

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE ROCKY HILL BOARD OF EDUCATION

AND

THE NATIONAL ASSOCIATION OF

GOVERNMENT EMPLOYEES

LOCAL NO. RI - 315

JULY 1, 2017 THROUGH JUNE 30, 2020

TABLE OF CONTENTS

ARTICLE

| | | |
|-------|------------------------------------|----|
| I | RECOGNITION | 3 |
| II | MANAGEMENT RIGHTS | 3 |
| III | NEGOTIATION OF SUCCESSOR AGREEMENT | 3 |
| IV | UNION SECURITY | 3 |
| V | HOURS OF WORK | 4 |
| VI | LEAVES OF ABSENCE | 6 |
| VII | HOLIDAYS | 8 |
| VIII | VACATIONS | 9 |
| IX | INSURANCE BENEFITS | 10 |
| X | GRIEVANCE PROCEDURE | 13 |
| XI | INTERRUPTION OF WORK | 16 |
| XII | UNIFORMS | 16 |
| XIII | SENIORITY | 16 |
| XIV | WORKERS' COMPENSATION | 18 |
| XV | PROMOTIONS | 18 |
| XVI | GENERAL PROVISIONS | 18 |
| XVII | REMUNERATION | 19 |
| XVIII | SUBCONTRACTING | 19 |
| XIX | PENSION | 19 |
| XX | DURATION | 19 |
| | APPENDIX A | 21 |

AGREEMENT

This Agreement is made by and between The Rocky Hill Board of Education (hereinafter referred to as the BOE) and the National Association of Government Employees Local No. RI-315 (hereinafter referred to as the "Union").

ARTICLE I RECOGNITION

The BOE recognizes the Union as the exclusive bargaining agent for all employees in the unit consisting of all BOE custodial employees, facilities, including the painter, who work twenty (20) hours or more per week.

ARTICLE II MANAGEMENT RIGHTS

It is recognized that the BOE has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the Rocky Hill Board of Education, its school buildings, in all its aspects: including but not limited to the following: to select, hire and demote employees; to discharge and otherwise discipline any employees; and to promote and lay off employees.

ARTICLE III NEGOTIATION OF SUCCESSOR AGREEMENT

Not later than February 1, 2020, either party wishing to negotiate a successor agreement shall notify the other party in writing. During negotiations and until a successor agreement is executed, this Agreement shall remain in effect.

ARTICLE IV UNION SECURITY

SECTION 1. Each new employee, as condition of employment, shall become a member of the Union in good standing after thirty (30) days of employment or shall be assessed a "Union Service Fee." Said "Union Service Fee" shall be an amount in accordance with law.

SECTION 2. The BOE agrees to make dues deductions from the pay of members of the Union upon the receipt of a written authorization from the member. Payment of collected dues will be paid over to the Union, normally not later than the second Friday of each month after said dues are collected. The Union agrees to save the BOE and its agent(s) harmless from claims, demands or judgments resulting from the implementation of this Article.

SECTION 3. The number of members of the Union negotiating committee to be granted leave under this Article shall be agreed upon in advance of the meeting by a representative of the BOE and the Union. The number of staff to be so released would not exceed three (3) members. The purpose of this release is to negotiate the terms of a successor Agreement at sessions which, if scheduled during the working hours of the negotiating committee, are without loss of pay and which, if scheduled during non-working hours, are unpaid.

SECTION 4. Up to three (3) employee days per year shall be granted for union business leave, to attend conventions or educational seminars of the Union, and any other off-duty Union business in this Section. No more than three (3) members shall be off duty on Union business leave with pay at the same time. The Union shall be required to submit the names of the three (3) members as far in advance as practicable.

ARTICLE V HOURS OF WORK

SECTION 1. "Full time" employees are employees regularly scheduled to work forty (40) hours a week. The normal work week for "traditional full-time custodial employees," other than "floater employee", shall consist of five (5) eight (8) hour days, Monday through Friday, provided that this shall not be claimed or construed as a promise or guarantee of any minimum number of days or hours of work. For employees hired after July 1, 2014, the normal work week shall be a consecutive five (5) day schedule, Monday through Saturday. Included in the normal work week is one-half hour paid lunch/supper on the premises for employees scheduled to work a full forty (40) hour schedule. All employees will be required to work reasonable amounts of overtime if desired by the BOE at its discretion. Starting and finishing times shall be as determined by the Assistant Superintendent of Finance and Operations. Subject to change by the BOE in its discretion for operational or efficiency reasons, traditional (non-floater) custodial staff should be scheduled as follows;

- 1) The initial shift (the "first" or "day" shift) will begin within two (2) hours of seven o'clock A.M. and end within two (2) hours of three o'clock P.M.;
- 2) The second ("evening") shift will begin within two (2) hours of 2:30 P.M. and end within two (2) hours of 10:30 P.M.;
- 3) A second daytime shift will begin within two (2) hours of 10:00 A.M. and end within two (2) hours of 6:00 P.M. No employee is promised or guaranteed assignment to any established shift and no specific shifts are promised or guaranteed to be maintained by this Agreement. The BOE maintains the right to establish new shifts or eliminate or restructure existing shifts at its discretion, after considering any input from the Union.

