

REGIONAL SCHOOL DISTRICT NO. 14

AGREEMENT BETWEEN
NONNEWAUG REGIONAL SCHOOL DISTRICT NO. 14
AND TEAMSTERS LOCAL UNION NO. 677
INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN, AND HELPERS OF AMERICA

Through June 30, 2021

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REGIONAL SCHOOL DISTRICT #14

THIS AGREEMENT made and entered into between REGIONAL SCHOOL DISTRICT NO. 14, Towns of Bethlehem and Woodbury, Connecticut (referred to as the Employer) and Teamsters Local Union No. 677, an affiliate of the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA (hereinafter referred to as the "Union").

ARTICLE I RECOGNITION

The Employer recognizes the Union as the exclusive representative of all full time "custodial and maintenance employees," except those working less than twenty (20) hours per week, for the purpose of collective bargaining.

ARTICLE II MANAGEMENT

SECTION 1

Except as specifically set forth in this Agreement, the management of the schools, the manning of the same and the direction of the working forces will vest solely in the Employer, including the right to hire, transfer, assign, reorganize, or discontinue any services, positions, functions, operations or programs in whole or in part, promote, retain, for proper cause to discipline or discharge, establish and maintain standards of quality, efficient operation and worker efficiency, to relieve employees from duties because of lack of work and to determine schedules of operations. If not specifically set forth in this Agreement, there shall be no abridgment or diminutives of any function, authority, right or responsibility of the Employer.

SECTION 2

The Employer reserves the right to promulgate from time to time reasonable rules and regulations governing the attendance of employees, their performance of work and their conduct on the job as well as all other reasonable rules and regulations which may be established.

ARTICLE III UNION SECURITY

SECTION 1

As a condition of employment, each employee shall be either a member of the Union in good standing or, in lieu thereof, an agency fee payer. Union members shall pay to the Union initiation fees, Administrative dues, and monthly union dues in the amount uniformly required of its members as certified by the Union. Agency fee payers shall pay a monthly agency fee to the Union in the amount uniformly required of agency fee payers, which amount shall be certified by the Union. The obligation to pay initiation fees, Administrative Dues, union or Agency Fees under this provision commences on the 31st day following the employee's date of hire.

SECTION 2

Employer will deduct from the wages of all employees who have presented a signed check off card, regular monthly dues and initiation fees of the Union and agrees to remit to said Union all such deductions. All deductions shall be made from the first (1st) pay each month. The Union agrees that it will save the Employer harmless from any damage incurred by reason of carrying out the provisions of this Agreement concerning the deduction of wages and remittance of same to the Union for initiation fees and dues. Dues shall be sent to the Union by the 20th of the Month.

SECTION 3

Administrative dues – effective January 1, 1993, the Employer agrees to deduct the amount of five cents (\$.05) per hour for each hour worked or paid, the maximum weekly deduction shall not exceed two dollars (\$2.00) from the weekly pay of each employee who shall have authorized such deductions, in writing, as “Administrative Dues.” Deductions shall be made from the net pay of each employee who is or who becomes a member of the Union within the scope of the bargaining unit and is covered by this Agreement, provided such employee has voluntarily authorized the Employer to do so, in writing, on an administrative dues form to be furnished to the Employer. Such authorization form, deduction, practices and procedures enumerated in this Article shall be in compliance with the requirements of all Federal and State Laws and regulations regarding same, including section 302(c) of the Labor Management Relations Act, as amended.

SECTION 4

Effective July 1, 2017, the Employer agrees to deduct from paychecks of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The Employer shall transmit to DRIVE national headquarters on a monthly basis, in one (1) check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee’s social security number and the amount deducted from that employee’s check.

ARTICLE IV HOURS OF WORK AND OVERTIME

SECTION 1

The regular work week shall consist of five (5) consecutive eight (8) hour days Monday through Friday.

SECTION 2

Employees shall be paid at one and one-half (1 ½) times their regular basic rate for all work performed by them on Saturday.

SECTION 3

All time worked in excess of eight (8) hours per day shall be paid for as overtime at one and one-half (1 ½) times the employee’s normal rate. All overtime work must have prior approval of the Superintendent or his designee.

