

AGREEMENT BETWEEN  
THOMPSON BOARD OF EDUCATION  
AND  
LOCAL 1303-070 OF COUNCIL #4  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES,  
AFL-CIO, CUSTODIANS  
July 1, 2019 - June 30, 2021

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THIS AGREEMENT is entered into by and between the Town of Thompson Board of Education, and/or its successor, hereinafter referred to as the "Board," and Local 1303-070 of Council 4, American Federation of State, County and Municipal Employees, AFL-CIO, and/or its successor, hereinafter referred to as the "Union."

ARTICLE I  
RECOGNITION

1.0 The Board recognizes the Union as the sole and exclusive bargaining agent for the purposes of collective bargaining on all matters of wages, hours and all other conditions of employment/for custodial, grounds keeping and maintenance employees and the evening head custodian, but excluding supervisors as excluded by Municipal Employees Relations Act.

ARTICLE II  
UNION RIGHTS

2.0 The Board shall permit Union meetings to occur on school property during non-working hours as long as written permission is obtained from the Superintendent. Upon prior written request from the Union, the Superintendent may, in his/her discretion, permit employees to attend a Union meeting during working hours without penalty or loss of wages.

2.1 Union Orientation: The Union shall have the right and opportunity to hold an orientation session with all newly hired employees. This orientation session shall be for the purpose of explaining the new employee's contractual rights and introducing him/her to the Union. The orientation will be held within fifteen (15) days of the employee's hire date and shall be during working hours at a time agreed by the employees' immediate supervisor, not to exceed one hour (1) in duration.

2.2 Access to Premises AFSCME Representatives: The Employer agrees that Representatives of AFSCME shall be permitted to enter the premises of the employer at any reasonable time for the purpose of transacting Union business, discussing, processing or investigating filed grievances, or fulfilling the role of collective bargaining agent, provided that they do not interfere with the performance of duties.

2.3 The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. The Union agrees to hold the Board harmless from any claims arising as a result of any deduction made pursuant to this subsection.

ARTICLE III  
PAYROLL DEDUCTION

3.0 The Board agrees to make dues deductions from the pay of members of the Union upon the receipt of a voluntary written authorization from the employee. Such deduction shall continue for the duration of this Agreement or any extension thereof, unless revoked by the employee.

3.1 Said deduction shall be made during a regular payroll week of each month and shall be remitted to Council 4, AFSCME, AFL-CIO, together with a list of the names of employees from whose wages such deductions have been made not later than ten days following the end of each month.

3.2 The Union agrees to indemnify and to hold and save the Board harmless against any and all claims, damages, suits or other forms of liability including reasonable attorney's fees that shall or may arise out of or by reason of any action taken by the Board for the purpose of complying with the provisions of this Article and Article II.

3.3 If for any reason an employee has no pay available from which the dues may be deducted, the deduction will take place beginning the payroll period in which he/she does have pay available, at an added rate of \$1.25 per payroll period, and continuing until such back payments have been made up at which time he/she will return to the regular deduction. The Union reserves the right to waive the additional payments described above.

3.4 The Board agrees that any employee who wishes to enroll in an individual 403 b plan offered by the Board may do so and may make contributions by payroll deduction as permitted by applicable law and IRS regulation.

ARTICLE IV  
MANAGEMENT RIGHTS

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

1. To determine the care, maintenance and operation of equipment and property used for and in behalf of the purposes of the Board.
2. To establish or continue policies, practices and procedures for the conduct of Board business and, from time to time, to change or abolish such policies, practices, or procedures, subject to the Union's right to negotiate the impact of such changes in accordance with the Municipal Employee Relations Act.

3. To discontinue processes or operations.
4. To select and to determine the number and types of employees required to perform the Board's operations; to create or modify positions; and to eliminate positions, subject to any applicable reduction in force provisions in this Agreement.
5. To employ, transfer or promote employees; and to lay off or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Board, subject to any applicable reduction in force provisions in this Agreement.
6. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Board.
7. To evaluate the performance of employees;
8. To create job specifications and revise existing job specifications, subject to the Union's right to negotiate the assigned wage rates in accordance with the Municipal Employee Relations Act.
9. To determine the work year, work day and work schedules for employees, subject to any applicable provisions of this Agreement.

