 9 as soon as possible after the event, and upon the occurrence of any such event, Employer or Employer's Successor Employer, if any, may withdraw from the Pension Fund without being subject to the increase in withdrawal liability payment amounts set forth in Section 8. In addition, as provided in Section 6 hereof, the Employer's proportional share of any unfunded vested benefits under the New Employer Pool shall be deemed to be zero.

The events as to which the Pension Fund is obligated to give notice to Employer or Employer's Successor Employer, if any, and provide Employer or Employer's Successor Employer, if any, the right to withdraw are as follows:

- (a) A surcharge is imposed on Employer or Employer's successors, assigns or purchasers of Employer's assets under ERISA §4204, if any, in accordance with §432(e)(7) of the Internal Revenue Code;
- (b) The Pension Fund is in reorganization;
- (c) The Pension Fund (by updating or amending its Rehabilitation Plan or otherwise) requires Employer or Employer's Successor Employer, if any, as a New Employer, to increase its contributions, pay surcharges or otherwise incur any additional financial obligations other than those set forth in this Agreement;
- (d) The Pension Fund (by updating or amending its Rehabilitation Plan or otherwise) reduces the benefit accruals of Employer's or Employer's Successor Employer, if any, employees, on or after *July 1, 2012* by more than ten percent (10%);
- (e) The Pension Fund (by updating or amending its Rehabilitation Plan or otherwise) reduces or eliminates any of the adjustable benefits on or after *July 1, 2012* for which Employer's or Employer's Successor Employer, if any, employees are or could become eligible;
- (f) Withdrawal liability is created for Employer in the new liability pool due to an amendment by the Pension Fund of Article XV or an amendment to or addition/deletion of any other provision of the Rules and Regulations or its regulations;
- (g) Withdrawal liability is created for Employer or Employer's Successor Employer, if any, in the new liability pool due to an amendment, enactment or promulgation of ERISA, the Pension Protection Act of 2006, the Internal Revenue Code, the PBGC or any other law or regulation;
- (h) All Existing Employers (as defined in Section 15.10 of the Pension Fund's Rules and Regulations) cease to be obligated to contribute to the Pension Fund;


- (i) Actions by members of a bargaining unit, including but not limited to the actions described in Section 2.09(b)(ii) of the Fund's Rules and Regulations, that result in Employer's or Employer's Successor Employer, if any, withdrawal from the Pension Fund; provided, however, that Employer or Employer's Successor Employer, if any, has not solicited the Union or any such members to change pension plans, either by proposing such change during future negotiations or by encouraging its employees to advocate withdrawal from participation in the Pension Fund.

provided, further, that any withdrawal permitted under this Section shall be deemed to have occurred as of the day before the occurrence of the event that gives Employer or Employer's Successor Employer, if any, the right to withdraw or as of the day before Employer or Employer's Successor Employer, if any, incurs any additional liability or obligations as a result of the event, whichever is earlier.

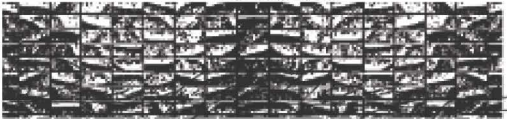
- 10. Concurrently with the execution of this Agreement, the Pension Fund and Employer shall provide each other with the written opinion of their respective counsel confirming that this Agreement, including the representations and promises made by the Pension Fund and Employer herein, are fully binding upon, and enforceable against, the Pension Fund and Employer.

IN WITNESS WHEREOF, the parties have caused their hands and seals to be set as of the dates written below.


11/7/2012  
Date

By:   
Debra Frey, Chair

2/28/2013  
Date

By:   
Daniel J. Flanagan, Secretary/  
Treasurer pro tem

3/18/2013  
Date

By:   
David W. Laughton, Co-Chairman  
Union Trustees

3/22/2013  
Date

By:   
William M. Vaughn, III, Co-Chairman  
Employer Trustees