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AGREEMENT

BETWEEN

BARKHAMSTED BOARD OF EDUCATION

-and-

**CUSTODIAL EMPLOYEES
LOCAL 1303-347 OF COUNCIL 4**

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

JULY 1, 2018 THROUGH JUNE 30, 2021

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ARTICLE I
RECOGNITION AND MANAGEMENT RIGHTS

Section 1.1

The Barkhamsted Board of Education hereinafter referred to as the "Board" hereby recognizes Local 1303-347 of Council 4, American Federation of State, County and Municipal Employees, AFL-CIO all Custodial employees of the Employer, hereinafter referred to as the "Union", and that said Union is the exclusive representative of all such employees for the purposes of collective bargaining with respect to wages, hours of employment and other conditions of employment as set forth in Connecticut State Board of Labor Relations Decision and Certification of Representative, Case No. ME-16,758 Dated December 9, 1994. Custodial employees scheduled to work twenty (20) hours or less per week shall be excluded.

Section 1.2

Except as otherwise limited by provisions of this agreement, the Board has and will continue to retain the sole right, responsibility and prerogative to direct the operation of the school building in all respects including, but not limited to, the following: the right to determine staffing levels and composition; to appoint, promote, demote, layoff, transfer, assign and direct personnel; to determine job content and job classification; to establish new positions and/or changes in the content of existing positions; to assign work to employees and/or to other persons; to suspend, discharge or otherwise discipline employees; to prescribe rules and regulations to maintain the discipline of employees and the efficiency of the school; to determine the extent to which work or employment shall be increased or reduced; to plan, direct and control departmental operations and hours; and to determine and/or change methods, processes, equipment and facilities.

ARTICLE II
UNION SECURITY

Section 2.1

It shall be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall on the thirty-first (31st) day following the beginning of such employment become and remain members in good standing in the Union or elect to pay a service fee as designated by the Union.

Section 2.2

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

Section 2.3

The total amount deducted each month in accordance with the provisions of this Agreement will be remitted by the Board together with a list of the employees from whose wages such deductions have been made, to Local 1303, Council 4 as shall be specified by the Treasurer of the Union. Such remittance shall be made by the last day of the month in which deductions are made.

Section 2.4

The Board shall provide each present employee and each new employee, when hired, with a copy of this Agreement.

Section 2.5

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

ARTICLE III **SENIORITY**

Section 3.1

The length of continuous service within the bargaining unit of the employee shall determine the seniority of the employee from the date of hire. Seniority shall be broken only by the following: discharge, retirement, resignation, and layoff in excess of recall.

Section 3.2

The Board shall prepare an annual list of all employees covered by this Agreement which shall set forth each employee's hiring date, classification and rate of pay. A copy of such listing shall be furnished to the Union upon request.

Section 3.3

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

Section 3.4

When in the judgment of the Board of Education, it becomes necessary to eliminate positions in the bargaining unit, layoffs shall be in order of seniority, from least senior to most senior, within each of the following classifications:

Class I Head Custodian
Class II Custodian Employees

An employee scheduled for layoff may bump the least senior employee within his/her classification subject to the condition that the bumping employee can perform the duties of the employee being bumped. An employee in Class I may bump the least senior employee in Class II.

Section 3.5

The laid off individual's name shall be placed on a recall list for a period of one (1) year subject to recall in order of seniority, from most senior to least senior, within the classification which he/she was laid off, if a position should become vacant or be reinstated. The choice of the employee to be rehired shall be based on the foregoing, provided the employee, in the judgment of the Superintendent of Schools, can satisfactorily perform the work available. No persons shall be newly employed in a classification that includes an individual on the recall list until every individual on the recall list in that classification has been notified by certified mail sent to the individual's last known address and such individual either accepts employment or declines such reemployment offer. It shall be the laid off individual's responsibility to notify the Superintendent of Schools of his/her current address. An individual who declines an offer of re-employment in the same classifications as previously employed shall forfeit recall rights. Failure to respond in writing within five (5) working days after the receipt of an offer of re-employment shall be deemed to be a refusal to accept such offer. Individuals must return to work within fifteen (15) days from the receipt of the offer of re-employment.