SECTION 4

All employees shall be guaranteed a duty-free lunch period of one-half (1/2) hour. This is not to be part of the eight (8) hour work day.

SECTION 5

Work performed on Sundays or Holidays shall be paid for as overtime at double the employee's normal rate.

SECTION 6

Any employee requested to work outside his or her regular working hours after having left his or her station for (1) hour, shall be guaranteed a minimum of three (3) hours pay, at the applicable overtime rates.

SECTION 7

Overtime shall be offered on a seniority basis by the Employer and/or its designee and a record kept by the head custodians. Should a custodian refuse overtime, that custodian will be charged for such overtime for record purposes and for sharing of overtime equally. Should all custodians refuse overtime work, then the custodians with the least seniority shall be required to work. All overtime during the year shall be offered as equally as possible. Any custodian who is absent on a regular work day will be skipped for overtime for that workday.

SECTION 8

All personnel shall report to work on all school days, whether or not school is cancelled due to weather conditions. Any person failing to report will be docked a day's pay, unless that person is excused by proper authorities.

SECTION 9

To be eligible for sick pay, 2nd shift employees must call in, if possible, prior to 10 a.m. and inform their immediate supervisor, the head custodian, or acting head custodian that they will not be reporting to work due to illness. All other employees must call in prior to their shift to the Maintenance Supervisor that they will not be reporting to work due to illness.

SECTION 10

Any custodian called into work before his or her starting time has three options:

1. Working their regular eight (8) hour shift at their regular basic rate.
2. Working an eight (8) hour shift from their call-in starting time. (Thus being able to leave after eight (8) hours; paid at their regular basic rate including shift differential if applicable.)
3. Working their regular eight (8) hour shift and the additional time preceding their eight (8) hour shift which will be paid at time and one-half (1/1/2). The premium time payment will only be made when the custodian completes his or her regular eight (8) hour shift.

Custodians are to indicate their option to their supervisor within one (1) hour of their reporting time. Custodians shall not be penalized if they are unable to come in prior to their regularly scheduled shift.

During school shutdown weeks/breaks as announced by the school calendar, all 2nd shift employees will report to work on the day shift schedule.

SECTION 11

Notwithstanding the foregoing, on a summer by summer basis, the board, at its discretion, shall have the right to implement a modified summer work week. The modified work week shall consist of four ten hour days at the regular rate of pay. All work in excess of ten (10) hours per day shall be paid at an overtime rate. The board must give the union written notice of its intent to implement the modified summer work week by the end of the first week of May.

SECTION 12

Except as otherwise provided in Article IX, Section 1.a, all time off shall be in minimum increments of a half day.

SECTION 13

All members of the bargaining group are required to have direct deposit.

ARTICLE V
STEWARD

SECTION 1

Union Steward shall be appointed by the Local Business Agent. The Union shall furnish the Employer with the name of its Steward and shall notify the Employer of any and all changes.

SECTION 2

The Union Steward shall have top seniority for as long as he or she remains Steward.

ARTICLE VI
HOLIDAYS

SECTION 1

All employees who have served sixty (60) days employment, and are covered by this Agreement, shall receive a full day's pay at their straight time rate of pay for the following holidays or days celebrated as such, regardless of the day of the week upon which the holiday falls:

Labor Day	Columbus Day
Veteran's Day	Thanksgiving Day
Friday after Thanksgiving	Day before Christmas
New Year's Eve Day	Christmas Day
New Year's Day	Martin Luther King Day
Good Friday	Memorial Day
Independence Day	
President's Day	One Floating Holiday

Approval for the Floating Holiday will be the same as for a Personal Day.

Any holiday falling on a Saturday or Sunday, which is not generally celebrated on a Friday or Monday, but which is included within the contract, shall be taken at the employee's discretion with the approval of the school principal.

SECTION 2

In order to be eligible for holiday pay, employees must work the last scheduled work day prior to and the next scheduled work day after such holiday, unless ill. Such illness is to be substantiated by a physician's certificate.