## ARTICLE V

### SENIORITY

5.0 All new employees shall serve a probationary period of ninety (90) calendar days from date of last hire and shall have no seniority rights during this period but shall be subject to all other clauses of this Agreement, except as described in section 5.7.

5.1 After employees have completed the probationary period, such employees shall have their seniority date back to the time they were hired.

5.2 No new custodial employee shall be hired until all laid off employees have first been recalled.

- (a) In the event that an employee refuses to return to work when recalled, his/her seniority will be considered lost and he/she will no longer be considered eligible for recall.

5.3 Layoffs shall take effect in the following manner:

- (a) Part-time employees.

- (b) Employees regularly scheduled to work twenty (20) hours a week but less than forty (40) hours per week.
- (c) Probationary employees.
- (d) Employees regularly scheduled to work forty (40) hours per week, in inverse order of seniority, beginning with the least senior employee.

5.4 An employee about to be laid off will be given two (2) weeks' notice plus accrued earned vacation pay provided it has not already been taken.

5.5 No seasonal or part-time employees will be hired while bargaining unit employees are on layoff.

5.6 Laid off employees shall be recalled in inverse order of layoff with the most senior employee(s) on layoff recalled to work first. The Board shall not be obligated to recall laid off employees if more than one year has elapsed since the layoff of said employee or if an employee has refused a prior offer of recall. Employees recalled to a position must return to work within two (2) weeks from the date of notice of recall, or forfeit any right to recall under this agreement. Employees will be contacted by letter at the most recent address given to the Superintendent. It is the responsibility of the laid-off employee to keep a current address on file with the Superintendent.

5.7 Probationary employees may be subject to disciplinary actions, including dismissal, without recourse to the grievance procedures.

5.8 An employee shall cease to have seniority for any of the following reasons:

- (a) The employee quits, retires, or is discharged for just cause.
- (b) Failure to report for work within five (5) working days, or failure to notify the Board within five (5) working days of intent to return to work.
- (c) Absence from work for five (5) consecutive working days without notifying the Board, unless a reason satisfactory to the Board is given.
- (d) Failure to report for work on the first regular working day following the end of a leave of absence unless a reason satisfactory to the Board is given.
- (e) Layoff for a period equal to one year unless extended by mutual agreement of the parties.

5.9 A temporary employee who may be hired permanently may apply 45 days of continuous time toward the fulfillment of the probationary period. This change will not affect Article XI (e) of the contract.

ARTICLE VI  
JOB POSTING

6.0 A vacancy for the purpose of this Article shall be any job opening for a bargaining unit position which the Board intends to fill, and which can reasonably be expected to last for more than a period of thirty (30) working days.

6.1 When a vacancy, excluding supervisory positions, exists, notice thereof shall be posted by the Board for a period of seventy-two (72) hours. Employees desiring to bid on the posted vacancy must file their bid in writing to the Superintendent of Schools within such seventy-two (72) hour period.

6.2 (a) In the event that two or more employees bid for the same vacancy, the most senior employee will be given the first opportunity to fill the position providing he/she has the qualifications and ability. The Superintendent reserves the right to reject an employee he/she feels does not have the necessary qualifications.

Employees shall have the right to grieve the Superintendent's rejection where they believe that such rejection was arbitrary or capricious. In any case where rejection by the Superintendent is subject to arbitration, the arbitrator shall not substitute his/her judgment unless the Union can show that the Superintendent acted arbitrarily or capriciously.

(b) In the event of openings between schools, or in shift preference, seniority will be the determining factor.

6.3 A successful bidder will be expected to meet the normal requirements of the job within twenty (20) working days. If the Board finds that the successful bidder is incapable of satisfactorily performing the job, he/she shall return to his/her former job, (unless his/her former position is occupied by an equally qualified senior employee) at his/her former rate of pay.

6.4 If no qualified bids for a vacancy are received within the time limits of the posting, the Board may fill the vacancy from other sources at its discretion.