SECTION 2. Floating Custodians. The BOE may in its discretion employ two (2) floating custodial employees. Floating custodians shall be flexible assignments and, in the BOE's discretion, either full time and/or part time. Floating custodians will be assigned to work nontraditional shifts and nontraditional work hours and may be assigned to work at more than one facility. Floating custodians shall be paid according to the custodian wage rate set forth in the wage appendix to this contract, and shall receive overtime pay only after working over forty (40) hours in a single work week (no overtime premiums are paid except for hours worked in excess of 40 in a single week). In addition to performing a traditional assignment where needed, floating custodians may be used in areas where short term or long term supplementation of the work force is required, for special projects, to work buildings used by outside groups, and for other work assignments. It shall be the responsibility of the BOE to determine when and where

to assign floating custodians and to decide whether the job in question is to be performed by a floating custodian or by an employee assigned to the facility or location in question.

SECTION 3. An employee shall be paid at one and one-half times his/her regular basic rate for all work performed by him/her beyond the basic work week of forty (40) hours. For purposes of computing overtime, all paid time shall be considered as time worked.

SECTION 4. Minimum fees paid for activities, or call-ins (not building checks) shall be three (3) hours; provided, the BOE shall not assign a custodian more work to avoid payment of overtime. Building security checks shall be for actual time worked with a minimum of two (2) hours at the regular hourly rate. In the event an employee is called back to work more than once during any three (3) hour period at a time not contiguous to his or her regular shift, the employee shall receive a minimum of three (3) hours pay for the first call back with pay for time not to exceed time actually worked for the subsequent call back(s).

SECTION 5. If a custodian is scheduled to come in to work to cover a rental assignment, a two (2) hour minimum notice of cancellation shall be required or the custodian shall receive payment for two (2) hours at his/her applicable rate.

SECTION 6. All overtime in each building shall be distributed in each building among off-duty employees assigned to that building on a fair and equal basis. In the event no employee volunteers for an overtime assignment, the administration may assign an employee within each building to perform the work on a rotating basis, commencing with the least senior to the more senior employee.

SECTION 7. When any regular employee(s) are transferred by the BOE to a different position or assignment, whether on a temporary or permanent basis, or when the BOE wishes to create a new or revised shift, the BOE will consult with a representative(s) of the Union and consider their recommendations before finalizing the change.

SECTION 8. The BOE shall pay two (2) times the regular hourly rate for work performed on holidays and Sundays.

SECTION 9. In the event of weather emergencies involving snow, rain, wind, ice, electrical storms, hurricane, tornado and the like, bargaining unit members will be required to respond to perform outside building tasks such as snow removal, debris removal and other weather related outdoor tasks, including removal of snow from all sidewalks areas including those along the adjacent streets. Union members shall be subject to call in or hold over to perform the needed work.

The BOE shall pay each employee who is available to respond to such emergencies an annual lump sum of \$500 payable in the first week of May. Employees will only be eligible for this stipend if attendance for weather related events is a minimum of 90%. Current employees who provide a note from their physician stating for medical reasons (outside of age) they cannot perform snow removal duties will be excused. These employees will not be eligible for the callout stipend. The BOE reserves the right to require an exam by a physician of the BOE's choice at the BOE's expense, if for any reason they have cause to believe the employee is fit for snow removal.

For all employees hired after July 1, 2007 snow removal is a condition of employment.

SECTION 10. All parties who use BOE facilities shall abide by Board of Education policies.

SECTION 11. Whenever an employee is temporarily assigned to the duties of head custodian the employee will be paid an additional \$1.00 per each hour worked as head custodian.

ARTICLE VI LEAVES OF ABSENCE

SECTION 1. Except as otherwise specifically provided, the following provisions shall apply to full-time employees.

SECTION 2. Personal Days: Each full-time employee shall be granted with pay up to five (5) personal days, with two (2) days for part-time employees, per year which may be used for personal business that cannot be conducted outside regular work hours. Personal days shall not be used to extend vacation time or to create long weekends. Personnel days cannot be carried over or accrued. Employees shall submit their request for use of a personal day with the reason for the requested personal day to their head custodian and the Assistant Superintendent of Finance and Operations or his/her designee at least forty-eight (48) hours in advance. In the event of an emergency that prevents prior notice, employees are to notify the Assistant Superintendent of Finance and Operations as soon as possible.