SECTION 3

When a holiday falls in a week during which an employee is on vacation, that employee shall receive another day off with pay.

ARTICLE VII VACATIONS

SECTION 1

Each employee shall accrue vacation leave from the employee's date of hire.

SECTION 2

Vacation leave shall be based upon the years of service completed and shall be earned according to the following accrual schedule:

<u>Number of years service</u>	<u>Accrual rate</u>
0 to 4	10 days per year
5 to 9	15 days per year
10 to 19	20 days per year
20 and more	25 days per year

SECTION 3

Newly hired employees may not use any accrued vacation leave until the July 1st following the date of hire. At that time, the employee will be eligible to use the vacation leave earned up to that point. In subsequent years, vacation leave allotted each July 1st will equal the amount of vacation accrued during the previous fiscal year consistent with the accrual schedule.

SECTION 4

Notwithstanding section 3, newly hired employees may not use vacation leave during the first six (6) months of employment.

SECTION 5

Employees shall choose their vacations in order of their seniority, subject to the approval of the Superintendent or his designee.

SECTION 6

The maximum vacation to be taken consecutively is two weeks. Any variation in this policy must be authorized by the Superintendent or his designee.

SECTION 7

- a. The custodial staff may not take vacation during school shutdown times or two weeks prior to the opening of the school year.
- b. The Employer retains the right to limit the number of employees on vacation at any one time.
- c. All vacation requests must be approved by the Building and Grounds Supervisor and the building Principal.

SECTION 8

All vacations must be taken during the fiscal year that the employee becomes eligible. Any exception to this requirement may be granted by the Superintendent or his designee upon the written request of the employee.

ARTICLE VIII SENIORITY

Seniority for employees governed by this Agreement shall be defined as the period of continuous employment with the Employer in the work covered by this Agreement.

SECTION 1

Seniority shall apply to employees older in service and in order of their seniority, to work available.

SECTION 2

All qualifications being equal, in the opinion of the employer, seniority shall prevail in any and all promotions. There shall be testing, if desirable in the opinion of the Employer, said testing procedure shall be established by mutual agreement.

SECTION 3

All job vacancies shall be posted for at least three (3) working days, and filled as soon as possible.

SECTION 4

Upon application of the employee, permission to transfer to comparable vacant jobs may be granted by the Superintendent of Schools or his designee.

SECTION 5

Seniority shall apply as follows:

1. To work opportunity in the event of layoff for lack of work, provided the person is qualified.
2. In recall to work after layoff, provided the person is qualified.
3. In selection of vacations from the vacation schedule.

SECTION 6

All new employees shall be hired with a seven (7) month probationary period and shall work under the provisions of this Agreement. During this time they may be dismissed or disciplined by the Superintendent of Schools or his designee, without any recourse under this Agreement.

After a seven (7) month probationary period, they shall be placed on the seniority list as regular employees in accordance with the date of hire.

SECTION 7

Seniority shall be broken only by:

1. Discharge.
2. Voluntary quit
3. Unauthorized leave of absence without valid reason.

SECTION 8

Recall rights will be limited to a period of one year.

ARTICLE IX HEALTH AND WELFARE BENEFITS

SECTION 1

- a. The Employer agrees to grant, after seven (7) months tenure, fifteen (15) days sick leave per annum. Sick leave shall accumulate at the rate of one and one quarter (1 ¼) days per month. New-employees shall be credited with sick leave to the date of hire after the six month probationary period is satisfied. Such leave may be accumulated to a maximum of one hundred twenty (120) days. It is understood that after three (3) consecutive days of absence, or where the employee has demonstrated a pattern of abuse or misuse of sick leave, a doctor's certificate will be necessary in order for the employee to qualify for sick leave. The doctor's certificate should indicate the amount of time the employee is expected to be absent and the date the employee will be available to return to work. Employees may be allowed to use sick days in two (2) hour increments to leave early or arrive late due to sickness, doctors or dentist appointment.
- b. Upon retirement or disability, the employee shall be reimbursed for the accumulated sick days equal to twenty-five (25) percent of days accumulated. In order to receive such reimbursement, the employee must have worked for the school district for a minimum of ten (10) years, and must be eligible for retirement or disability under the Federal Social Security Act. Employees hired on or after July 1, 2017 will be ineligible to receive this benefit.
- c. Three (3) days per year of the fifteen (15) sick days may be used to take care of immediate family members, provided a request is made to the administration at least 24 hours in advance. If advance notice is impossible due to an emergency, the administration shall exercise reasonable discretion in granting the use of a personal day.