ARTICLE VII  
HOURS OF WORK & OVERTIME

7.0 The regular work week shall be as follows: First shift 7:00 A.M. - 3:00 P.M. or 6:00 A.M. - 2:00 P.M.; Second Shift 3:00 P.M. - 11:00 P.M.; Third Shift 11:00 P.M. - 7:00 A.M. During non-school days and summer time - one shift - 7:00 A.M. - 3:00 P.M., except that individuals may choose to work 6:00 to 2:00 so long as two individuals agree to work until

3:00 pm. In emergencies, custodians can be assigned other shifts, based upon seniority.

The parties agree that if the Board wishes to create additional shifts, the parties shall meet to discuss such.

7.1 (a) Time and one-half shall be paid for all time worked beyond eight (8) hours in any one regular work day.

(b) Time and one-half shall be paid for all time worked beyond forty (40) hours in any one work week.

(c) Subsections (a) and (b) above are not to be construed for the purpose of pyramiding overtime.

7.2 (a) Time and one-half shall be paid for all time worked on Sunday.

(b) Time and one-half shall be paid for all time worked on holidays in addition to holiday pay.

(c) No employee shall be required to take time off for the purpose of offsetting overtime.

(d) In the event none of the employees desire to work, and the administration requires a bargaining unit employee to perform overtime duties, overtime work shall be assigned in rotation amongst the three least senior employees in inverse order of seniority. When two or more activities which require assigned coverage occur in one day, each shall be assigned separately, to a different custodian if the individual agrees to the additional assignment, in inverse order of seniority.

(e) No employee shall be required to work overtime during periods of approved vacation or on weekends or holidays contiguous with approved vacation.

7.3 At least two (2) second shift custodians shall be assigned to duty to cover programs or functions that continue after 11:00 p.m. during the normal work week, Monday through Friday, and to cover programs and functions on the weekend at the discretion of the Facilities Director.

7.4 a. Coverage of first shift overtime: In the event a first shift custodian is absent, a second shift facilities employee will be asked to cover four hours of first shift. This will be in order of seniority on a continuous rotating basis and will include all facility employees.

b. Coverage for general overtime: Coverage for general overtime will be in order of seniority on a continuous rotating basis and will include all facilities employees.



- 7.5. a. Snow removal overtime: Groundskeeper and facilities manager will select plow truck and tractor operator. These individual will be in/on the equipment all season long. In the event such individual are not present alternates will be selected.
- b. On October 1 of each year the facilities manager will post a sign-up sheet in the custodial office. The sign-up sheet will be posted for two weeks. There will be no sign-ups after the two-week period. If an employee signs up, that employee will be required to cover this assignment all season long unless on leave i.e. vacation, sick or personal.
- c. Senior custodians that sign-up will be called in first, then will go in inverse order of seniority. In the event everyone is needed, everyone will be called in.
- 7.6 Other custodial duties may be assigned to the employee (s) by the supervisor during overtime for school and non-school activities or events.

#### ARTICLE VIII

##### CALL-IN PAY

- 8.0 (a) Any employee called to work at a time not contiguous with his/her regular working day shall receive a minimum of two (2) hours' pay at time and one-half.
- (b) Any employee called to work on Saturday or Sunday or on a Holiday shall receive a minimum of four (4) hours pay at time and one-half.

#### ARTICLE IX

##### HOLIDAYS

9.0 All employees covered under this Agreement shall receive the following paid holidays, provided that school is not in session on such days:

New Year's Day	Labor Day
Martin Luther King Jr Day,	Columbus Day
President's Day	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Fourth of July	Day before Christmas
One Floating Holiday	Christmas Day

If school is in session on any of such holidays, employees shall be granted a floating holiday in lieu of such day. The scheduling of such floating holidays shall be subject to the approval of the Superintendent.

The past practice of time off for election purposes will be substituted by the employee receiving their birthday.

In order to be eligible for holiday pay, the employees must work their scheduled full day before and after the holiday, unless such absence has been approved by the Superintendent or his/her designee. An employee who is on sick leave on either of such days must provide medical certification that he/or she was unable to work on the day in question in order to receive holiday pay, unless an employee was scheduled or called into work on the holiday.