Full-time employees hired after June 30, 2014 shall be granted up to three (3) personal days per year.

SECTION 3. Bereavement Leave: The Assistant Superintendent of Finance and Operations and/or his/her designee will grant up to five (5) days leave for full-time custodians and facilities trade mechanics and up to two (2) days for part-time custodians for death in the immediate family. Immediate family shall be defined as to include spouse, parent, parent-in-law, grandparent, brother, sister, child, grandchild, stepchild, stepparent or any relative living within the household. Up to two (2) additional days may be granted by the Assistant Superintendent of Finance and Operations for extended time for extended travel needs or for other good cause. Up to two (2) days will be allowed for attendance at the funeral of other relatives not listed above with prior approval of the Assistant Superintendent of Finance and Operations.

SECTION 4. Sick Leave: each employee shall be entitled to sick leave fifteen (15) days per year. Sick leave shall be accrued at the rate of 1.25 days per calendar month. Sick leave may be accumulated to no more than 250 days. Any employee hired after July 1, 2007 will not be eligible for sick leave severance pay for unused sick time. The BOE may grant an extended leave without pay beyond accumulated sick leave. The granting and the determination of the length of such leave shall be at the BOE's sole discretion. At the commencement of and during the course of any leave granted for medical reasons, the Assistant Superintendent of Finance and Operations and/or his/her designee may require an employee to provide a statement from his/her physician indicating the anticipated date the employee will return to work and either the nature of the illness or the disability or the fitness of the employee to return to work. The BOE may require the employee to undergo an examination by a BOE appointed physician to verify this

information. No sick leave shall accumulate while an employee is on a leave of absence, medical or otherwise. In the event the BOE has a reasonable suspicion that an employee is abusing sick leave, the BOE may require the employee to submit a certificate from a physician, at BOE expense, substantiating the nature of the employee's illness or injury.

Part-time employees (those working a minimum of twenty hours) shall be entitled to sick leave up to nine (9) per year. Sick leave shall be accrued at the rate of .75 days per calendar month. Sick leave shall be accumulated to not more than two hundred twenty (220) days. The BOE may grant an extended leave without pay beyond accumulated sick leave. The granting and the determination of the length of such leave shall be at the BOE's sole discretion. At the commencement of and during the course of any leave granted for medical reasons, the Assistant Superintendent of Finance and Operations and/or his/her designee may require an employee to provide a statement from his/her physician indicating the anticipated date the employee will return to work and either the nature of the illness or the disability or the fitness of the employee to return to work. The BOE may require the employee to undergo an examination by a BOE appointed physician to verify this information. No sick leave shall accumulate while an employee is on a leave of absence, medical or otherwise. In the event the BOE has a reasonable suspicion that an employee is abusing sick leave, the BOE may require the employee to submit a certificate from a physician, at TBOE expense, substantiating the nature of the employee's illness or injury.

SECTION 5. Severance Pay

- (a) An employee separating from the BOE service in good standing shall be entitled to a payment for unused sick leave on the following schedule:

For separation after 15 years of service – 50% of time accrued

These allowances cannot be used to extend the separation date.

- (b) Employees terminated involuntarily or who leave BOE employment in other than good standing shall not be entitled to severance pay.

Employees hired after July 1, 2007 shall not be entitled to this benefit.

SECTION 6. Longevity Pay:

Effective July 1, 2007 Longevity payments will be paid annually with the employee's last paycheck of the contract year as follows:

| | |
|---------------|-----------|
| Fifteen years | \$750.00 |
| Twenty years | \$1000.00 |

Employees hired after July 1, 2007 will not be eligible for longevity payments.

ARTICLE VII HOLIDAYS

SECTION 1. All full-time employees shall be entitled to the following holidays with pay:

| | | |
|------------------|---------------------|------------------------|
| New Year's Day | 2 Floating Holidays | Martin Luther King Day |
| Good Friday | Thanksgiving Day | Day after Thanksgiving |
| Memorial Day | Christmas Day | Day after Christmas |
| Independence Day | Columbus Day | |
| Labor Day | President's Day | |

Floating holidays may be scheduled by the employee with the approval of the administration, provided that the selected day does not prevent staffing issues for the schools.

SECTION 2. All regular part-time employees who work twenty (20) hours or more, but less than forty (40) hours per week, shall be entitled to the following holidays at their regular rates of pay:

| | |
|------------------------|------------------------|
| New Year's Day | Labor Day |
| Martin Luther King Day | Thanksgiving Day |
| President's Day | Day after Thanksgiving |
| Good Friday | Christmas Day |
| Memorial Day | Floating Holiday |
| Independence Day | |

Floating holidays may be scheduled by the employee with the approval of the administration, provided that the selected day does not prevent staffing issues for the schools.