SECTION 2

Employer agrees to continue present Regional School District #14 Group Insurance Plan for all employees.

SECTION 3

The Employer may, at its own expense and by a physician designated by the Employer,

require at any time any employee to have a medical examination, the results of which are kept on file in the Physician's office. In addition, the Employer agrees to provide an opportunity for each employee covered by this Agreement to obtain, without cost, only when the opportunity is offered to the total school staff:

- a. Flu Shots
- b. Chest X-rays
- c. Any other health or diagnostic test given to school employees.

SECTION 4: TEAMSTERS HEALTH & WELFARE PLAN:

7/1/17 - \$10.45 per hour = \$418.00 per week

7/1/18 - \$10.70 per hour = \$428.00 per week

7/1/19 - \$10.70 per hour = \$428.00 per week

7/1/20 - \$10.95 per hour = \$438.00 per week

Commencing with the first day of September, 2010, and for the duration of the current Collective Bargaining Agreement and renewals or extensions thereof, the Employer agrees to make payments to the Teamsters Local 677 Health Services and Insurance Plan, 1871 Baldwin Street, Waterbury, Connecticut 06706, for each and every employee performing work within the scope of and/or covered by the Collective Bargaining Agreement, whether such employee is regular probationary, or casual employee, irrespective of his status as a member or non-member of the Local Union, from the first hour of employment subject to this Collective Bargaining Agreement as follows:

Commencing July 1, 2017, the Employer shall contribute to the respective Health Services & Insurance Plan the sum of ten dollars and forty-five cents (\$10.45) per hour figured to the nearest quarter hour for which an employee covered by this Agreement receives pay up to a maximum of forty (40) hours but not more than four hundred eighteen dollars (\$418.00) per week for any one employee.

Commencing July 1, 2018, the Employer shall contribute to the respective Health Services & Insurance Plan the sum of ten dollars and seventy cents (\$10.70) per hour figured to the nearest quarter hour for which an employee covered by this Agreement receives pay up to a maximum of forty (40) hours but not more than four hundred twenty eight dollars (\$428.00) per week for any one employee.

Commencing July 1, 2019, the Employer shall contribute to the respective Health Services & Insurance Plan the sum of ten dollars and seventy cents (\$10.70) per hour figured to the nearest quarter hour for which an employee covered by this Agreement receives pay up to a maximum of forty (40) hours but not more than four hundred twenty eight dollars (\$428.00) per week for any one employee.

Commencing July 1, 2020, the Employer shall contribute to the respective Health Services & Insurance Plan the sum of ten dollars and ninety-five cents (\$10.95) per hour figured to the nearest quarter hour for which an employee covered by this Agreement receives pay up to a

maximum of forty (40) hours but not more than four hundred thirty eight dollars (\$438.00) per week for any one employee.

For the purpose of this Article, each hour paid for or any portion thereof, figured to the nearest quarter hour as well as hours of paid vacation, paid holidays or other hours for which pay is received by the employee shall be counted as hours for which contributions are payable. If an employee 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 contribution of 40 hours for a period of four (4) weeks.

All contributions shall be made at such time and in such manner as the Trustees require, and the Trustees shall have the authority to have an independent Certified Public Accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to Health Services & Insurance Plan.

If the Employer fails to make contributions to the Health Services & Insurance Plan within 5 business days after the notice of delinquency has been sent to the Employer in writing, the Local Union shall take whatever steps are necessary to secure compliance with this Article. The Employer's liability for payment hereunder shall not be subject to the Grievance Procedure or arbitration provided under this Agreement.