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

9.2 Any day declared a legal holiday or day of mourning by the President or Governor shall be granted as a day off with pay providing schools are not in session.

## ARTICLE X

### WAGES

10.0 All wage rates effective during the term of this Agreement shall be reduced to writing by employee and classification and added to this Agreement as Appendix B.

10.1 All Employees shall be paid bi-weekly, based on the number of hours worked during each pay period, by direct deposit on Friday except when Fridays are a non-work day, in which case employees shall be paid on the last work day prior to the Friday on which they were scheduled to be paid.

- 10.2 (a) The Board shall provide each employee with a copy of the contract within thirty (30) working days after the signing of this Agreement. New employees will be provided with a copy of this Agreement at the time they are hired.
- (b) The Board shall provide the Council #4 Office with six (6) signed copies of the Agreement no later than thirty (30) working days after it is signed by both parties.

## ARTICLE XI

### INSURANCE & PENSIONS

11.0 Each eligible bargaining unit member and eligible dependents may enroll in the following health insurance plan, with the premium payments provided below:

- (a) The CIGNA High Deductible Health Care Plan (the "Comprehensive Plan") with Health Savings Account ("HSA"). Services for the Comprehensive Plan include 100% Preventive Care Rider and all other services are subject to deductible and coinsurance as follows: \$2,000 Individual/\$4,000 Aggregate Family Deductible; 100% coinsurance in-network; 80% coinsurance out of network; \$2,500 Individual/\$5,000.

Aggregate Family out-of-pocket maximum; Vision Care Rider. Employees shall bear the costs associated with the HSA.

If at the end of a Plan Year, an employee already has in his/her Health Savings Account sufficient funds to cover the deductible contribution of the employee for the following Plan Year, the employee may opt to have no payroll deduction for the deductible for the following year.

The Board shall contribute 75% of the deductible each year of this Agreement under the High Deductible Plan, depositing it in the Health Savings Account on July 1 of each year. The Employee contribution to the deductible shall be made through payroll deduction/direct deposit to the Health Savings Account with pre-tax dollars according to IRS regulations.

The Board shall provide to any employee a loan if needed to cover that part of the deductible not covered by the 75% in the event the employee has medical and/or pharmacy bills exceeding \$3000 or \$1500 as the case may be before s/he has had all of the employee contribution to the deductible deposited in the HSA through payroll deduction. The loan will be repaid through payroll deduction over the course of the insurance year, but if the employee leaves employment prior to the end of the insurance year, s/he will be obligated to repay the loan upon separation from employment.

Employees shall pay the following premium contributions for the High Deductible Health Plan:

	Effective July 1, 2019	Effective July 1, 2020
Hired Prior to 2013	12%	12%*
Hired After 2013	17%	17%*

\*As set forth above, the employees' premium contribution will remain at 12% and 17%, respectively, for the 2020-21 contract year. However, for the period July 1, 2020 through June 30, 2021, the Board agrees to pay the July 1, 2020 insurance

premium rate increase.

- (b) Group life insurance of \$45,000 of benefit coverage per employee.
- (c) Insurance coverages will not take effect for custodians new to the bargaining unit until the following:
  - Health/Dental One month after initial employment
  - Group Life Insurance One month after initial employment
- (d) Full Service Dental Plan - Individual coverage and 85 % family coverage.
- (e) Vision Care Rider - Individual coverage and 85% family coverage.
- (f) Employees may elect to waive, in writing, the health insurance coverage provided under Article XI, and in lieu thereof may receive an annual payment of \$3,000 from the Board for each year during which the employee continues to elect not to participate in such coverage. Such annual payment will be issued with the last payroll installment for the fiscal year. In order to receive such payment, an eligible employee must complete and submit a form provided by the Board indicating his/her intent not to participate in the Board's insurance coverage, no later than June 1 of each year. Such employees may elect to resume Board provided health insurance coverage upon written notice to the Board. Upon receipt of such notice, insurance coverage shall be reinstated as soon as possible, including waiting periods, which may be prescribed by the applicable insurance carrier. In such event, the employee shall only receive a pro-rated portion of the waiver stipend provided under this section. This section shall apply only to employees receiving a \$3000 in lieu of payment as of the 2012-2013 insurance year, and to employees who are participating in health insurance coverage offered by the Board and elect to waive such coverage on or after July 1, 2013.
- (g) All bargaining unit employees who meet the criteria of the existing plan, or as amended, may enroll in the Board's Pension Plan. Eligible bargaining unit employees who elect to participate shall assume fifty percent (50%) of the normal cost of the Pension Plan.
- (h) The Board shall have the right to offer additional insurance plans as alternatives to the plan described above. The Board shall have the right to establish the percentage employee premium contribution for any such plan (if offered by the Board), provided that the percentage employee contribution shall not exceed that established for the High Deductible Health Plan.