SECTION 3. The above holidays shall be celebrated on the day declared by the federal or state government, or in lieu thereof, by the Board of Education, as the official day of celebration and only when school is not in session. In the event that school is in session on a holiday listed above, employees will be given a different day.

SECTION 4. The allowance of holiday pay is subject to the employee working on the scheduled work day immediately prior and immediately after the holiday, with the exception of illness or vacation day(s).

ARTICLE VIII VACATIONS

SECTION 1. A full-time employee shall be entitled to one (1) week (5 working days) of vacation leave for each six (6) months full time service to one (1) year, beginning with the date of employment. No vacation time shall be taken until the employee has completed six (6) months of service.

- a) Two (2) weeks' vacation each year for employees with one (1) year through five (5) years of full-time service.

Between the 5th and 15th year of employment, full-time employees shall be entitled to additional vacation as follows:

| | |
|----------------------|---------|
| 5th & 6th years | 15 days |
| 7th & 8th years | 16 days |
| 9th year | 17 days |
| 10th\11th & 12 years | 18 days |
| 13th & 14th years | 19 days |
| 15th year | 20 days |
| 20th year | 22 days |

Any employee currently receiving more than twenty-two (22) days' vacation will be capped at their current number of vacation days. Employees hired after June 30, 2014 will be capped at twenty (20) vacation days.

SECTION 2. A full-time employee, who on June 30th of the preceding year was continuously and actively employed for twelve (12) months shall be entitled to his/her vacation leave as of July 1st.

SECTION 3. Pro-rated accumulated vacation pay from the date of employment to the end of the preceding month shall be granted to an employee in the event the employee terminates service with the BOE, providing the employee gives the BOE at least two (2) weeks advance notice of said employees desire to terminate.

SECTION 4. A maximum of ten (10) vacation days may be carried over to the following year if requested in writing prior to June 30th and approved by the Assistant Superintendent of Finance and Operations and/or his/her designee. Employees hired after June 30, 2014 may carry over a maximum of five (5) unused vacation days. All vacation carry over time must be used by December 31st.

SECTION 5. Vacations shall be scheduled by mutual agreement of the employee and the immediate supervisor, with the approval of the Assistant Superintendent of Finance and Operations and/or his/her designee. Seniority shall prevail among employees of the same classification should scheduling conflicts arise.

SECTION 6. Employees shall be entitled to take vacation on a day-to-day basis. Such requests for a day of vacation shall require forty-eight (48) hours' advance notice to the employee's immediate supervisor.

SECTION 7. Regular part-time employees who work twenty (20) or more hours, but less than forty (40) hours, per week, shall be entitled annually to five (5) days of vacation with pay, after the completion of one (1) year of employment, and ten (10) days' vacation with pay after completion of ten (10) years of employment. After ten (10) years, the employee will be entitled to one (1) additional day each year after fifteen (15) years, when the employee shall be entitled to three (3) weeks' vacation with pay. Said pay will be based on the number of hours normally worked by the individual part-time employee.

ARTICLE IX

INSURANCE BENEFITS

SECTION 1. Effective July 1, 2017, the employee premium share for the HDHP/HSA plan will be 13.5%, effective July 1, 2018 the employee premium share will be 14.0%, and effective July 1, 2019, the employee premium share will be 14.5%.

The Board will provide for employees the option of two insurance plans, a POS plan and a High Deductible Plan (HDHP) with a Health Savings Account (HSA) as set forth in Appendix ____.

The individual deductible for the HDHP/HSA Plan is two thousand dollars (\$2000) and a two-person or family deductible is four thousand dollars (\$4000), with an In-Network out of pocket maximum of \$2000/4000, and an Out of Network maximum of \$4000/8000. Effective June 30, 2020, once the deductible is met, prescription drugs will be subject to co-pays as follows: Generic \$5; Preferred \$25; Non-preferred \$40; two times (2x) mail order co-pay. The Board will fund fifty percent (50%) of the applicable HDHP/HSA deductible amount. Half of the BOE's contribution toward the HDHP/HSA deductible will be deposited into the employee's HSA account on the first payroll date in July, and the second half of the BOE's contribution will be deposited on the first payroll in January. The parties acknowledge that the BOE's fifty percent (50%) contribution toward the funding of the HAS plan is not an element of the underlying plan, but rather relates to the manner in which the deductible shall be funded for active employees. The BOE shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment with the BOE.