The Employer agrees to and has executed a copy of the Agreement and Declaration of Trust of Teamsters Local 677 Health & Welfare Fund. The Employer and Union, which are signatories, hereto, ratify the designation of the Employer and the Employee Trustees under such Agreement, and ratify all action already taken, or to be taken by such Trustees within the scope of their authority.

If an employee 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 of thirty-two (32) hours for a period of twelve (12) weeks after all sick days are used up. The Employer will pay forty (40) hours of contributions at the rate for weeks that the employee is entitled to sick pay. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions of thirty-two (32) hours shall not be paid for a period of more than twelve (12) months.

If an Employer fails to make contributions to the Health Services & Insurance Plan within seventy-two (72) hours after notice of delinquency, the Local Union shall take whatever steps are necessary to secure compliance with this Article, any provisions of the Agreement to the contrary notwithstanding, and the Employer shall be liable for all costs for collecting the payments due together with attorneys' fees and such penalties which may be assessed by the Trustees. The Employer's liability for payment hereunder shall not be subject to the Grievance Procedure or arbitration provided under this Agreement.

The Employer and the Union, which are signatories hereto, ratify the designation of the Employer and Employee Trustees under such Agreement, and ratify all action already taken, or to be taken by such Trustees within the scope of their authority.

SECTION 5

For every fiscal year of this agreement, three (3) designated personal days shall be granted for personal business upon approval of the employee's immediate supervisor and the Superintendent. Personal leave shall only be used for necessary and unavoidable business that cannot otherwise be conducted outside of the workday and for which arrangements cannot be made outside the workday or on other than a workday because of reasons beyond the control of the employee. These days may not be used consecutively without the Superintendent's prior authorization. Any decision by the Superintendent to grant consecutive use of personal leave time will not be precedent setting. Personal leave is not to be scheduled on a work day before or a work day after a holiday, extended weekend, or vacation except in the most exigent circumstances as approved by the Superintendent in his or her discretion. When applying for a personal day, the employee must state the reason for the day. When charging a personal day request, an employee's designated personal day will be used before sick/personal day requests are utilized. Additional personal days may be requested per Section 1 of this Agreement.

ARTICLE X PENSION

The Board of Education has implemented a pension plan effective during the 1972-1973 school year. The plan will be in effect only for full time employees. Employees hired by the Board on or after January 1, 2014 shall not be covered by or allowed to become participants in the pension plan but rather will be enrolled in a Section 403(b) defined contribution plan. However, employees hired before January 1, 2014 will be allowed to make employee contributions to the 403(b) plan on their own, provided that the Board is not required to make any contributions to the 403(b) plan for such employees.

The Defined Contribution Plan will follow these guidelines:

- a. The Board shall contribute to the Defined Contribution Plan two percent (2%) of the entire annual salary of each participating employee.
- b. The participating employee may contribute any voluntary contribution amount, as may be permitted by law and said Plan, provided that in no case shall the Board's contribution increase over the amount specified in subpart a., above.
- c. Any employee contributions shall vest immediately. Board contributions shall vest after five (5) years of continuous service to the Board.

Article X above contains a summary of expected plan provisions. The final language of the Defined Contribution Plan incorporating the above provisions shall prevail over the summary language contained in Article X.

ARTICLE XI COMPENSATION FOR INJURY

Any injury or physical disability, due to the pursuit of his/her occupation, shall be compensated for in accordance with the Worker's Compensation Laws of the State of Connecticut.

ARTICLE XII
FUNERAL LEAVE

Absence from work because of death in the employee's immediate family shall be excused and compensated for under the following conditions:

- a. Notification of the Superintendent or his designee.
- b. The immediate family shall be grandmother, grandfather, mother, father, spouse, civil union partner (as defined by state law), son, daughter, brother, sister, grandchildren, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, or any other relative living with and depending on the employee.
- c. The purpose of time off with pay is to attend the funeral services. Compensation shall be paid at the employee's hourly rate times the number of hours his or her department operates, and not to exceed three (3) days or any day beyond the day of the funeral, except that time off will be extended two (2) days beyond the day of the funeral of spouse, or children, if the employee is an hourly rated employee. The employee shall not be compensated for absence on days when the school or the employee is not scheduled to operate.