11.1 Upon the retirement of an employee, the employee shall be paid the equivalent of two (2%) percent per year in the public schools of Thompson up to a maximum of forty (40%) percent. Such compensation shall be based upon the mean salary of the employee's highest

salary over a three year span while employed by the Thompson Board of Education. Years of service for retirement severance pay compensation will be based upon years of employment by the Thompson Board of Education. Unless otherwise specified by expressed contractual agreement, pension benefits shall be defined by the "Town of Thompson Board of Education Group Retirement Plan."

11.2 The Board will provide pre-taxable deductions to employees for premium cost sharing pursuant to the regulations of IRC 125 Plan, or any other applicable regulation.

11.3 The Board shall have the right to change insurance carriers and/or to self-insure in whole or in part in order to provide the insurance coverages set forth above, provided coverages which result from change in carriers and/or self-insurance are substantially comparable to coverage described above when the expenses, coverages, benefits and administration are considered as a whole.

11.4 Upon retirement, the Board will provide each employee and his/her spouse the option to elect in writing to participate at the employee's expense in the group insurance program which is offered to active employees, as that plan may be changed from time to time through negotiations, until the retiree becomes eligible for Medicare.

11.5 The Board shall make available to employees Short Term and Long Term Disability Plans, to be agreed upon by the Board and the Union, and to be purchased by employees through payroll deduction.

11.6 The parties shall continue discussions with respect to the pension, with a view toward changes, for new or all employees, beneficial to both parties.

## ARTICLE XII

### LEAVE

12.0 Each employee shall be entitled to fifteen (15) days of paid sick leave annually accumulated to one hundred sixty five (165) days, first year prorated according to date of initial employment. Paid sick leave entitlement may not be used during probation. Sick days may be used to attend ill members of the immediate family, as defined in Section 12.1 through "sister-in-law."

- (a) An employee shall make every effort to give the Board ample notice of his or her absence the evening before his/her shift, but must give at least one hour notice before the start of the shift in the case of emergency. The bargaining unit member responsible for opening the building shall make every effort to notify his/her supervisor well in advance of school opening.
- (b) A doctor's note stating the reason for absence may be required for employees

who are sick for more than three (3) consecutive days, employees who call in sick the day before or after a holiday, weekend, long weekend, school vacation, employee's vacation, or in other cases of suspected abuse provided that the employee is notified in advance of such requirement.

12.1 Four (4) days special leave with pay shall be granted for death in the immediate family. Immediate family is defined as spouse, mother, father, son, daughter, brother, sister, mother-in-law, father-in-law, grandparents, brother-in-law, sister-in-law, and any relative living in the same household with the employee.

12.2 Leaves of absence without pay for legitimate purposes may be granted to an employee upon written request to the Board or his/her representative. A notice of such leave will be supplied to the Union President by the employee.

12.3 (a) In the course of utilizing sick days, if a workers' compensation claim is approved such sick days shall be restored to the employee.

(b) In the event an employee receives Workers' Compensation, the difference between his/her regular pay and workers' compensation payments shall be paid by the Board for a period not to exceed one year.

12.4 (a) Any employee who is on military leave shall receive time off and any benefits to which he or she may be entitled under state or federal law. Copies of active duty orders must be supplied to the Superintendent as soon as possible after the employee's receipt of notice of a call to active duty.

12.5 Any employee required to report for jury duty shall receive the difference between his/her regular wages and jury allowance from the Board during this period.