Section 3.6

All new employee(s) shall serve a ninety (90) day probationary period. If, at the termination of such period, the employee is found to be qualified, his seniority shall start from the beginning date of employment.

Section 3.7

Any approved leave of absence without pay shall not void an employee's seniority, but the period of absence shall not be counted as part of his accumulated service for seniority purposes.

ARTICLE IV VACANCIES AND TRANSFERS

Section 4.1

- A. The Board and the Union agree that all position vacancies within the bargaining unit, including such vacancies which would constitute a promotional appointment within the bargaining unit, shall be posted in the school for five (5) working days. For the purpose of this article "vacancy" shall mean positions which are opened as a result of death, retirement, discharge, termination, or the creation of a new position.

- B. Vacancies shall be filled on the basis of qualifications and experience; when these factors are equal the individual with the most seniority shall be hired or appointed to fill the vacancy.

ARTICLE VI **HOLIDAYS**

Section 6.1

All employees shall receive the following paid holidays:

New Year's Day	Labor Day	Christmas Day
Martin Luther King Day	Columbus Day	
President's Day	Veteran's Day (Floater)	
Good Friday	Thanksgiving Day	
Memorial Day	Day after Thanksgiving	
Independence Day	Christmas Eve	

If a change in the school calendar occurs that designates a current holiday as a school day, a floating holiday will replace it. There shall be employee discretion in the choice of when to take the floating holiday, with one week notice to the Employer.

Section 6.2

- A. 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.
- B. If a holiday is celebrated on a Saturday or Sunday the employees shall receive Friday or Monday respectively, as the day off.

ARTICLE VII **VACATIONS**

Section 7.1

Any employee who has completed one year of continuous service shall be granted vacation with pay in an amount not to exceed ten (10) working days.

Section 7.2

Upon completion of six (6) months' service, an employee may elect to take one (1) week vacation provided the employee shall not receive more than one (1) additional week of vacation upon completion of one (1) year of continuous service.

Section 7.3

- A. Any employee having completed five (5) years of continuous service shall be granted annual vacation in the amount not to exceed fifteen (15) working days.
- B. Any employee having completed ten (10) years of continuous service shall be granted annual vacation in the amount not to exceed twenty (20) working days.

Section 7.4

Employees shall take their vacation during school shutdowns and no more than two (2) contiguous weeks may be taken at a time, provided however that one week may be taken during school operations if approved by the Superintendent or designee. Said vacation week(s) shall be limited to one (1) employee at a time.

Section 7.5

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

Section 7.6

Any employee who retires shall be entitled to the sum total of his accrued vacation leave not to exceed a carry-over of seven (7) days from the previous year, upon retirement. In the event of death of an employee, payment shall be made for his unused vacation leave to his estate or spouse. There will be no payment for accrued vacation leave in the event of termination for just cause.

ARTICLE VIII **LEAVES OF ABSENCE**

Section 8.1

Sick leave shall accrue at the rate of twelve (12) days per year and shall accumulate to a maximum of one hundred (100) days.

Section 8.2

All employees shall be covered under the Connecticut Workers' Compensation Act as defined by law.

Section 8.3 - Bereavement Leave

In the event of death in the immediate family, an employee shall be granted three (3) days of leave with pay. The Superintendent of Schools or his designee may, at his discretion, grant an additional day of leave, such additional day, however, shall be charged as sick leave. For purposes of this Section "immediate family" is defined as follows: mother, father, wife, husband, brother, sister, child, grandmother, grandfather, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, stepmother, stepfather, stepbrother, stepsister, sister-in-law, brother-in-law, aunt or uncle, or any relative who is domiciled in the employee's household.