Effective July 1, 2016, employees who elect the POS plan shall pay a premium share equal to the difference between the BOE's total contribution for coverage under the HDHP/HSA plan, including the cost of the deductible contribution, and the annual cost of the POS coverage. If, at the start of the 2019-20 contract year, less than 10% of employees are enrolled in the POS plan, then the POS plan option will cease to be a health insurance plan option and the HDHP/HSA plan will be the only option for employee health insurance.

In addition, the BOE shall provide employees and their dependents a Dental Plan, Class I, II and III. In classes II and III there is an annual deductible of \$50 per individual and \$150 per family.

Group Life Insurance: \$25,000 in group life insurance is provided to all employees. Basic benefit is doubled in the event of accidental death. This coverage will not be subject to any premium share on the part of the employee therefore the employee shall not have the right to waive coverage. AD&D coverage of \$5000 will be provided to all employees.

Pre-Tax Contribution: In accordance with Public Act No. 07-185 any employee for which any portion of the premiums for health insurance are deducted from the employees' pay shall be offered the opportunity to have such portion excluded from their gross income for state or federal income tax purposes, except as required under Section 125 of the Internal Revenue Code of 1986, or any subsequent corresponding internal revenue code of the United States, from time to time amended. In order to be eligible for this benefit a Salary Reduction Agreement signed by the employee must be submitted.

SECTION 2. The BOE shall have the right to change insurance carrier provided that the coverage offered by the new carrier is substantially equivalent to the present coverage when viewed as a whole.

SECTION 3. Regular part-time employees who work more than twenty (20) hours and less than thirty-five (35) hours shall be entitled to purchase the group medical insurance, and group life insurance detailed in Section 1 by paying in advance monthly forty-five percent (45%) of group premium rates.

SECTION 4. For employees retiring who were hired before July 1, 1990, at the regular or early retirement age of sixty-two (62) with at least fifteen (15) years of service the BOE shall continue to assume 100% of the cost of the individual health insurance coverage until such time the employee is eligible for Medicare.

If they retire on or after July 1, 2001, under the Plan with at least twenty-five years (25) or more of credited service, they may elect to continue BOE provided medical and major medical insurance coverage in effect after retirement for his/her eligible dependents, with the BOE paying one-half (50%) of the cost of the dependent coverage and the Retiree the remaining cost. When any Retiree who is receiving insurance continuation from the BOE under this provision is divorced or has a marriage annulled, any and all spousal (dependent) coverage which may then be provided by the BOE under this provision shall immediately cease. In the event of the death of a Retiree who is receiving insurance continuation under this provision for himself/herself and eligible dependent(s), the dependent(s) shall be permitted to continue the coverage in effect after the death of the Retiree at the established 50%/50% shared payment rate until either/or remarriage of the surviving spouse/dependent, end of dependency status, or upon eligibility for coverage under any other medical insurance program or plan, including but not limited to Medicare/Medicaid or any other government program. As stated above, the post-retirement insurance continuation benefits provided herein shall terminate when the Retiree is or becomes eligible for any another medical insurance coverage and it is specifically to be the case that Retirees who become eligible for any government insurance continuation program such as Medicare or Medicaid and their dependents will no longer be eligible for benefits under this section.

Effective July 1, 2007 any person hired after July 1, 2007 who retires after twenty-five (25) years of service and is at least age sixty (60) may elect to continue to receive medical benefits under the same terms as current employees until eligible for coverage under any other medical insurance program or plan, including but not limited to Medicare/Medicaid or any other government program.

Employees hired after June 30, 2014 are not eligible for post-employment health insurance benefits.

SECTION 5. Group Long Term Disability: Bargaining unit members shall be entitled to Long Term Disability Insurance for injury or sickness to begin on the later of: (a) the date all accrued sick leave has been used; or (b) 180 days. The BOE will assume the full cost of this plan.

Benefit Percent

60% of current salary

Maximum Monthly Benefit \$5,000

Employees hired after June 30, 2014 will receive a maximum benefit of 50% of monthly earnings, with a maximum monthly benefit of \$2,500.

SECTION 6. The BOE will designate an employee to whom employees may direct insurance questions. This person shall not be empowered to give legal advice and may not waive, alter or amend any insurance policy or regulation.

ARTICLE X GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise under the specific provisions of this Agreement.
2. Nothing contained herein shall be construed as limiting the right of any member of the unit to discuss informally a concern or problem with any appropriate member of the school administration.

B. Definitions

1. A "grievance" shall be defined as a complaint by an employee that there has been a violation, a misinterpretation or a misapplication of a specific provision or provisions of this Agreement.
2. A "grievant" shall mean any employee directly affected by an alleged violation, misinterpretation or misapplication of a specific provision or provisions of this Agreement who then files a grievance.
3. The term "days" shall be defined as calendar days.

C. Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered the maximum and every effort should be made to expedite the process. The time limit specified may be, however, extended by mutual agreement between the Assistant Superintendent of Finance and Operations and the grievant provided such agreement is in writing and is signed.

1. Level One - Informal Procedure

Prior to filing a complaint, the grievant may discuss the situation with his/her immediate administrator in an attempt to informally resolve the situation.

2. Level Two - Immediate Administrator

Within fifteen (15) days after the employee knew or should have known of the alleged grievance, he/she must file a written complaint with his/her immediate administrator (except those employees under the direct supervision of the Superintendent shall file the grievance with Assistant Superintendent of Finance and Operations), identifying the specific contract language which the grievant alleges to have been violated, misinterpreted, or misapplied. Within ten (10) days after receiving the written grievance the administrator, or if applicable, the Assistant Superintendent of Finance and Operations, shall meet with the grievant in an attempt to resolve the grievance. Within ten (10) days after such meeting, the administrator or the Assistant Superintendent of Finance and Operations, shall render his/her decision in writing. If for any reason the administrator or the Assistant Superintendent of Finance and Operations does not render his/her decision within ten (10) days after the meeting, or if the decision is rendered and the grievant wishes to appeal, the grievant may appeal to Level Three or in the case of employees filing a grievance with the Assistant Superintendent of Finance and Operations to Level Four.

3. Level Three - Assistant Superintendent of Finance and Operations

An appeal to the Assistant Superintendent of Finance and Operations must be made in writing within five (5) days after the immediate administrator renders his/her decision, or within five (5) days after the ten pay period set forth in Level Two for rendering a decision has expired. The written appeal must repeat all the information specified in the complaint submitted to the immediate supervisor. Within ten (10) days after receiving the written grievance by the Assistant Superintendent of Finance and Operations, the Assistant Superintendent of Finance and Operations shall meet with the grievant in an effort to resolve the grievance. Within ten (10) days after such meeting, the Assistant Superintendent of Finance and Operations shall render his/her decision in writing. If for any reason the Assistant Superintendent of Finance and Operations does not render his/her decision within ten (10) days after the meeting, or if the decision is rendered and the grievant wishes to appeal, the grievant may appeal to Level Four.

4. Level Four - Superintendent of Schools

An appeal to the Superintendent of Schools must be made in writing within five (5) days after the Assistant Superintendent of Finance and Operations renders his/her decision, or within five (5) days after the ten day period set forth in Level Two or Three, as applicable for rendering a decision has expired. The written appeal must repeat all the information specified in the complaint submitted to the Assistant Superintendent of Finance and Operations. Within ten (10) days after receiving the written grievance the Superintendent shall meet with the grievant in an effort to resolve the grievance. Within ten (10) days after such meeting, the Superintendent shall render his/her decision in writing. If for any reason the Superintendent does not render his/her decision within ten (10) days after the

meeting, or if the decision is rendered and the grievant wishes to appeal, the grievant may appeal to Level Five.

5. **Level Five - Board of Education**

An appeal to the Board of Education must be made in writing within five (5) days after the Superintendent renders his/her decision, or within five (5) days after the ten day period set forth in Level Four for rendering a decision has expired. The written appeal must repeat all the information specified in the complaint submitted to the Superintendent. The Board of Education or committee of the Board will hear the grievance within thirty (30) days of the submission of the grievance and shall issue a decision within fifteen (15) days from the date of the hearing.

6. **Level Six - Arbitration**

If the grievant or the Union is not satisfied with the decision at Level Five, the Union, at its discretion, may request the services of the American Dispute Resolution Center to act as arbitrator of the grievance. A demand for arbitration must be in writing and must be filed with the Dispute Resolution Center and the Director of Finance and Operations within ten (10) days of the receipt of the decision under Level Five or within ten (10) days after the fifteen (15) day period set forth in Level Five for rendering a decision has expired. The demand for arbitration must set forth the provisions of the contract alleged to have been violated, misapplied, or misinterpreted. The arbitrator shall limit his/her decision to the terms of this Agreement and he/she shall have no authority to add to or subtract from the Agreement. The arbitrator's award shall be binding on both parties.

- D. 1. The arbitration fee and expenses shall be borne equally by the parties to this Agreement.
2. If a grievance is not filed within the time limits specified herein, then such grievance shall be waived permanently.

Upon the initiation of a formal grievance at Level 2, the grievant may be accompanied by a union representative

**ARTICLE XI
INTERRUPTION OF WORK**

The Union agrees that there will be no strike or stoppage of work during the term of this Agreement.