12.6 Each employee shall be entitled to three (3) days paid personal leave annually. Such leave shall be granted only for pressing personal matters that cannot be conducted outside of working hours. Except in cases of emergency, requests for personal leave shall be submitted to the Superintendent in writing at least forty-eight (48) hours in advance.

12.7 Upon retirement or death of an employee hired prior to July 1, 2019, the employee and/or his/her estate shall receive seventeen dollars (\$17) per day for each accumulated sick day, up to a maximum of one hundred (100) days.

12.8 The leaves described in this article may be taken in fifteen minute increments.

### ARTICLE XIII

#### SEVERANCE PAY

13.0 Employees who retire under the Town of Thompson Board of Education Group Retirement Plan or are subject to layoff shall receive one (1) week severance pay from the

Board.

## ARTICLE XIV

### VACATIONS

- 14.0 (a) Employees shall earn one (1) day of vacation per month of employment for the first year of employment up to ten (10) days of paid vacation. Earned vacation may not be used during probation.
- (b) Employees who have completed from one through five years of services shall receive two (2) weeks of paid vacation.
- (c) Employees who have completed five through ten years of service shall receive three (3) weeks of paid vacation.
- (d) Employees who have completed ten years or more of service shall receive four (4) weeks of paid vacation.
- 14.1 (a) Vacations may be taken any time during the year by mutual agreement. Requests for vacation leave shall be made with at least as much advance notice as the amount of time off requested. For example, an employee requesting one week off must provide at least one week's notice; an employee requesting one day off shall provide at least one day's notice. Requests which provide less notice shall be considered, but shall only be granted if they create no operational hardship.
- (b) In the event of conflicting vacation dates, seniority shall be the determining factor providing the notice of dates in conflict shall have been within a reasonable period.
- (c) In the event an employee is sick while on vacation he/she may elect to take sick leave and use his/her vacation at a later date. Medical proof must be submitted to the Superintendent of Schools.
- 14.2 The vacation period shall be from July 1 to June 30 in the following year the vacation was earned with the Employee's anniversary date of hire used to determine the amount of vacation due him/her.
- 14.3 In the event an employee retires or terminates or is terminated for any reason, all of his/her vacation pay shall be given to him to the full extent of his/her accumulation as determined as of July 1st of that year. Parts of a year to be pro-rated for the employee when necessary.
- 14.4 In the event of death of the employee, the estate shall receive full pay for all unused accumulated vacation days.

14.5 Employees may carry over a maximum of one (1) week of vacation from one year into the next year.

## ARTICLE XV

### DISCIPLINARY ACTIONS

15.0 No employee shall be discharged or otherwise disciplined without just cause.

15.1 Disciplinary actions shall normally follow this order (a) verbal warnings, (b) written warnings, (c) suspension, and (d) discharge. In serious matters, in the judgment of the Superintendent of Schools, steps (a), (b), and (c) may be omitted.

15.2 All disciplinary actions excluding (a) above may be subject to the grievance procedure.

15.3 Written warnings shall be removed from the employees' records two (2) years after issuance, provided that there is no intervening disciplinary action within such two-year period.

## ARTICLE XVI

### UNIFORMS

16.0 Each employee shall be given suitable foul weather gear to be used in the event work must be done under adverse conditions, (rain coat, boots, and gloves). Amount of expenditures and type of equipment to be determined by the Superintendent of Schools.

16.1 The Board will reimburse each bargaining unit member in an amount not to exceed \$300.00 per year to purchase footwear approved by the supervisor, upon the submission of receipts verifying the purchase of such footwear. Such footwear must be worn on the job.

16.2 The Board will designate and provide uniforms to be worn by bargaining unit employees while at work. The Board will provide an opportunity for the Union to have input regarding the uniforms to be worn.

## ARTICLE XVII

### GRIEVANCE PROCEDURE

- 17.0 (a) For the purpose of this Agreement, the term grievance means any dispute between the Board and the Union or between the Board and the employees concerning the meaning, interpretation, application, claim of, breach or violation of the express terms and provisions of this Agreement.
- (b) Purpose - The purpose of the following procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise in connection with the application or implementation of any of the express terms and provisions of this Agreement. Such proceedings



will be kept as informal and confidential as may be appropriate at any level of the procedure.