Section 8.4 - Personal Leave

Each employee shall be entitled to three (3) personal days per fiscal year for personal business, and shall give forty-eight (48) hours' notice to the Principal except in cases of emergency in which event the employee shall notify the Principal as soon as possible. Said days may be taken in ½ day increments.

Section 8.5 - Union Activities

One Union Representative shall be allowed time off with pay to attend the below mentioned Union functions:

Council 4 Convention
AFSCME, AFL-CIO International Convention
Educational Conferences and Seminars

Total days under this Section shall not exceed a total of one (1) day per fiscal year.

Section 8.6

Union members who attend negotiating meetings, grievance hearings, labor board and arbitration hearings shall not suffer a loss of pay if conducted during working time.

Section 8.7

An employee who is required to serve on jury duty shall notify the Board. An employee shall be granted jury duty leave with pay for the first five (5) days of juror service pursuant to Connecticut General State Statute 51-247.

Section 8.8

Paid leave for illness in the immediate family, not to exceed three (3) work days per fiscal year shall be granted upon written request from the physician that the employee's presence is required at the bedside of a family member. Said leave shall be subtracted from the employee's sick leave accumulation.

Section 8.9

Medical appointments that cannot be made outside of working hours may be charged to sick leave. Same may be taken in 1/4 day increments. Said appointment time shall be subtracted from the employee's sick leave.

Section 8.10

Any employee who retires **at age 65 or later** shall be entitled to the total of any unused accumulated sick leave at **\$12** per day. In the event of the death of an employee, payment shall be made to the employee's estate.

ARTICLE IX SAFETY AND HEALTH

Section 9.1

Both parties to this Agreement hold themselves responsible for mutual cooperative enforcement of safety rules and regulations.

Section 9.2

Effective July 1st of each year of this contract, the Board shall reimburse each employee up to \$300 toward the purchase of OSHA-approved (currently ASTM or ANSI) steel or composite work boots for use at work. These work boots must be worn on the job and receipts submitted for payment. There shall be inspection of work boots and if Management determines, in its reasonable discretion, that an employee's work boots are not OSHA-approved steel or composite toe, or that an employee's work boots are in such poor condition that their safety value has become compromised, Management may require the employee to purchase a new pair of OSHA-approved steel or composite toe work boots for use at work.

ARTICLE X **MEDICAL COVERAGE**

Section 10.1

The Board shall provide for each employee and their eligible dependents the following health insurance or a comparable insurance:

- A. The HSA/HDHP plan as stated in Appendix C (attached) will be the health insurance plan offered by the Board.
- B. Blue Cross/Blue Shield Full Service Dental Plan, with student dependent rider to age 23.
- C. Group Life Insurance coverage of \$ 15,000 per employee.

Section 10.2

The employee premium share of the health insurance shall be 20% effective July 1, 2018 and shall remain at 20% for the 19-20 and 20-21 fiscal years. The Board shall pay 80% of the premium for all three (3) years. The deductible will increase to \$2,250 for Individual and \$4,500 for 2-Person and Family coverage. The Board will contribute \$2,250 toward the two-person and family deductible of \$4,500, and \$1,125 toward the single person deductible of \$2,250, and will fund its share (one-half) of the deductible in July of each year for all three years of the contract. Additionally, there is a co-pay for prescriptions after the deductible has been met at the tier schedule of \$5/\$15/\$30 for all three years of the contract.

Section 10.3

In the event that the Board can provide substantially equivalent benefits and services through an alternate carrier of its own choice it may do so. Prior to changing carriers the Board shall provide the Union with the plans for review. The Board reserves the right for final decision.

Section 10.4 – Reimbursement for Waiver of Medical Insurance Coverage. Any individual qualified for two person coverage who elects to waive coverage will be reimbursed \$1,050. Any individual qualified for family coverage who elects to waive coverage will be reimbursed \$1,700. Any individual qualified for single coverage who elects to waive coverage will be reimbursed \$550. All waiver payments are contingent on the employee submitting written notification that he or she has elected to waive coverage and proof of alternate medical insurance coverage.