**ARTICLE XII
UNIFORMS**

The BOE shall provide uniforms for all full-time custodians and head custodians, and coveralls for those whose work involves cleaning and maintenance of boilers or painting. Such uniforms

shall be provided at no cost to the employee. All safety equipment required by law shall be provided at the expense of the BOE.

Each full-time employee shall be issued annually five (5) long-sleeved shirts and five (5) short-sleeved shirts plus five (5) pairs of trousers. Part-time employees shall be issued annually three (3) long-sleeved and three (3) short-sleeved shirts. In addition, up to two (2) replacement uniforms shall be issued annually to individuals who render uniforms unusable during the course of the workday. It is understood that employees shall report to work with clean and neat uniforms. Cost of caring for and cleaning of uniforms shall be borne by the employee.

Every two (2) years, if snow removal is required, custodians will be provided with foul weather gear (jackets and water repellant coveralls). Employees shall receive a stipend of up to two hundred fifty dollars (\$250.00) per year, upon proof of purchase, for the purpose of purchasing two pairs of safety shoes. If an employee does not use the entire safety shoe stipend, the remaining amount may be used for the purchase of gloves and hats for snow removal, upon proof of purchase. Unless the employee's physician indicates otherwise, such shoes must be worn by each employee at all times.

ARTICLE XIII SENIORITY

SECTION 1. New employees shall serve a probationary period of ninety (90) calendar days and shall have neither seniority rights nor any grievance rights during this period, but shall be subject to all other provisions of this agreement. All employees who have completed the probationary period shall acquire length of service records as of the date of their employment.

SECTION 2. The BOE shall prepare a list of all employees in the bargaining unit showing their seniority in length of continuous service with the BOE. Such seniority shall be from the date of employment. The BOE will recognize the seniority of custodial employees that was in effect as of June 30, 2014. The BOE shall give the Union a copy of an up-to-date seniority list annually in June. Separate seniority lists shall be maintained for head custodians, full-time employees and part-time employees. Part-time employees who become full-time employees without interruption of service shall have seniority dated to the date of employment as part-time employees.

Whereas The Rocky Hill Board of Education assumed the labor contract covering the bargaining unit from the Town of Rocky Hill effective July 1, 2014, and became the employer of the bargaining unit members as of that date, the seniority of all former Town of Rocky Hill employees who became employees of The Rocky Hill Board of Education as of July 1, 2014, without a break in service, shall be carried over to their BOE service and shall continue to accumulate unbroken.

SECTION 3. In the head, full-time and part-time custodian classifications (as set forth in Appendix A-Salary Schedule), layoffs shall be made within the employees classification in the reverse order of seniority provided always that the retained employees are capable of performing the available work. In the event of layoff for lack of work, probationary employees will be laid off first.

SECTION 4. In the event of a layoff within the full-time head custodian classification, the employee affected shall have the right to displace the least senior employee within the fulltime custodian classification.

SECTION 5. In the event of a layoff within the full-time custodian classification, the employee affected shall have the right to displace the least senior employee within the part-time custodian classification.

SECTION 6. For a period of two (2) years the affected employees shall have the right to be recalled to the classification from which he/she was laid off, if a position should become vacant or be reinstated, or to a position in a lower classification. The choice of employees to rehire shall be based upon seniority. Provided the employee can, in the judgment of the BOE, satisfactorily perform the available work.

SECTION 7. No person shall be newly employed in a classification that includes personnel on that recall list until all persons on the recall list have been notified by certified mail sent to the employee's last known address and such persons either are offered re-employment or decline such re-employment offer. It shall be the employee's responsibility to notify the BOE of his current address. An employee who declines an offer of re-employment in the same classification as previously employed shall forfeit recall rights. Failure to respond in writing to a notice of an opening within ten (10) working days after mailing thereof shall be deemed a refusal to accept re-employment. Returning employees must return to work within thirty (30) calendar days from the date of mailing of the notification.

SECTION 8. Members of the bargaining unit whose names are on the recall list will be notified of opportunities for temporary part-time or seasonal employment. No new employee shall be hired for a temporary part-time or seasonal position until all employees and the recall list have had an opportunity to decline. Notification of opportunities for such employment shall not constitute recall, and no employee shall forfeit rights by declining such employment.

ARTICLE XIV WORKERS' COMPENSATION

In cases where a full-time employee is absent from work because of injury or illness as covered by the Workers' Compensation Act, he/she shall receive from the BOE an amount which represents the difference between full salary and compensation benefits. The amount expended by the BOE during the first one hundred twenty (120) days of disability shall not be chargeable to any sick leave which the employee has accrued. Any benefits for subsequent periods shall be computed and charged against accumulated sick leave on a pro-rata basis.