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

- (a) Step 1 - The aggrieved employee and/or his/her steward or representative shall take up the grievance matter with the immediate supervisor within fifteen (15) working days or when it becomes apparent there is a grievance, in an effort to get the matter resolved immediately. The immediate supervisor shall have ten (10) working days to resolve said grievance.
- (b) Step 2 - If the grievance is not settled in the first step, the grievance will be submitted to the Superintendent of Schools. The grievance shall cite specific provisions of the contract, shall describe the nature of the grievance, and shall provide details of the grievance. The Superintendent will adjust the grievance or give an answer to the Union in writing within fifteen (15) working days of the receipt of the grievance.
- (c) Step 3 - If the Union is not satisfied with the answer given by the Superintendent, the Union may elect to submit the grievance, within fifteen (15) working days, to the State Board of Mediation and Arbitration to be resolved and in the event the arbitration takes place the answer shall be final and binding on both parties, except as otherwise provided by law. Either the Board or the Union shall have the right to transfer a grievance to the American Dispute Resolution Center (ADRC) from the State Board of Mediation and Arbitration (SBMA) upon written notice to the other party. The party who chooses to use the ADRC shall pay all costs associated with arbitration, exclusive of representation. The arbitrator shall have no authority to make any decision that violates, adds to, subtracts from, modifies, or amends in any way the terms of this Agreement.

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

17.3 Time limitations:

- (a) In order to be subject to the grievance procedure, grievance must be reduced to writing within fifteen (15) working days of the time that the grievant knew or should have known of the event or occurrence giving rise to the grievance.
- (b) In the event no answer is received in any of the above steps within the prescribed time limits, the grievance will automatically be processed to the next step, up to step 2. Only the Union shall have the right to submit a grievance to

arbitration.

- (c) Failure of the aggrieved or the Union to appeal a grievance to the next level within fifteen (15) working days, shall be deemed to be acceptance of the decision rendered at that level.

#### ARTICLE XVIII

#### STRIKES, PUBLIC PRESSURE. LOCK OUT

18.0 The Board and the Union recognize that the employees covered by this Agreement are prohibited by law from engaging in any strike. Because of the importance of this matter, the parties nevertheless agree as follows:

- (a) During the term of this Agreement, the Union shall not cause, instigate, encourage, induce or sponsor, and no employee covered by this Agreement shall cause or participate in, any strike, work stoppage, slowdown, withholding of services, or any other illegal activity against the Board. Any employee who participates in any violation of the foregoing provisions may be disciplined or discharged by the Board without recourse to the grievance and arbitration provisions of this Agreement, provided that the question of his/her participation therein shall be subject to the said procedure.
- (b) The Union agrees that any negotiations with the Board pursuant to this Agreement shall be conducted without threats or strikes or any public pressure by the Union or any of the employees covered by this Agreement.
- (c) The Board shall not engage in any "lock out" of the employees during the duration of this Agreement.

#### ARTICLE XIX

#### SAVINGS CLAUSE

19.0 If any section, sentence, clause or phrase of this Agreement shall be held by an authority of established and competent legal jurisdiction for any reason to be inoperative, void or invalid, such provision or portion shall be severed from the Agreement, and the validity of the remaining portion of this Agreement shall not be effected thereby, it being the intention of the parties in adopting this Agreement that no portion thereof, or provision herein, shall become inoperative or fail by reason of invalidity of any other portion or provision and the parties do hereby declare that they would have severally approved of and adopted the provisions contained herein, separately and apart from the other.

ARTICLE XX  
MISCELLANEOUS

20.0 Representatives of the Union shall be allowed to discuss with any employee issues pertaining to his/her working conditions during working hours. Said representatives must make his/her presence known to the Superintendent of Schools and must not unreasonably interrupt work schedules.

20.1 Employees required to use their personal automobiles for school business will be paid at the current IRS rate per mile.