ARTICLE XIII
JURY DUTY

When an employee serves on a jury, whether in a State or Federal court, during days when he or she would otherwise be scheduled to work, the employee shall be paid by the Employer the difference between the employee's jury duty pay and the number of hours the employee's department operates, times the employee's hourly rate, if the employee is an hourly employee. Employee's who are called to jury duty and spend four (4) hours or more at jury duty will not have to report to work their regular shift that day, and the compensation provided above will be adjusted accordingly.

ARTICLE XIV
DISMISSAL AND SUSPENSION

SECTION 1

A regular non-probationary employee shall not be disciplined or discharged except for just cause. All notices with respect to disciplinary action, except verbal warnings, must be in writing to the employee with a copy to the business agent.

SECTION 2

If employee refuses work assignments he or she may be suspended without pay for the remainder of the working day. It is understood that certain other offenses may result in suspension or discharge without pay depending upon the severity of the offense.

ARTICLE XV
LEAVE OF ABSENCE

Any employee, with seniority rights, may be granted a leave of absence if agreed to by the Employer and the Union, without loss of seniority rights. A leave of absence shall be understood to mean absence from work without pay. A leave requested by an employee and consented to by the Employer and the Union will be for an agreed period of time, but in no instance will the leave be more than one year.

During the period of absence, the employee shall not engage in gainful employment. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved and immediate discharge.

ARTICLE XVI
CLASSIFICATION, GRADE AND WAGE SCHEDULE

SECTION 1

Classification 1 -----Head Custodian
 Classification 1A -----Maintenance Person
 Classification 2 -----Night Shift Foreman
 Classification 3 -----Custodian

SECTION 2

	<u>7/1/2017-</u> <u>6/30/2018</u>	<u>7/1/2018 -</u> <u>6/30/2019</u>	<u>7/1/2019 -</u> <u>6/30/2020</u>	<u>7/1/2020-</u> <u>6/30/2021</u>
Classification # 1	27.15	27.97	28.81	29.67
Classification #1A	27.15	27.97	28.81	29.67
Classification # 2	26.42	27.21	28.03	28.87
Classification # 3	24.94	25.69	26.46	27.26

New employees: \$.25 less first two (2) months.

SECTION 3

In consideration of checking schools' heating plants, doors, windows, and water pipes during the cold months of November through March, the employee will receive 1.5 times hourly rate for hours worked. This is to occur on Saturday and Sunday, and any two days or more of school closings.

SECTION 4

New regular full time employees will be paid twenty five (25) cents less per hour for the first two (2) months of their employment, and the hourly rates provided above thereafter.

SECTION 5

If a Head Custodian is unavailable for a period in excess of five consecutive days, and a single custodian works the 5 consecutive days, that custodian who is called upon to administer the Head Custodian's duties during that absence shall be paid for such work at Head Custodian rates commencing after the fifth day of absence.

SECTION 6

A longevity payment for completion of years worked shall be made to those employees who meet this criteria below. The payment will be made with the last paycheck of the fiscal year
Longevity payment schedule:

Completion of 10 years to 19 years of service	\$325.00
Completion of 20 years or more of service	\$425.00

Employees hired on or after July 1, 2017 will be ineligible to receive this benefit.

ARTICLE XVII
UNIFORM POLICY

An adequate supply of uniform shirts shall be issued to each employee at the expense of the Board. The wearing of the uniform shirt is mandatory for all custodians during hours of work. Uniform shirts shall not be worn outside of work except in the course of travel to and from work.

Employees must be neat and clean and in a uniform shirt when reporting for work. No modifications of the uniform shirt may be made by individual employees.

The choice and replacement schedule of these uniform shirts will be decided by a committee, which will be formed of three individuals from the union. This committee will be selected by all the members of the union, and report to the Director of Facilities.