ARTICLE XV PROMOTIONS

All vacancies and new positions shall be advertised to bargaining unit members for a period of five (5) days prior to permanently filling such vacancies or new positions. Job appointments are made by the BOE on the basis of ability to perform the assigned work, qualifications and seniority. If the candidates' ability to perform the assigned work and qualifications are

determined to be equal, seniority shall prevail, including with regard to promotions. Whether ability and qualifications are equal shall be determined at the discretion and in the opinion of the BOE.

ARTICLE XVI GENERAL PROVISIONS

SECTION 1. If any article or section of this Agreement is declared invalid by a court of competent jurisdiction, said invalidity shall not affect the balance of this Agreement.

SECTION 2. Every employee shall have the right to see and review his/her personnel file by appointment. In maintaining such files, the BOE shall respect the privacy rights of employees within constraints of applicable state law.

SECTION 3. When the BOE declares a special holiday, day of mourning or other event which cancels school (excluding snow days or closures due to building or equipment issues), said day shall be considered as an additional holiday under this Agreement.

SECTION 4. The BOE shall make available an electronic copy of this Agreement in PDF or Word format to each current and new bargaining unit employee.

SECTION 5. All paychecks shall be distributed via a direct deposit account into a financial institution selected by the employee. Direct deposits will be emailed to employees.

SECTION 6. All past practices, procedures and customs not specifically incorporated or protected by this Agreement are hereby rendered null and void.

ARTICLE XVII REMUNERATION

Employees shall be compensated in accordance with their classification as stipulated in Appendix A.

ARTICLE XVIII SUBCONTRACTING

It is understood that the BOE shall not subcontract for the purposes of laying off individual employees during the term of this Agreement.

ARTICLE XIX PENSION

The parties agree that the custodians employed by the BOE shall be covered under the Town Retirement Plan as adopted and amended by ordinance dated August 18, 1975 to include any future changes or amendments made applicable to them. Effective July 1, 1999, the retirement plan will be enhanced to provide a basic pension benefit of 1.5% of average monthly earnings, increased from the previous benefit level of 1.25%, and employee pension contributions shall be increased from 3% to 3.5% of wages. This pension benefit enhancement effective July 1, 1998 shall be for prospective service on and after July 1, 1998, only and will not be applied

retroactively to service performed before that date for pension benefit calculation purposes, and pension benefits for credited service worked prior to July 1, 1998, shall be calculated at the previous, 1.25% benefit rate. All employees hired after July 1, 2007 shall contribute 4% of wages to the pension plan, with pension benefits being calculated at 1.5% of average monthly earnings. An employee will be permitted to purchase prior years of credited service for pension purposes for prior service with The Rocky Hill Board of Education, the United States military, the State of Connecticut, or any other municipality in the state, at actuarially determined rates, provided that such purchase does not have any cost impact to the BOE. An employee may make arrangements with the BOE for reasonable payments schedules for any such purchase of prior service, in accordance with the pension plan.

Employees hired after June 30, 2014 will participate in a Direct Contribution pension plan maintained by the Town, with the same plan and contribution as available to municipal employees.

ARTICLE XX DURATION

This Agreement shall be effective from July 1, 2017, to and including June 30, 2020.

This Agreement shall be subject to negotiation on or before February 1, 2020, at the request of either party.

ROCKY HILL BOARD OF EDUCATION

**THE NATIONAL ASSOCIATION OF
GOVERNMENT EMPLOYEES
LOCAL NO. RI-315**

Date

Date

**APPENDIX A
SALARIES**

**NAGE-R315
July 1, 2017 - June 30, 2020**

Head Custodian

| | Start | 6 Months | 12 Months (Maximum) |
|--------|--------------|-----------------|----------------------------|
| 7/1/17 | \$27.22 | \$27.58 | \$28.27 |
| 7/1/18 | \$27.97 | \$28.34 | \$29.05 |
| 7/1/19 | \$28.67 | \$29.05 | \$29.78 |

Lead Custodian

| | Start | 6 Months | 12 Months (Maximum) |
|--------|--------------|-----------------|----------------------------|
| 7/1/17 | \$26.14 | \$26.49 | \$27.19 |
| 7/1/18 | \$26.86 | \$27.23 | \$27.94 |
| 7/1/19 | \$27.53 | \$27.91 | \$28.64 |

Custodian & Painter

| | Start | 6 Months | 12 Months (Maximum) |
|--------|--------------|-----------------|----------------------------|
| 7/1/17 | \$25.06 | \$25.41 | \$26.11 |
| 7/1/18 | \$25.75 | \$26.12 | \$26.83 |
| 7/1/19 | \$26.39 | \$26.77 | \$27.50 |

Part Time Custodian

| | |
|-----------|---------|
| 7/1/17-20 | \$21.36 |
|-----------|---------|