20.2 Evening Head Custodian

The Evening Head Custodian will serve as the Facilities Manager's representative in their absence. This will include decisions relating to the efficient operation of the facility or emergency situations. The Evening Head Custodian will be responsible to: direct and evaluate the performance of other crew members in the absence of the Facilities Manager, will schedule substitute help or distribute the necessary work load in the event of a scheduled or unscheduled absence, train new employees and substitutes, be available to Staff or Public for the resolution of issues that may arise in the absence of the Facilities Manager, be trained and available to answer alarm calls during off hours along with the Maintenance Person, the Maintenance Assistant and the Facilities Manager. The Evening Head Custodian will not have disciplinary responsibilities.

This position is to be compensated equally with the Groundskeeper and the Maintenance Assistant.

20.3 If an employee works in a classification higher than his/her own for at least one (1) full workday, he/she shall be paid at the step of the wage schedule for the higher classification that provides the employee with an increase over the employee's regular wage rate.

ARTICLE XXI  
DURATION

21.0 This Agreement shall become effective upon signing by both parties and shall remain in effect until June 30, 2021, and from year to year thereafter unless either party notifies the other in accordance with MERA that it wishes to commence negotiations on a successor agreement.

21.1 This Agreement shall remain in full force and effect during such negotiations.

IN WITNESS WHEREOF, the parties have hereunto caused this instrument to be signed and executed by its mutually authorized officers and representatives as of this \_\_\_ day of June 2020.

For the Thompson Board of Education

*Kathleen Hickman*

Chair

Date: *8/8/2020*

*Melinda Smith*

Superintendent

Date: *8/6/20*

For AFSCME Local 1303-070

*Gregory Andrik*

President

Date: *8/27/2020*

*[Signature]*

Staff Representative

Date: *July 28, 2020*

APPENDIX A  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, AFL-CIO

AUTHORIZATION FOR PAYROLL DEDUCTION AND REPRESENTATION

By:

Please Print Last Name First Name Middle Name

TO: (Name of Board)

Effective \_\_\_\_\_, I hereby authorize you to deduct from my earnings the correct initiation fee being charged by AFSCME Local No. \_\_\_\_\_, and effective the same date to deduct from my earnings each \_\_\_\_\_ a sufficient

for Payroll Period

amount to provide the regular payment of the current rate of monthly union dues, as certified by the union. The amount deducted shall be paid to the treasurer of

\_\_\_\_\_ the American Federation of State,

Union Name and Number

County and Municipal Employees. This authorization shall remain in effect in accordance with the working agreement or upon termination of my employment. Effective

\_\_\_\_\_, I hereby authorize the Connecticut Municipal Employees Council No. 4, AFSCME, and/or its appropriate affiliates to be my representative for collective bargaining.

Signature (do not print)

Street Address (print) Telephone Number

City and State (print) Zip Code

**APPENDIX B  
WAGES AND LONGEVITY**

Newly hired custodians shall be placed in the following steps. Step advancement for the 2019-2020 contract year shall be retroactive to July 1, 2020 where applicable. There shall be no step advancement during the 2020-21 contract year.

	1st day of Employment	After 3 Months	After 1 Year
Effective and Retroactive to July 1, 2019	\$22.46	\$22.88	\$23.58
Effective July 1, 2020	\$22.46	\$22.88	\$23.58

Evening Head Custodian, Groundskeeper and  
Maintenance/Grounds Assistant Hourly Rate of Pay:

Effective and Retroactive to July 1, 2019	\$26.63
Effective July 1, 2020	\$26.63

Maintenance Hourly Rate of Pay:

Effective and Retroactive to July 1, 2019	\$29.17
Effective July 1, 2020	\$29.17

Second Shift Differential: \$0.55 per hour

Third Shift Differential: \$0.65 per hour

Longevity

Longevity payments will be made on July 1<sup>st</sup>, in the first paycheck following, each fiscal year in one lump sum for all employees whose anniversary date falls between that July 1<sup>st</sup> and the following June 30<sup>th</sup>.

<u>At the Completion of:</u>	<u>Amount:</u>
5-9 years	\$550 (5 years completed)
10-14 years	\$650 (starting 10 <sup>th</sup> year)
15-19 years	\$750 (starting 15 <sup>th</sup> year)
20 plus years	\$850 (starting 20 <sup>th</sup> year)