Section 10.5 – ‘Section 125’ Plan. The Board shall maintain a ‘Section 125’ Salary Reduction Agreement which shall be designed to permit exclusion from taxable income of the employee’s share of health insurance premiums. The Board makes no representations or guarantees as to the initial or continued viability of such a Salary Reduction agreement, and shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax exempt status of employee insurance premium contributions. So long as the Board makes a good faith effort to comply with this paragraph, neither the Union nor any member covered by this Agreement shall make any claim or demand, nor maintain any action against the Board or any of its members or agents for taxes, penalties, interest or other cost or loss arising from a flaw or defect in the Salary Reduction Agreement, or from a change in law which may reduce or eliminate the employee tax benefits to be derived there from.

Section 10.6 – Stipend for Medical Insurance coverage for staff enrolled in Medicare and not eligible for a Health Savings Account based on IRS regulations.

Any individual qualified for single coverage will be reimburse \$550. Any individual qualified for two-person coverage will be reimbursed \$1,050. Any individual qualified for family coverage will be reimbursed \$1,700. All payments are contingent on the employee submitting written notification that he or she is enrolled in Medicare.

ARTICLE XI
RETIREMENT PLAN
Section 11.1

All eligible employees shall be enrolled in the Town of Barkhamsted Pension Plan.

ARTICLE XII
BULLETIN BOARDS

Section 12.1

The Board shall permit the use of an exclusive Union bulletin board in the school building for the posting of notices concerning local union business.

ARTICLE XIII
RATES OF PAY

Section 13.1

	Effective <u>July 1, 2018 (2.25%)</u>	Effective <u>July 1, 2019 (2.25%)</u>	Effective <u>July 1, 2020 (2.5%)</u>
Head Custodian	\$25.47	\$26.04	\$26.69
Custodian	19.24	19.67	20.16

Section 13.2

New hires will be hired at \$1.50 below the negotiated annual hourly rate and shall advance fifty cents (\$0.50) per hour every three (3) months providing the employee's performance is satisfactory until the contracted hourly rate for the position is reached.

Section 13.3

Employees who may promote to a higher position shall be placed at the hourly rate in effect for that position.

Section 13.4

The second shift premium of \$.75 per hour for all hours worked remains the same.

Section 13.5

The Head Custodian will be paid an additional fifty cents (\$.50) per hour while performing certain pre-authorized tasks that are out of the scope of duties covered in the job description. These tasks shall be determined mutually by the Barkhamsted School Administration and the Head Custodian.

**ARTICLE XIV
DISCIPLINARY PROCEDURE**

Section 14.1

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

**ARTICLE XV
GRIEVANCE PROCEDURE**

Section 15.1

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

Section 15.2

A grievance for the purpose of this procedure shall be considered to be a complaint concerned with matters relating to interpretation and application of the Articles and Sections of this Agreement.

Section 15.3

Any employee may use this grievance procedure with or without Union assistance. No grievance may be filed after thirty (30) working days of the event giving rise to it or after thirty (30) working days after the employee and the Union knew or should have known of such event.

Should an employee process a grievance through one or more of the steps provided herein prior to seeking Union aid, the Union may, at its discretion, process the grievance from the next succeeding steps following that which the employee has utilized.

STEP ONE

Any employee who has a grievance shall reduce the grievance to writing and submit it to the Principal, within the time limit specified in the previous paragraph. The Principal shall meet with all parties concerned within five (5) working days of the receipt of the grievance and the decision shall be submitted in writing to the aggrieved employee and his representative, if he is represented, within five (5) working days following the meeting.

STEP TWO

If the employee and his representative are not satisfied with the decision rendered by the Principal, the Union may submit the grievance in writing to the Superintendent within ten (10) working days after the decision in Step One. The Superintendent shall meet with all parties concerned and the Council 4 Staff Representative within twenty (20) working days of its receipt of the grievance and the Superintendent shall render his decision in writing to the employee and the Union within ten (10) working days of the meeting.