ARTICLE XVIII
GRIEVANCE AND ARBITRATION PROCEDURE

A grievance is hereby defined to be any controversy, complaint, misunderstanding or dispute concerning the interpretation or application of any provisions of this Agreement. All grievances shall be presented not later than five (5) working days after the aggrieved knew of the existence of the grievance, and if not presented within such time shall be deemed to have been waived. The investigation, discussion, and settlement of grievances shall be done outside of working hours unless the Board and the Union representative agree that it is necessary to investigate, discuss or settle a particular grievance during working hours. The Board will cooperate in this respect and will make available its representative at mutually convenient times. No employee

shall leave his or her work station for the purpose of presenting or processing grievances without first obtaining the permission of his immediate supervisor.

Any grievance arising between the Employer and the Union or any employee represented by the Union, shall be settled in the following manner:

Step 1

The aggrieved employee or employees must present the grievance in writing to the steward and to the Employer, specifying the nature of his or her grievance and the section of the contract they claim to be violated. If a satisfactory adjustment is not affected with a representative of the Employer within six (6) working days, the steward and employee shall submit such written grievance to the Union's Business Representative.

Step 2

Within five (5) working days thereafter, the Business Representative shall then take the matter up with the Superintendent or his designee with authority to act on such a grievance, and decision therein must be given to the Business Representative within five (5) working days. Any agreement settling the grievance shall be reduced to writing and signed by the parties. In the event the Business Representative shall be of the opinion that an employee's grievance is without merit, the Local Union shall not be required to process the matter any further and shall so inform the employee filing the grievance and the Employer. There shall be no liability imposed thereby upon the Union or the Employer.

Step 3

The procedures for Step 3 shall be identical to those indicated in Step 2, except that the grievance shall be presented to the Board of Education or its designee through the Superintendent of Schools. The Board shall conduct a hearing and render a decision in similar form to that outlined in Step 2.

The aggrieved employee may, within ten (10) school days of notification of the disposition of his grievance under Step 3, proceed to Step 4, upon written notice to the Board.

Step 4

If Steps 1, 2, and 3 hereof have been complied with and a settlement of the grievance has not been effected, only the employer or the Union may process the grievance for arbitration by submitting it to the Connecticut Board of Mediation and Arbitration, with a copy to the other party. The Board shall hear the grievance under its rules and regulations, and its decision shall be final and binding upon the employer, the employee and the Union. Any expenses incurred for such procedure shall be shared equally by the Union and the Board of Education. The arbitrator shall hear and decide only one grievance in each case. The arbitrator or arbitration panel shall have no power in any matter to make an award which amends, adds to, subtracts from, contravenes or eliminates any provision of this Agreement.

ARTICLE XIX
AMENDMENT

It is understood and agreed by and between parties hereto that this Agreement includes, and does, and shall, constitute the sole, only and entire Agreement between the parties in respect to

rates of pay, hours of work, and the other conditions of employment; and further, that this Agreement cannot and shall not be changed or modified in any particular whatever by any employee or representative of either party unless such change or modification shall first be specifically reduced to writing and signed by officers of both parties authorized to do so.

ARTICLE XX
NO STRIKE – INTERRUPTION OF WORK – NO LOCKOUT

SECTION 1

The Union agrees that there will be no strike, stoppage of work, slow down, sit down, refusal to perform work, boycott, or other interference with the operation of the School District nor any picketing or refusal to enter upon the Employer's premises on any account, including alleged unfair labor practices, or in connection with any grievance or dispute. The Employer agrees that it will not engage in any lockout during the term of this Agreement.

SECTION 2

In the event any strike is called against the Employer (Board of Education), the Union and the Board of Education may agree that certain necessary personnel be required to perform such duties as are essential to the protection of the building or buildings and the occupants and properties of the same.

ARTICLE XXI
COPY OF AGREEMENT

The Employer agrees to furnish each employee covered by this Agreement with a copy of such Agreement, electronic or otherwise.

ARTICLE XXII
DURATION AND TERMINATION

This Agreement shall take effect on July 1, 2017 and shall remain in full force and effect through June 30, 2021.

REGIONAL SCHOOL DISTRICT No.14
BOARD OF EDUCATION

By: [Signature]
Board Chair

Date: 5/12/17

TEAMSTERS LOCAL UNION NO. 677

By: [Signature]
Sec/Treas

Date: 5 May 17