STEP THREE

If the grievance shall not have been disposed of to the satisfaction of the aggrieved at Step Two, it may be submitted in writing by the Union to the Connecticut State Board of Mediation and Arbitration within ten (10) working days after its receipt in writing by the Union at Step Three. A copy of the submission to the Board of Mediation and Arbitration shall be sent to the Superintendent by the Union at the time of submission. The decision rendered by the Board of Mediation and Arbitration shall be final and binding upon the parties.

Section 15.4

The arbitrator shall have no power to add or subtract from or modify in any way the terms of this Agreement. The cost of arbitration shall be borne equally by the parties.

Section 15.5

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

ARTICLE XVI NO STRIKE – NO LOCKOUT

Section 16.1

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

ARTICLE XVII
DURATION

Section 17.1

This Agreement shall be effective as of July 1, 2018, and shall remain in full force and effect through June 30, 2021. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not later than January 1, 2021 of its desire to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than thirty (30) days following such notice. This Agreement shall remain in full force and effect during the period of negotiations.

**BARKHAMSTED BOARD OF
EDUCATION**

**LOCAL 1303-347 OF COUNCIL 4
AFSCME, AFL-CIO**


Signed: Chairman


Signed: President

3/5/18
Date:


Signed: Staff Representative

APPENDIX A

CUSTODIAN JOB DESCRIPTION

Qualifications:	<p>Proven ability to develop satisfactory relationships with staff, children, parents and public;</p> <p>Proven reliability;</p> <p>Proven knowledge of cleaning methods and procedures;</p> <p>Proven ability to following instructions of Head Custodian and Principal;</p> <p>Proven ability to care for supplies and equipment.</p>
Reports to:	<p>Head Custodian; Principal</p>
Job Goals:	<p>Assure that the school building and grounds are maintained in such a way as to provide a safe, clean and comfortable working and learning environment.</p>
Performance Responsibilities:	<p>Receives oral and written work orders from the Head Custodian;</p> <p>Maintains the physical plant and grounds in a condition of cleanliness and operational efficiency in order to facilitate full educational use at all times;</p> <p>Performs general and specific cleaning in order to maintain the building, grounds and equipment in a clean, orderly and functional condition;</p> <p>Provides support to administration and assistance to staff, children and public as necessary and as time allows;</p> <p>Adheres to all safety programs and procedures;</p> <p>Any other related duties delegated by the Head Custodian or Principal.</p>

APPENDIX B

HEAD CUSTODIAN JOB DESCRIPTION

Qualifications:	<p>Proven ability to develop satisfactory relationship with staff, children, parents and public;</p> <p>Proven reliability;</p> <p>Proven mechanical ability and understanding of school's system;</p> <p>Proven ability to supervise other custodial personnel;</p> <p>Proven knowledge of cleaning methods and procedures;</p> <p>Proven ability to plan for routine and periodic maintenance within budgetary limitations;</p> <p>Proven ability to purchase equipment and supplies within budgetary limitations and maintain the custodial supply inventory.</p>
Reports to:	Principal
Job Goals:	Assure that the school building and grounds are maintained in such a way as to provide a safe, clean and comfortable working and learning environment.
Performance:	Receives oral and written work orders from Principal
Responsibilities:	<p>Maintains the physical plant and grounds in a condition of cleanliness and operational efficiency in order to facilitate full educational use at all times;</p> <p>Supervises and performs general and specific cleaning in order to maintain the buildings, grounds and equipment in a clean, orderly and functional condition;</p> <p>Provides support to administration and assistance to staff, children and public as necessary and as time allows;</p> <p>Adheres to all safety programs and procedures;</p> <p>Arranges and oversees any repair work by outside contractors within budgetary limitations;</p> <p>Coordinates and supervises the work schedules of other custodians;</p> <p>Maintains all records/warranties/inspection reports relating to installation, operation and routine repairs.</p>